

BRITISH VIRGIN ISLANDS COMMISSION OF INQUIRY

HEARINGS: DAY 42

(THURSDAY 30 SEPTEMBER 2021)

International Arbitration Centre
3rd floor Ritter House
Wickhams Cay II
Road Town, Tortola

Before:

Commissioner Rt Hon Sir Gary Hickinbottom

Ms Martha Eker-Male of Withers LLP (instructed by the Attorney General) appeared for various BVI Government Ministers and public officials.

Counsel to the Commission Mr Bilal Rawat also appeared.

Ms Carolyn Stoutt-Igwe gave evidence.

Ms Sharleen Dabreo-Lettsome gave evidence.

Mr Glenroy Forbes gave evidence.

Mr Jeremiah Frett gave evidence.

Mr Lenius Lendor gave evidence.

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Those present:

Session 1

Ms Martha Eker-Male, Withers LLP (attending remotely)

Mr Bilal Rawat

Ms Carolyn Stoutt-Igwe

Ms Sharleen Dabreo-Lettsome

Ms Juienna Tasaddiq, Assistant Secretary to the Commission

Ms Rhea Harrikissoon, Solicitor to the Commission

Mr Dame Peters, Audio-Visual Technician

Officer Denver Prince, Royal Virgin Islands Police Force

Session 2

Ms Martha Eker-Male, Withers LLP (attending remotely)

Mr Bilal Rawat

Mr Glenroy Forbes (attending remotely)

Mr Jeremiah Frett

Ms Juienna Tasaddiq, Assistant Secretary to the Commission

Ms Rhea Harrikissoon, Solicitor to the Commission

Mr Dame Peters, Audio-Visual Technician

Officer Denver Prince, Royal Virgin Islands Police Force

Session 3

Ms Martha Eker-Male, Withers LLP (attending remotely)

Mr Bilal Rawat

Mr Lenius Lendor (attending remotely)

Ms Juienna Tasaddiq, Assistant Secretary to the Commission

Ms Rhea Harrikissoon, Solicitor to the Commission

Mr Dame Peters, Audio-Visual Technician

Officer Denver Prince, Royal Virgin Islands Police
Force

P R O C E E D I N G S

Session 1

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3 COMMISSIONER HICKINBOTTOM: Just before we start with
4 the evidence, could I just raise two short points with I think
5 it's Ms Eker-Male who is representing the Attorney General
6 today.

7 Two things, Ms Eker-Male: Firstly, the extended
8 deadline for suggested questions from the Attorney, witnesses on
9 governance, that's the Auditor General, the Governor and the
10 former Governor, they were due by yesterday. That's the
11 extended time that the Attorney asked for. We've had no
12 questions, we've had no application for an extension, so I
13 assume there are no questions; is that right?

14 MS EKER-MALE: Good morning, Commissioner. We
15 apologize for the delay, and we will be submitting a response
16 today.

17 COMMISSIONER HICKINBOTTOM: Does that mean that you're
18 applying for an extension?

19 MS. EKER-MALE: Yes, please, Commissioner. Our
20 apologies again for the delay in this.

21 COMMISSIONER HICKINBOTTOM: I appreciate that the IRU
22 are very busy, we're all very busy, but directions aren't mere
23 aspirations, they are directions, and so it's important that
24 they are complied with because our timetable is such that any
25 delay is severely disruptive now to our timetable, so I will see

1 what comes in, if anything, later today in respect of those
2 questions.

3 The second is even more urgent. The extended deadline
4 for written responses to the Warning Letters of Mr Smith-Abbott
5 and The Honourable Vincent Wheatley on Crown Land that was 4:00
6 p.m. yesterday, that again was an extended deadline. I
7 indicated through the e-mail of the 28th of September that it
8 was unlikely to be extended for obvious reasons, because we're
9 dealing with Crown Land tomorrow. We have a hearing today. It
10 would be impossible for us to consider any written response
11 after 4:00 p.m. yesterday. We have no written response,
12 Ms Eker-Male.

13 MS. EKER-MALE: I understand that, Commissioner and
14 our apologies again for the delay with these return responses.
15 The responses are currently with the Minister, we are working
16 with him on that and they will be with you today.

17 COMMISSIONER HICKINBOTTOM: How do you expect us to
18 prepare for tomorrow? Crown Lands is a massive topic, we've had
19 massive disclosure and not in good order, very late, and now we
20 won't have the Warning Letter with any time at all to prepare in
21 respect of it--the response to the Warning Letter without any
22 time at all to look at it and prepare for the Hearing tomorrow.

23 MS. EKER-MALE: Yes, and as I stated, Commissioner, my
24 apologies for the delay in this. We're working with the
25 Minister on the responses, and it will be with the Commission as

1 soon as we possibly can get them to you.

2 COMMISSIONER HICKINBOTTOM: But you understand the
3 difficulty we are in?

4 MS. EKER-MALE: Yes, I do understand, Commissioner.

5 COMMISSIONER HICKINBOTTOM: We're dealing with a tight
6 timetable and you're giving us no time to prepare on the basis
7 of the response.

8 MS. EKER-MALE: Yes, I understand that, Commissioner,
9 and we will get them to you as soon as we possibly can.

10 COMMISSIONER HICKINBOTTOM: Well, there we are,
11 presumably again, with an application to extend. But can I
12 emphasize that the timetable is now such and the extensions that
13 have been given are such that there is simply no leeway,
14 Ms Eker-Male. We need the documents as directed or in this case
15 within the time that you, the IRU and the Attorney General said
16 that they would be provided in.

17 Okay, Mr Rawat.

18 MR RAWAT: Good morning, Commissioner. Can I formally
19 put on the record the representation this morning before I
20 introduce our two witnesses. As will be clear, Ms Martha
21 Eker-Male appears on behalf of the Attorney General and the
22 elected Ministers. The remaining Members of the House of
23 Assembly are not represented this morning.

24 Our two witness this is morning are Mrs Carolyn
25 Stoutt-Igwe and Mrs Sharleen Dabreo-Lettsome. The issue under

1 consideration today is the arrangements under which the BVI
2 Government leases accommodation for its various Ministries from
3 Private Landlords. We will be asking questions of Mrs
4 Stoutt-Igwe and Mrs Dabreo-Lettsome together, and the reason for
5 that, Commissioner, is because their evidence will likely
6 overlap in parts, and it's helpfully if they are both able to
7 assist at the same time.

8 BY MR RAWAT:

9 Q. I understand that you both wish to make an
10 affirmation. You should find on the desk the words of the
11 affirmation. Can I ask that you take it in turn just to make
12 the affirmations. No need to stand. If you just read out the
13 words on the card, please.

14 A. (Mrs Dabreo-Lettsome) Thank you very much. Good
15 morning, everyone.

16 I do solemnly, sincerely and truly declare and affirm
17 that the evidence I shall give shall be the truth, the whole
18 truth, and nothing but the truth.

19 A. (Mrs Stoutt-Igwe) I do solemnly, sincerely and truly
20 declare and affirm that the evidence I shall give shall be the
21 truth, the whole truth, and nothing but the truth.

22 Q. Thank you very much.

23 And thank you also for coming to give evidence to the
24 Commission this morning. I know that you've brought some papers
25 along with you, but you should have on the table some bundles

1 which we will need to look at as we go through the evidence and
2 the questions today. Could I ask you or just remind you,
3 please, as you're giving your answers, just to keep your voice
4 up. The microphone doesn't amplify. It just records. And it
5 is very important that we record your answers as clearly and
6 accurately as we can.

7 Can I begin by dealing with some formalities. Mrs
8 Stoutt-Igwe, could I start with you, please. Could you give the
9 Commissioner your full name?

10 A. (Mrs Stoutt-Igwe) Full name Carolyn Stoutt-Igwe.

11 Q. And your professional address?

12 A. Professional address will be EA Creque Building, Road
13 Town, Tortola.

14 Q. And can you give the Commissioner an outline of your
15 career in Public Service, please.

16 A. Okay. My career in the public service stands a total
17 of 28 years, between the first part of my service was between
18 1983 to 1993 where I served in the Deputy Governor's Office with
19 stints in the Ministry of Finance and the Office of the
20 Supervision of Elections. I returned to the Public Service in
21 2003 as the Private Secretary to the then-Chief Minister
22 Honourable Ralph T O'Neal. I remained Private Secretary to the
23 incumbent-Chief Minister following general elections in
24 June 2003 with Dr Orlando Smith.

25 And in 2007 after I returned to the Territory from my

1 study for my Master's degree, I was appointed as an Assistant
2 Secretary in the Chief Minister's Office, now Premier's Office.
3 During that time, I had the privilege of serving as the Deputy
4 Supervisor of Elections for the 2007 as well as the 2011 general
5 elections.

6 In 2009, I was promoted to the post of Deputy
7 Secretary in the Ministry of Health and Social Development.

8 In 2015, March, I was reassigned to serve as the
9 Executive Private Secretary to then-Governor Duncan.

10 I was transferred to the Deputy Governor's Office in
11 August 2016 to act in the post of Permanent Secretary in the
12 Deputy Governor's Office. I was later confirmed to that post in
13 December 2018, and I served there until September 2019, when I
14 was transferred to the Ministry of Education and Culture as the
15 Permanent Secretary.

16 Q. Thank you.

17 Mrs Dabreo-Lettsome, can you give the Commissioner
18 your full name, please?

19 A. (Mrs Dabreo-Lettsome) Sharleen Dabreo-Lettsome.

20 Q. And your professional address?

21 A. (Mrs Dabreo-Lettsome) We are located in the Second
22 Floor of the Burnham Building in Road Town, Tortola.

23 Q. And again, if you could give the Commissioner an
24 outline of your career in public service.

25 A. (Mrs Dabreo-Lettsome) Certainly.

1 I entered the public service in June of 1994 in what
2 was called the Office of Disaster Preparedness at the time. I
3 served as the Disaster Preparedness Officer. And from 1999 to
4 September 4th, 2019, I served as the Director of that
5 Department, the name changed in 2003 to the Department of
6 Disaster Management. That's in accordance with the Disaster
7 Management Act.

8 And then from September 2019 to present, I'm serving
9 as the Permanent Secretary in the Office of the Deputy Governor.

10 Q. Thank you.

11 Now, as you'll be aware, the reason that we've asked
12 you both to give evidence is to obtain an insight into how all
13 the processes and procedures by which Government leases
14 accommodation from Private Landlords.

15 No, as we go through, some of the questions may span
16 different periods when you were Permanent Secretary of the
17 Deputy Governor's Office, and what I'm going to do, if I may, is
18 I will direct my questions generally towards
19 Mrs Dabreo-Lettsome, but if at any point you feel that
20 Mrs Stoutt-Igwe is in a better place to answer, please defer it
21 to her, and I think it may become obvious because we may be
22 talking about events that happened whilst Mrs Stoutt-Igwe was
23 the Permanent Secretary.

24 But if either of you wish additional detail to your
25 colleague's answer, please do so.

1 Now, as we understand it, that the arrangements in
2 relation to the leasing of private accommodation is managed
3 through what's known as the Office Accommodation Committee which
4 is chaired by the Permanent Secretary of the Deputy Governor's
5 Office; is that right?

6 A. (Mrs Dabreo-Lettsome) That is correct.

7 Q. And is it right that the Ministry of Finance is also
8 represented on that Committee?

9 A. (Mrs Dabreo-Lettsome) That is also correct.

10 Q. And who--which officer from the Ministry of Finance
11 would usually attend meetings of that Committee?

12 A. (Mrs Dabreo-Lettsome) It is usually the Deputy
13 Financial Secretary.

14 Q. And is there any other government ministries
15 represented on the Committee?

16 A. (Mrs Dabreo-Lettsome) There are several.

17 Q. Can you give us some samples?

18 A. (Mrs Dabreo-Lettsome) Certainly.

19 The departments that handle building inspections,
20 which would be the fire service, the building inspection unit,
21 the electrical inspection unit. We also have the Health and
22 Safety Officer within the Department of Human Resources, the
23 Department of Disaster Management is represented.

24 We also have at times the Representatives from the
25 Survey Department, and very recently we've added others on to

1 the list because of the current situation that we are in. There
2 is a very strong relationship with the Attorney General's
3 Chambers as well, as well as the Land Registry and the Inland
4 Revenue Department, and--also, thank you. The Environmental
5 Health Department is represented on the Committee as well.

6 Q. And broadly, Mrs Stoutt-Igwe, was that the sort of
7 representation during your time as PS?

8 A. (Mrs Stoutt-Igwe) Yes, it was. I think a couple have
9 been added like BDM was added, but all the others were there
10 when I was PS.

11 Q. And in terms of an overarching policy, does the
12 Government of the BVI have an official policy in place governing
13 how it enters into lease arrangements with Private Landlords?

14 A. (Mrs Dabreo-Lettsome) I would say that in 2006 in
15 January from the records that I have seen, the responsibility
16 for lease management was officially passed from the Department
17 of Human Resources to the Deputy Governor's Office.

18 In 2017, the Permanent Secretary at the time, who I
19 believe was Otto O'Neal, he prepared a Cabinet Paper that went
20 before Cabinet to approve a policy that is termed "The
21 Guidelines for Procurement of Office and Housing Accommodation,
22 Tenancy Agreements and Lease Management".

23 Accompanying that document was also an accommodation
24 framework that we have since improved and added to that, and
25 very recently we began preparing what we call a public estate

1 framework, which will allow the Deputy Governor's Office to have
2 a better oversight on the entire estate that is owned by
3 Government, so the existing procurement policy and accommodation
4 framework will become a subset of that overarching framework.

5 Q. And you say, Ms Dabreo-Lettsome, that this--the sort
6 of estate framework will relate to properties owned by
7 Government, but will it also encompass property that is leased
8 by Government?

9 A. (Mrs Dabreo-Lettsome) You are correct. Properties
10 that are leased and properties that are owned.

11 Q. Can you help me with this, then. Because if we look
12 at the main lever-arch file--something--yes. If you turn up
13 page 20, please, you'll see at the bottom of page 20--and this
14 is part of an e-mail exchange which concerned the leasing of the
15 Cutlass Building. At the bottom there is an e-mail timed at
16 2:56 p.m. on the first, I think--well, it depends on whether
17 it's the American way of giving dates or the usual way of giving
18 dates.

19 COMMISSIONER HICKINBOTTOM: Seventh of January.

20 BY MR RAWAT:

21 Q. Seventh of January, if it's the American style. And
22 you're copied in to that.

23 If we go over to the next page 21, we see that it's
24 from Kedrick Malone, Permanent Secretary in the Premier's
25 Office, and he concludes his e-mail with these words: "Might I

1 suggest that DGO issue guidelines for Public Service engagement
2 with landlords to help with navigating when financial
3 commitments are made to bring them more in line with Cabinet
4 Decisions. This will minimize long gaps between when
5 commitments are made and when premises can be occupied".

6 We may look at some examples of the long gap, but the
7 e-mail was sent to Helen Durante-Seymour who was Deputy
8 Secretary in the DGO, and we can see her response at page 197 in
9 the bundle.

10 It's addressed, forwarded to yourself,
11 Mrs Dabreo-Lettsome, and what the Deputy Secretary writes is,
12 she refers to the e-mail from Mr Malone and says: "Generally
13 there are no formal Guidance Notes with respect to the
14 engagement of landlords on renting office space. What now
15 obtains is that basic heads of terms outlining the cost of rent,
16 square footage, amount per square foot and any other fees which
17 may be applicable are obtained from the landlord in order to
18 present to the Office Accommodation Committee and then to
19 Cabinet for consideration for renting space. Sometimes this
20 information is forwarded to the Deputy Governor's Office by
21 requesting office. The requesting Department also has to ensure
22 that it has sufficient funds to engage in the rent before the
23 request is formally submitted for consideration. Since there
24 may be financial implications for renting office spaces, it will
25 be necessary that clear guidance instructions are established to

1 guide this process, i.e., a formal letter of intent be issued to
2 the landlord on the proviso that approval to rent has to be
3 approved by Cabinet before engaging in a formal lease and that
4 the intent does not constitute commitment. The Attorney
5 General's Chambers may be asked to vet or draft a standard
6 letter for use. I therefore seek your guidance on how this
7 process can be handled, what form of communication should be
8 issued and who should issue that communication so that it can be
9 incorporated in the standard operating procedures for lease
10 management and policy for acquiring rented properties, which can
11 be communicated to the wider Public Service for guidance".

12 If we flip back to page 19 now, as I think the Deputy
13 Secretary's e-mail that we looked at was an internal one in the
14 DGO. But returning to the ongoing correspondence, on the 10th
15 of January, we see at the bottom of page 19 that Mr Malone, in
16 an e-mail said: "I restate my concern and request for there to
17 be a clear and structured process instituted to ensure
18 Departments/Ministries do not commit Government to financial
19 obligations to take space too far in advance of when such space
20 can be occupied".

21 Now, there may be two different things going on with
22 this because you spoke of an overarching policy?

23 A. (Mrs Dabreo-Lettsome) Correct.

24 Q. But what seems to be happening in early 2020 is a
25 request from Premier's Office for guidelines.

1 First question is: What is--are there now guidelines,
2 and what do they do?

3 A. (Mrs Dabreo-Lettsome) I will present what I am
4 familiar with in the two years that I have been there.

5 The requests normally come directly from departments
6 or from the Ministries, and the request is received by the
7 Permanent Secretary. There are times when you have Departments
8 and Ministries who have engaged landlords with an interest in a
9 property. It is normal that that information is communicated to
10 us from the Heads of Department or the Ministries. I have seen
11 in the past that there have been some Ministries that have
12 engaged beyond what is defined in the Guidelines, so there is a
13 lot of discussion, and in some instances, possible wording or
14 discussion on commitment before the process is taken through the
15 loop.

16 I will defer to PS Igwe so that she can give a bit
17 more explanation on what occurred in the past.

18 A. (Mrs Stoutt-Igwe) So, in addition to what PS
19 Dabreo-Lettsome would have said, yes, the procedures are there
20 but it is a responsibility once a Department determines that
21 they need accommodation outside of what they have currently,
22 that they will be the one to explore available properties, and
23 once that discussion is had then they would send a follow up
24 request for--to the Deputy Governor's Office. So to support
25 what PS Dabreo-Lettsome said, the discussions in the initial

1 phase is by the Department or the relevant Ministry. The Deputy
2 Governor's Office is not involved up front. They are the ones
3 who deal with that and then they make the recommendations. And
4 I think the Heads of Departments and Ministries know that you
5 cannot commit Government until--for leases unless Cabinet
6 approves. Even if you decide that that is where you want to go,
7 you would like to go, there are other factors, there are other
8 checklists that the Office Accommodation Committee would look at
9 because when that applications are submitted, not every
10 application that is submitted may necessarily be approved by the
11 Office Accommodation or, I should say, may be recommended for
12 approval because the Office Accommodation Committee does not
13 approve. The Office Accommodation Committee makes
14 recommendations to the Premier. Once the Premier agrees with
15 that recommendation, it is at that point that Cabinet Papers are
16 prepared.

17 Q. But take it back to guidelines, Mr Malone is asking
18 for guidelines. I think the concern that he has is that you
19 have departments effectively committing or that there's a gap
20 between the point at which a Department commits to a lease and
21 the period when you can occupy the building.

22 Since the beginning of 2020, has the DGO issued any
23 guidelines to Ministries and Departments on that topic?

24 A. (Mrs Dabreo-Lettsome) We have still been using the
25 procurement guidelines that are available. We've been using the

1 outline of the framework that's existing to execute our work.
2 What we have been doing is to have deeper discussions with
3 Department Heads about ensuring that we receive as much
4 information from them as possible, if they are the ones that are
5 engaging the landlords before we are. There are many instances
6 where the flow is started by our office. So we would get a
7 memorandum from a Head of Department to say that they are
8 interested in accommodation. They will provide details on
9 square footage, the number of individuals in their office, and
10 they would ask us to identify because we do keep a listing of
11 the available accommodations throughout the Territory. But
12 there are many instances, as PS Igwe said, where Departments
13 would go out to identify available spaces that they're
14 interested in securing.

15 Q. So, no formal guidelines that you have a process by
16 which you engage with Departments and Ministries?

17 A. (Mrs Dabreo-Lettsome) Yes.

18 Q. And in terms of policy, what you have is the Cabinet
19 Paper from 2006--is that right?--and the 2017 papers?

20 A. (Mrs Dabreo-Lettsome) The Cabinet Paper from 2007.

21 Q. 2007.

22 A. (Mrs Dabreo-Lettsome) Which approved the guidelines on
23 procurement.

24 Q. Correct. And tell the Commissioner a bit more about
25 what those guidelines of procurement provide.

1 A. (Mrs Dabreo-Lettsome) The procurement guidelines takes
2 us through the process for acquisition of office accommodations.
3 So I would refer to the actual document that was sent to you.

4 Q. So, just to pause there, Mrs Dabreo-Lettsome, you sent
5 through what's sort of an organogram--

6 A. (Mrs Dabreo-Lettsome) Yes.

7 Q. --that is headed "a lease management process map". Is
8 that a summary of the procurement?

9 A. (Mrs Dabreo-Lettsome) That is a summary of the
10 procurement process.

11 Q. Right. And so, you have procurement guidelines from
12 2007?

13 A. (Mrs Dabreo-Lettsome) The procurement guidelines were
14 initially developed in 2008, and they were updated on
15 December 1st of 2020.

16 Q. I see.

17 Sorry for interrupting you, but if you then explain
18 the Guidelines, and if you want to refer to your diagram, please
19 do so.

20 A. (Mrs Dabreo-Lettsome) Thank you very much.

21 On receiving the request for a new accommodation, the
22 request is usually written to the Permanent Secretary. The
23 applications are stamped, they're recorded, and they're
24 reviewed, and there are some very specific details that
25 Departments or Ministries would have to provide. They would

1 have to provide a clear justification for the need for the
2 space, a history of the current conditions of their working
3 arrangements. The staffing complement that they have currently
4 as well as projected. They would have to identify whether there
5 is budgetary provisions within their budget allocations or
6 whether that would have to come from the Deputy Governor's
7 Office allocation. And there is a projection of costs which
8 will include any outfitting costs that they would require.

9 The next step would be for an actual site visit to be
10 carried out by the Office Accommodation Committee at all of the
11 locations that are recommended by the Departments. And we have
12 a site visit inspection checklist that is used to determine the
13 suitability of those sites.

14 Following that site visit with the OAC, there is a
15 physical meeting that is called with the OAC Members, a date and
16 time is set for that. If it's a face-to-face discussion, there
17 can be also Round Robin discussions if there is an urgent need.
18 We discuss the findings from the site visit and the general
19 draft recommendations that have been prepared from that site
20 visit.

21 The report will also include the Heads of Terms that
22 we would have acquired from the landlord, the verification of
23 land and good standing details from the Land Registry, and we
24 will determine from the Department what move-in date that they
25 will require to initiate the lease.

1 There are specific minutes that are prepared from that
2 meeting, and we then agree on the final Recommendations going
3 forward. When I say "we", I mean the Members of the OAC.

4 Those Recommendations are then forwarded to the
5 Minister of Finance for approval. He will make a decision. If
6 he does not agree, we start the process over again to start
7 looking for other accommodations that may be available.

8 If he agrees, then that signals us to prepare a
9 Cabinet Decision paper because there are financial implications
10 that papers carried by the Minister of Finance. We prepare the
11 paper to authorisation the use of funding and to also authorise
12 the conditions of the lease.

13 There is a further decision made by Cabinet. If
14 Cabinet says no, we start the process over again. If the
15 Cabinet says yes, the draft lease is then submitted to the
16 Attorney General's Chambers with all the accompanying documents
17 that I previously mentioned. They vet that and they also have
18 an indication in that lease agreement, in the draft lease
19 agreement of the occupancy date.

20 Once that is cleared the Attorney General's Chamber,
21 the landlord will sign, the Premier will sign and both
22 signatures are notarised.

23 In order to make sure that we are keeping up with the
24 process, we also notify the relevant Department or Ministry that
25 approval has been received from Cabinet so that the payment

1 process can be initiated because the payment process can take
2 some time.

3 The lease is then submitted to the Inland Revenue
4 Department because it is a government lease, and you're engaging
5 a private individual. We ask for requests for a stamp duty
6 exemption.

7 We then move on to the registration of the lease at
8 the Land Registry in the High Court if that is required. Leases
9 that are beyond two years are required to be registered, leases
10 that are two years and below, are not required to register. I
11 think I had one year, so we need to correct that on the chart.

12 Most landlords agree that leases are registered. We
13 do encourage it so that there is an official record that is with
14 the Land Registry and the High Court.

15 The information is then entered into a database that
16 we manage and the database is used to generate several reports.
17 Reports are generated on a monthly basis, a quarterly basis, and
18 an annual basis.

19 The original lease is then provided to the landlord,
20 an original remains with the Office of the Deputy Governor and
21 an original goes to the Land Registry. We then make copies of
22 that lease, and copies of that lease is shared with the Head of
23 Department, the Audit Department, the Treasury Department, the
24 Ministry of Finance, and the Inland Revenue Department.

25 The building is then occupied, and we begin our

1 inspection process. Our inspection process is defined in
2 another document which determines how often we enter the
3 premises to ensure that conditions are remaining as contained in
4 the lease. If there are issues with inspections or during the
5 inspections or issues with maintenance, the first point of
6 contact is usually between the Department and the landlord. If
7 it escalates beyond the point where there is no response coming
8 from the landlord or the tenant is not happy with the current
9 conditions, then we get involved at that stage.

10 So, that ends the process you will see in yellow for
11 new leases.

12 If there is a lease renewal process, we then--the
13 Department will then be notified by us because our database will
14 trigger that that renewal date is coming up. We will formally
15 write to them for the need to renew the lease, for them to
16 provide feedback on whether to renew or not to renew, and
17 whether there is a need for any changes in the terms and
18 conditions of those leases.

19 The Deputy Governor's Office then writes to the
20 landlord to indicate an interest in renewal or termination of
21 the lease and any changes to the terms and conditions. A
22 decision is made by the landlord whether to proceed or not. If
23 the landlord says no, we go back to the beginning of the
24 process. If the landlord says yes, there is an inspection by
25 the OAC Committee to verify the suitability of the site for

1 renewal and again, we use the site inspection checklist to
2 verify the conditions are met.

3 There is then another meeting of the OAC Committee,
4 and very recently we have been having a lot of virtual meetings
5 because of the COVID environment. We discuss the findings on
6 the site visit and we agree on the draft recommendations that
7 will be put forward.

8 Minutes of that meeting is held to confirm the
9 recommendations, and then the recommendations are forwarded to
10 the Minister of Finance for his approval. Again, he makes a
11 decision, if he says no, we start over again. If he says yes,
12 it does not go to Cabinet at this stage. It goes to the
13 Attorney General's Chamber, and then it follows the process
14 again until the lease is finalised.

15 Q. Thank you very much for that. Shortened probably
16 quite a few of my questions, which is always a good thing. The
17 process map as a document, how long has that been in existence?

18 A. (Mrs Dabreo-Lettsome) This is recently developed
19 because in preparing for this there was quite a lot. You will
20 see that I have a very large folder with me. And in going
21 through the documents themselves, I wanted to have a visual
22 presentation of what it represents, so what you see in the
23 flowchart is exactly what is contained in the document.

24 Q. I see.

25 So, would--a fair way of putting it is that the

1 flowchart that you produced is one produced because you received
2 a request from the Commission?

3 A. (Mrs Dabreo-Lettsome) Correct.

4 Q. But it is intended to reflect the overall process
5 which is encapsulated in the 2008 policy that was updated as of
6 the 1st of December 2020?

7 A. (Mrs Dabreo-Lettsome) That's correct. We have not
8 made any changes from what's here. As I did say that there was
9 a correction.

10 Q. Yes.

11 A. (Mrs Dabreo-Lettsome) In the document, it says leases
12 one year and below do not need to be registered. But in
13 checking through the legal documents, we have been notified
14 actually by a law firm that it's actually two years, and I left
15 it here because it's a reflection of what's in the document.

16 Q. And Mrs Stoutt-Igwe, can you confirm that that, as a
17 process, was the process that applied when you were Permanent
18 Secretary?

19 A. (Mrs Stoutt-Igwe) Yes, it was.

20 Q. Can I just ask some questions following on from what
21 you've just explained, please, Mrs Dabreo-Lettsome.

22 Firstly is that, you spoke about the need to register
23 certain leases. Does that mean that they then become--they are
24 public documents if they are registered and the public can come
25 in and see effectively leases that Government holds with certain

1 individuals?

2 A. (Mrs Dabreo-Lettsome) They are registered with the
3 Court. I am going to have to ask my colleague to just--

4 A. (Mrs Stoutt-Igwe) Once it's registered, it's a public
5 document.

6 Q. I see.

7 And the lease will contain the--obviously the names of
8 the contracting parties. Do you redact addresses or any details
9 from them when you lodge them with the court?

10 A. (Mrs Stoutt-Igwe) No, we submit the lease as it was
11 signed.

12 Q. With all the details?

13 A. (Mrs Stoutt-Igwe) With all the details. Whether or
14 not the Registrar's Office's has any restrictions, I don't know.

15 Q. Thank you.

16 So, you spoke of inspection checklists, and as I
17 understand it your office will be involved in inspections before
18 the lease is signed off and during the currency of the lease?

19 A. (Mrs Dabreo-Lettsome) That's correct.

20 Q. And in terms of an inspection checklist or an
21 inspection policy, is that a separate document that you have, or
22 is that enshrined within the policy that you have drawn our
23 attention to?

24 A. (Mrs Dabreo-Lettsome) It's enshrined within the
25 Policy.

1 Q. And you said that landlords are encouraged to
2 register. Does that mean landlords--obviously of two years and
3 above it has to be, but are you referring, in terms of
4 encouraging landlords, to where you have leases of less than two
5 years?

6 A. (Mrs Dabreo-Lettsome) Correct.

7 Q. You encourage them to do that?

8 A. (Mrs Dabreo-Lettsome) Yes.

9 Q. And what's the benefit of the landlord of taking that
10 step?

11 A. (Mrs Dabreo-Lettsome) I believe from what I'm aware,
12 and I will ask my colleague just to support this, from I
13 understand is that the process, we wanted to ensure that there
14 is a documentation of the final lease with the courts. We
15 wanted to ensure that that document is lodged with the Court.
16 Some landlords are very willing to do so. Others have said it
17 is not a requirement.

18 As I said before, we did not request those that are
19 below one year to be registered. We did ask for those above the
20 one-year period, and I have seen evidence of that to be
21 registered, and they have been.

22 Q. Now, broadly, and very broadly, the sort of--the types
23 of accommodation that your office will be involved in sourcing
24 and putting in place, can be split into two: You have what
25 might be described as office accommodation from which various

1 Ministries and Departments will perform their functions, and so
2 those will have particular requirements from one's perspective.
3 But the second acclimate of that is that you're also involved,
4 are you not, in certain, for example, judges or teachers or
5 Police Officers, you're involved in sourcing housing
6 accommodation?

7 A. (Mrs Dabreo-Lettsome) Correct.

8 Q. Does that kind of accommodation again come within the
9 ambit of the Policy that you have just outlined?

10 A. (Mrs Dabreo-Lettsome) Yes, there are specific
11 requirements that come from the Eastern Caribbean Supreme Court
12 for judges, and we have provided an inspection checklist for
13 what we would use for accommodations that are outside of the
14 judges' arrangements.

15 Q. Could I ask--and this is probably more for
16 Mrs Stoutt-Igwe, but the bundle, if you turn up the lever-arch
17 file, thank you. Just turn up page 26, please. First 25,
18 first, this is the minutes of a meeting of the Office
19 Accommodation Committee on Wednesday the 24th of October 2018,
20 and we can see that you were in the Chair for that meeting with
21 officers from various departments including the Ministry of
22 Finance, and as you pointed out earlier, the Environmental
23 Health Division.

24 One of the points that you said, Mrs Stoutt-Igwe, is
25 that you explained that landlords were demanding rent increases

1 (some outlandish) since the passage of the 2017 hurricanes,
2 although they had not made any improvement at all to their
3 accommodation. And you said that some landlords were more
4 approachable than issues when it came to the care and
5 maintenance of their buildings.

6 There was then discussion of developing trends in the
7 rental market, and Mr Glenroy Forbes, who was then the Financial
8 Secretary, advised that the Office Accommodation Committee
9 needed to come up with a policy to determine what level of
10 property the Government should be renting and that health and
11 safety procedure in the workplace should inform that policy.

12 Then if we go overleaf, he recommended some basic
13 requirements to be met which, if they were not included,
14 Government should not be renting the property. Mr Forbes then
15 went on to emphasize that the range in what should be allowed
16 has to be informed by what the landlord is bringing to the table
17 as opposed to giving only a shell. He explained that the
18 accommodation is a shell, then the price should be different, if
19 it's more than a shell. The more the landlord brings to the
20 table the higher up the scale the Government might be willing to
21 go.

22 Mr Forbes then continued that the Government must be
23 fair to the landlord, whether looking at the movement of
24 insurance premium for property or the going rate for office
25 accommodation in the economy.

1 If we then go to page 27, we have Mr Claude Kettle,
2 who is also from the Ministry of Finance advising that basic
3 criteria must be met and adhered to, and stating that if added
4 features such as functional elevators are included, the Base
5 Rate can be increased slightly, but if there are no additional
6 features, the base rate should not be increased, no matter how
7 nice the building is.

8 Mrs Dabreo-Lettsome I think has outlined a process
9 within the Deputy Governor's Office of how a lease arrangement
10 runs from start to finish or how it should run.

11 Now, first question to you, Mrs Stoutt-Igwe: In terms
12 of the Policy that Mr Forbes was advocating for, what was that
13 directed to?

14 A. (Mrs Stoutt-Igwe) Following the hurricanes, a number
15 of properties were devastated, including some of the rented
16 properties. Insurance premiums started to increase. So, of
17 course, there was some landlords, especially if the leases were
18 up for renewal, they started submitting notices that the rents
19 would increase.

20 So, in the case of--there was some properties where we
21 could see that landlords had to invest significant amount of
22 money to get their buildings back up to speed. Others very
23 little change was being made to the building, but they were
24 still asking for increases.

25 So, that is one of the reasons why you would notice

1 that Mr Forbes was there as a guest because the Financial
2 Secretary would not usually attend meetings but we invited him
3 because we realised that it was a trend, and we needed some
4 guidance from him as the Financial Secretary.

5 So, we had various notices of increases, and that's
6 why we called a meeting to start to discuss the way forward, and
7 we need to ask about the shell in that over the years, the types
8 of properties that Government was renting for offices had
9 changed.

10 In earlier years, buildings were prepared, restroom
11 facilities, if you needed to have 10 cubicles, 10 divisions,
12 those were done. But in recent years, basically all you got was
13 a shell.

14 Q. And Government was responsible for then--

15 A. (Mrs Stoutt-Igwe) Yes, for doing all the outfitting of
16 the buildings.

17 Q. And you say recent years, using the hurricanes as the
18 benchmark, how soon before the hurricanes was Government having
19 to then engage in the process of fitting out its own offices?

20 A. (Mrs Stoutt-Igwe) That trend had started--happened
21 before the hurricanes actually. In the Eighties, I remember,
22 Nineties, probably it was the older way of doing things, and I
23 think probably in the 2000s, somewhere in the 2000s, trends
24 started to change.

25 Q. It's obviously very difficult to have fixed criteria

1 because it will depend on the type of building that someone is
2 looking for or that's being offered to you, but what Mr Forbes
3 seems to be pointing to is the idea of some baselines.

4 A. (Mrs Stoutt-Igwe) Right. So that's what we were
5 agreeing, that if we're looking for a building, there were some
6 basic guidelines that we wanted to make sure we had. The
7 building would satisfy this basic criteria, and then there was
8 some fringe benefits with certain buildings. For example, if
9 you're going to be having a building on a second floor, there
10 must be alternative exists, for example; all right? You can't
11 just have buildings where if something happens, there is only
12 one way in and one way out, so there was some basic criteria
13 that we started to look at in terms of what we should be looking
14 forward to approving as we move forward, as leases because some
15 leases would have been going on for years, but those, as we are
16 engaging in new leases, he was saying let us start looking at
17 those standards and the criteria that we are going to require
18 before we engage in some of these new lease arrangements.

19 Q. And how far were you able to take that?

20 A. (Mrs Stoutt-Igwe) I think from that discussion then we
21 started to come up with some new checklists. I think that we
22 talked about some checklists, so since this time we came up with
23 checklists. And what we had each agency do was based on their
24 expertise they started to give us guidelines, for example, with
25 the Fire Department, we know that when they go out, there were

1 certain things they looked for. So, what we started to do was
2 to formalise the process in that we had different checklists for
3 different agencies. So Environment Health would have a
4 checklist, Finance had a checklist, Occupational Health and
5 Safety had a checklist.

6 So, from this discussion, this is where this
7 new--where you see this office accommodation checklist, that's
8 where that derived from, this meeting going forward.

9 Q. Now, Mrs Dabreo-Lettsome, you said that the Policy was
10 updated to 1st of December 2020, so do we take it that the work
11 that started with Mrs Stoutt-Igwe's Committee meeting has over
12 time evolved so that you're in December 2020 able to add that in
13 to the policy?

14 A. (Mrs Dabreo-Lettsome) That's correct. There are 11
15 checklists in total, and there were also some other conditions
16 that I say PS Igwe did quite a bit in trying to come up with
17 some general standards, so there was--the building would be
18 occupied with some basic areas, then the add-on items that will
19 come as part of a maintenance agreement would be for generators
20 or in the case of homes would be for gardening to keep the
21 landscape in order. For the housing accommodations, the
22 maintenance of pools is not covered by the Government.

23 In addition to that, there were also some very
24 specific range of costs for elevators, maintenance of elevators
25 and common spaces.

1 We also set a rate for the lease amounts per square
2 foot that we will consider and this was based on the increases
3 that were occurring, so we do have a CAP on what we are allowed
4 to engage landlords on.

5 There was also an agreement on the outfitting, the
6 extent of the outfitting that the Government will be involved
7 in.

8 And there was also the need following the hurricanes
9 that also saw that there was a requirement for the Certificate
10 of Occupancy to be presented to the Committee from the Building
11 Authority.

12 Q. You explained that you have a cap for square footage.
13 Is there a level that you will not pay above, basically?

14 A. (Mrs Dabreo-Lettsome) Yes, that is correct.

15 Q. And is it a range that you give in terms of guidance
16 to departments, or is it just promulgated to departments on the
17 basis of, well, you don't pay above this threshold?

18 A. (Mrs Dabreo-Lettsome) It is a range, and it's about
19 \$10 below the Market Value.

20 Q. In terms of--and presumably, is it different for
21 whether you're looking at housing accommodation as opposed to
22 office accommodation?

23 A. (Mrs Dabreo-Lettsome) That is correct.

24 Q. And both or either one of you may be able to answer
25 this, but obviously there was an impact on the market following

1 the hurricanes, and you, Mrs Stoutt-Igwe, explained the position
2 that some of the landlords took. How has the market changed
3 subsequently?

4 A. (Mrs Dabreo-Lettsome) What I can say is following Irma
5 and Maria's impact, at the time we had 11,770 buildings
6 registered in the Territory. The losses was over \$900 million,
7 and there were 58 percent of the buildings that were classified
8 as having major damage. That meant that many of them could not
9 be repaired, and we saw the majority of government buildings
10 that were owned and a large percentage of those that were leased
11 fell into that range of excessive damage.

12 There were--I don't know if I can identify from my
13 time at the Department of Disaster Management any building that
14 did not have impact, whether it was impact to glass or impact to
15 doors or the landscaping.

16 The Market, as PS Igwe said, has changed. There's
17 been an increase but there's also been a change in the use of
18 buildings through the Planning Authority. So you do see quite a
19 number of buildings that were outfitted to be more of warehouse
20 formations that have now been converted to providing office
21 space at a lower cost.

22 Sorry.

23 Q. No, please finish.

24 A. (Mrs Dabreo-Lettsome) I was going to say and you will
25 see from the records that we presented that there is a

1 combination of the types of buildings that we have selected to
2 be used for Government accommodations, office accommodations.

3 Q. In terms of, you've said there were over 11,000
4 buildings. Before the hurricanes, you had over 11,000 buildings
5 that Government was using, either because it owned the building
6 or because it was leasing the building?

7 A. (Mrs Dabreo-Lettsome) No, this is over the entire
8 Territory. I just wanted to present a picture of the level of
9 the impact.

10 Q. The impact?

11 A. (Mrs Dabreo-Lettsome) Yes.

12 Q. But--and I think you've explained that the greater
13 majority of government buildings, like private homes, also
14 impacted and suffered damages as a result of hurricanes?

15 A. (Mrs Dabreo-Lettsome) Correct.

16 Q. But taking it to today, in terms of what proportion,
17 if you like, of the Government estate is owned by Government as
18 opposed to lease?

19 A. (Mrs Stoutt-Igwe) I know that we had--I looked at a
20 list this morning--that we constructed something after the
21 hurricane, the Government owns over 100 buildings, and we don't
22 lease 100 buildings.

23 A. (Mrs Dabreo-Lettsome) We have--we are currently as
24 of--the database from 2008 to present has a total of 119 leases
25 included. That's including those that have been terminated.

1 As of the end of--sorry, I had that this morning. As
2 of the end of last year, we had 75 buildings. These are homes,
3 office spaces, land for parking and so forth, combination. We
4 had 75 of those buildings in the database that had active
5 leases.

6 In terms of the percentage, I will have to rely--

7 Q. What we have is Government owning 100 buildings and
8 currently leasing 75, but that covers all the uses that
9 Government might put buildings or land to, which includes, as
10 you said, accommodation or even parking?

11 A. (Mrs Dabreo-Lettsome) And storage, there's small
12 spaces for storage as well.

13 Q. If I could just ask you, Mrs Dabreo-Lettsome, to take
14 back the lever-arch file, and just turn up--you may have it
15 separately--but it's your memorandum that you prepared of the
16 23rd of March 2021?

17 A. (Mrs Dabreo-Lettsome) May I have the page number?

18 Q. One, please? The first page.

19 You can see that this is your memorandum, and it's a
20 memorandum to the Financial Secretary, and it is dated as I said
21 23rd of March 2009, and the subject is "Commission of Inquiry
22 Request".

23 And I think when some of the helpful background that
24 you've put in is drawn from Cabinet Papers that were drafted at
25 an earlier point in time, and you've explained in terms of

1 background, the steps that had to be taken following the
2 hurricanes to find new accommodation for Public Officers so that
3 they could carry on their functions. And in particular, we see
4 on page 1, you deal with the need to relocate Public Officers
5 from the Central Administration Building, as it then was called,
6 whilst it was being renovated.

7 And you then continue through the next pages to set
8 out the efforts that were made to find alternative
9 accommodation, and ultimately you did deal in this memoranda
10 with the Government entering into a number of lease agreements
11 for different departments. Could I ask you just to turn to
12 page 12, please.

13 And again, this is hopefully drilling down a little
14 more into the process that you outlined, but at (f) you set out
15 the different agencies that the Office of the Deputy Governor
16 will liaise with in relation to the lease management process.
17 And the first one, Roman numeral one is Department Heads, and
18 you write there that Department Heads will request new
19 accommodations and lease renewals.

20 In terms of requests, I know that ultimately the
21 office makes a recommendation. Can you, the Office
22 Accommodation, can you refuse a request from a Government
23 Department?

24 A. (Mrs Dabreo-Lettsome) I'm going to ask my colleague
25 because I think I only have one example.

1 A. (Mrs Stoutt-Igwe) I don't know that we can refuse, but
2 there are cases where a request may not be advanced because, if
3 you can clearly see, I know that I dealt with some after the
4 hurricanes where the prices were exorbitant, and we just were
5 not going to advance it. It didn't make any sense to advance
6 it. We asked some persons to go back to the drawing board and
7 look for something else that is a little bit more reasonable.
8 So I don't know that we can refuse, but if you submitted
9 something and we know that it doesn't satisfy some of the basic
10 criteria, we are not going to advance it. Of course we would
11 not advance it communicating to them that it doesn't make sense
12 to go forward. Again, if you're submitting a request and you
13 don't have funds in your Budget to cover the cost, there is no
14 reason for us to advance it, so those are the cases where it
15 will not be advanced but I would say it's refused.

16 Q. Yes, so what you can--you don't refuse to consider it?

17 A. (Mrs Stoutt-Igwe) Right.

18 Q. But what you may conclude is that you won't make a
19 recommendation?

20 A. (Mrs Stoutt-Igwe) No.

21 Q. And that decision may be based on saying to the
22 requesting Department either you won't have the Budget to cover
23 this or--

24 A. (Mrs Stoutt-Igwe) Correct.

25 Q. --or it doesn't make economic sense to do it?

1 A. (Mrs Stoutt-Igwe) Right. To even advance it to the
2 Office Accommodation Committee because if it doesn't satisfy the
3 basic requirements for the Office Accommodation Committee, there
4 is no reason to advance it there.

5 Q. I see.

6 A. (Mrs Stoutt-Igwe) So rather than wasting their time,
7 just tell them up front, you are not the Office Accommodation
8 Committee to make the final decision, but if there is some
9 glaring things up front, it doesn't make any sense, go back to
10 the drawing board.

11 And there are some offices that went back to the
12 drawing board and found alternative arrangement, accommodations
13 that were more suited, that were also within budget and also
14 satisfy the needs that they were looking for.

15 Q. So, in fact, the Deputy Governor's Office, you're one
16 step between the requesting Department and the Office
17 Accommodation Committee, you can actually act as a filter and
18 say no, you have to think again about what it is that you
19 actually want?

20 A. (Mrs Stoutt-Igwe) Yes.

21 A. (Mrs Dabreo-Lettsome) Or we may not engage another
22 lease, we may engage the landlord on a month-to-month payment
23 basis. So there are some times where you have landlords that
24 have not been able to address concerns in the building,
25 maintenance concerns, and we have not extended the lease. We

1 have agreed to go on a month-to-month assignment with the
2 landlord until those matters are addressed.

3 Q. I see. You also write, Mrs Dabreo-Lettsome, that the
4 Office also addresses any accommodation issues which may arise,
5 and this may take us back to the inspection checklist that you
6 were speaking of. But in what way does the Deputy Governor's
7 Office address accommodation issues?

8 A. (Mrs Dabreo-Lettsome) We have a team, it is a small
9 team, and that's why we rely on many of the other Departments to
10 go along with us for that checklist, that's why we have also
11 increased some of the Departments that sit on that Committee
12 because they are able to really determine whether, sometimes you
13 go into buildings and you may see cracks that may trigger some
14 signal of possibly a foundation issue. Sometimes there's mold
15 that's present, and we need to Environmental Health undertake
16 special assignments to do that.

17 Many of the complaints come directly from Departments
18 but we've had instances where Departments have engaged other
19 Departments such as the Department of Disaster Management to
20 undertake what you call a non-structural assessment, and coming
21 out of that Report you would--that Department would have
22 identified some particular issues that will need to be addressed
23 and then we are notified.

24 There have been instances where there has not been a
25 good relationship between that Departments and the landlord, and

1 we have gone in and brought in the team to undertake an
2 inspection ourselves to determine what exactly the issues are.

3 Q. Are there occasions when the Department, if you take a
4 crack or mold or whatever, when the Department will engage with
5 the landlord itself or engage with another Department of
6 Government other than yourselves to try and resolve the problem?

7 A. (Mrs Dabreo-Lettsome) We encourage that, because as I
8 said, our team is very small. So we do encourage them to use
9 the conditions of the lease because a copy is made available to
10 them so that they can engage the landlord to try and address the
11 matters at that point in time.

12 Q. So, are you almost a backup service, which--and you're
13 an option they can use but not something--it's not mandated that
14 they must come to you whenever anything goes wrong in the lease?

15 A. (Mrs Dabreo-Lettsome) No, it's not.

16 Q. If you look then at (ii), it refers to the Office
17 Accommodation Committee, and you say that one of the things the
18 Committee can do in its work, and this is on page 13, is to make
19 recommendations for improvement in the lease process from time
20 to time. Could you just develop that a little, please, for the
21 Commissioner.

22 A. (Mrs Dabreo-Lettsome) I will ask my colleague to add
23 to this, but we have had instances where, for instance, with
24 common areas, there has been a request by some landlords for
25 that area to be paid for by the Government, and we have had to

1 have a specific negotiations with them and make recommendations
2 to Cabinet on whether that should be entertained or not.

3 I'm drawing a blank to the other examples right now.

4 A. (Mrs Stoutt-Igwe) Can you repeat the question?

5 Q. It was examples of the circumstances in which the
6 Office Accommodation Committee will make recommendations for
7 improvement in the lease process.

8 A. (Mrs Stoutt-Igwe) Okay. So, I think that goes back to
9 the checklist that we would have implemented in terms of making
10 sure, for example, you might have had a lease for a number of
11 years but now you're getting ready to renew it, and there are
12 certain things that the checklist will then ask--that you're
13 asked to look for now that will help improve as you move along
14 because there were years ago we didn't make a big fuss about
15 stairs, climbing stairs and stuff like that, but now you have to
16 think more about persons with special needs and access. Access
17 is more of an issue than it was years ago, so things like that
18 you would now look at. But more like I would say the checklist
19 that we have put in place would be where some of the
20 improvements would come.

21 Q. So, the point goes to specific lease arrangement
22 rather than the overarching lease process that you were speaking
23 about, Mrs Dabreo-Lettsome?

24 A. (Mrs Dabreo-Lettsome) The overarching lease process
25 has not changed since 2018. It's remained consistent. What we

1 have done is just look at the lease process within a bigger
2 picture, so the lease process is now a part of public estate
3 management.

4 Q. Which is a policy you're developing?

5 A. (Mrs Dabreo-Lettsome) Correct, because, in two years
6 ago, we received approval to hire what we call a Public Estate
7 Manager, someone with specific skills in this area. Before that
8 time, this entire process was being handled by the Permanent
9 Secretary and the Deputy Secretary. Now, you can understand how
10 difficult that is because there are other policy level
11 decisions, and this is very technical and requires someone with
12 very strong environmental planning and building skills.

13 So, we have been able to bring two individuals on
14 board to work with the other two Members of that team to
15 strengthen the process further.

16 And one of the recommendations coming out of that has
17 been to look at it in a more holistic fashion to come up with an
18 entire strategy for the management of the estate.

19 Q. And is there a long-term goal in terms of, I'll call
20 it the public estate, in that, is it the expectation that
21 Government will own most of the buildings it uses or is it the
22 other way, that Government will actually rent most of the
23 buildings it wants to use?

24 A. (Mrs Dabreo-Lettsome) The intention is to decrease the
25 amount of money that we're spending on leases but to strengthen

1 the maintenance of Government-owned buildings, and to ensure
2 that those buildings are adhering to the same standards as
3 private buildings, so creating more enforcement in the
4 retrofitting and the design of new buildings.

5 So, when this Government came into power, they adopted
6 the smart standards for building designs which is
7 internationally recognised now that you design buildings that
8 are safe, that are healthy, that are green, that are
9 contributing to energy reduction.

10 So, in working with the Recovery Development Agency on
11 the Government buildings that are being retrofitted, we have
12 ensured that those conditions are built in, and at the end of
13 that process with the RDA, that a maintenance manual is handed
14 over to the Government so that there is guidance on how those
15 buildings should be--should be maintained going forward.

16 Q. Could you tell us a little bit more about how the
17 Deputy Governor's Office works with the RDA?

18 A. (Mrs Dabreo-Lettsome) The RDA provides for repairs to
19 Government buildings and there are some specific buildings that
20 are handled by our office. They engage Ministries directly
21 depending on what's being done. If they're buildings that are
22 not directly with us, for instance, there are schools that are
23 being repaired, there's an information-sharing process that we
24 will be able to receive information on what is being done to
25 schools, what is being done to recreational parks.

1 So I will give you an example. Yesterday I got an
2 e-mail from education that they were handing over a recreation
3 park in Anegada on Sunday, so we have been invited--we've
4 received information on what was done and we have an indication
5 of the Scope of Work, so that helps us to be able to provide
6 that documentation on the estate that is necessary going
7 forward.

8 Q. And your public-estate-management framework that
9 you're developing, is it focused on what I've been calling
10 Government buildings which is where Public Officers either live
11 or work, or is it wider than that? Is it intended to bring in
12 to the fold, schools, or recreational parks?

13 A. (Mrs Dabreo-Lettsome) Yes, everything that is owned by
14 the Government. We have actually just recently received some
15 funding from the SCDO to engage with the RCIS which is an
16 institute in the UK which will help our offices to be able to
17 understand how to apply a value to the estate.

18 Q. Is that the Royal Chartered Institute of Surveyors?

19 A. (Mrs Dabreo-Lettsome) Thank you. That is it, yes.

20 Q. So, going forward, when you say "our offices", is that
21 offices within the Deputy Governor's Office?

22 A. (Mrs Dabreo-Lettsome) This is the Deputy Governor's
23 Office.

24 Q. So, it's part of the Policy development for the future
25 that you will actually be able to put a value, a proper value on

1 the estate?

2 A. (Mrs Dabreo-Lettsome) That's correct. We are not only
3 training Members of our office public estate team. We are
4 training, I believe there are seven Members of the OAC team
5 located in different Government Departments that are qualified
6 to be able to receive that training and become certified in the
7 valuation process.

8 But there are buildings, for instance, the emergency
9 shelters are managed by the Ministry of Health, schools are
10 managed by the Education Department, so it's really to just
11 create that overarching framework that determines what the
12 estate looks like and what is the value of the estate, so that
13 not just the Deputy Governor's Office but any Ministry wanting
14 to make decisions for the future use of those buildings that
15 they have access to that information in a database that we are
16 also developing through that funding.

17 Q. And in terms of timelines for--we've spoken about an
18 overarching framework, training officers in valuation, and
19 building up a database, have you got a timeline for that work?

20 A. (Mrs Dabreo-Lettsome) I do.

21 The database and the training will be completed by
22 March of next year, and the framework will be hopefully
23 presented to Cabinet by December of this year.

24 Q. And is that the sort of--Cabinet is the ultimate
25 arbiter, is it? The work you will do will find its way into a

1 Cabinet Paper that will then be either agreed to or possibly
2 amended or sent back by Cabinet?

3 A. (Mrs Dabreo-Lettsome) The public estate framework,
4 yes.

5 Q. And who gets to put that in front of Cabinet? Does it
6 come from the Deputy Governor's Office itself or does it go
7 through the Ministry of Finance?

8 A. (Mrs Dabreo-Lettsome) Because it's a policy document
9 on the estate, and the estate is handled by the Deputy
10 Governor's Office, we will put that forward. If there are
11 financial implications within the paper, then the paper will be
12 transferred to the Ministry of Finance.

13 Q. Returning to your memorandum, please,
14 Mrs Dabreo-Lettsome, on page 13, you refer to the Minister for
15 Finance and the Ministry of Finance as two separate entities.

16 Just clarify a little bit the difference in terms of
17 the roles that the Minister will play as opposed to the
18 Ministry.

19 A. (Mrs Dabreo-Lettsome) From what I understand, and
20 again, I will ask my colleague to correct me if this is wrong,
21 the process that's defined in the document calls for an
22 engagement with the Minister of Finance through the Ministry of
23 Finance. So, if there is a Cabinet Paper that the Minister of
24 Finance is taking to Cabinet, that paper will be sent to the
25 Financial Secretary for his comments and for him to ensure

1 comments are received by the Attorney General's Chamber, and
2 then that paper is carried to Cabinet by the Minister of
3 Finance.

4 A. (Mrs Stoutt-Igwe) Right.

5 And in addition to that, the reason for the engagement
6 of the Minister of Finance before the paper is prepared because
7 you're--the paper is being prepared by the Deputy Governor's
8 Office, so before the paper gets to Cabinet, the Minister of
9 Finance, because you're spending the Government's funds, must
10 have given approval for the Government to go in and engage with
11 this new lease arrangement, so that's the reason why we get his
12 approval prior to going to Cabinet so that he's aware of the
13 decision that was taken, the recommendation came from the Office
14 Accommodation Committee, but the Minister of Finance needs to
15 sign off, and then we prepare a Cabinet Paper because you
16 wouldn't want a situation where you send a paper to Cabinet,
17 Minister of Finance, yes, he's taken the paper but he has no
18 knowledge that we are getting ready to spend money on this
19 because it could be a case where yes, we are making a
20 recommendation, but maybe the Minister of Finance might have had
21 another idea as to how this can be done. So you want to make
22 sure that the Minister of Finance is aware of what is taking
23 place ahead of the Cabinet Paper.

24 Q. Break that down for me, please, Mrs Stoutt-Igwe.

25 Perhaps hopefully not oversimplify in the process, but--

1 A. (Mrs Stoutt-Igwe) Okay.

2 Q. --a Department will--might come to the Deputy
3 Governor's Office saying we would like to rent some additional
4 space. This is where it will be. If it meets the basic
5 criteria and doesn't sort of cause the Permanent Secretary in
6 the Deputy Governor's Office to raise an eyebrow or two, it will
7 go to the Office Accommodation Committee?

8 A. (Mrs Stoutt-Igwe) Right.

9 Q. That Committee will make a recommendation, which will
10 then go to the Minister.

11 A. (Mrs Stoutt-Igwe) Correct.

12 Q. Because if the Minister approves, you draft up the
13 paper, but it is actually taken to Cabinet by the--

14 A. (Mrs Stoutt-Igwe) By the Minister of Finance.

15 Q. And therefore, on its face it will look as if it's
16 emanating from the Ministry of Finance as a paper?

17 A. (Mrs Stoutt-Igwe) Right. It will become their paper
18 because it's coming from the Minister of Finance. So we're
19 basically just transferring the paper to them.

20 (Overlapping speakers.)

21 Q. So the draft leaves you, they finalise it and put it
22 in front of Cabinet?

23 A. (Mrs Stoutt-Igwe) Correct.

24 Q. But from a budgetary perspective, at the end of the
25 day, the requesting Department that initiated the entire process

1 right from the beginning has to have that money in its budget?

2 A. (Mrs Stoutt-Igwe) Yes, that's a part of our
3 requirement in submitting and preparing the paper to go to the
4 Office Accommodation Committee, there is a financial section
5 that we need--we have to indicate that the office has sufficient
6 funds within the budget to advance this paper.

7 Q. I see.

8 On the table you will see a smaller lever-arch file,
9 which is--contains an affidavit which has been provided by
10 Jeremiah Frett, the current Financial Secretary, and Mr Frett
11 will come a little later to speak to that Affidavit.

12 But if I just draw your attention to the first page of
13 it because he's got a heading "Process of Approving Government
14 Lease Arrangement with Private Landlords", and he sets out that
15 the management of leases for privately owned properties is
16 system currently the responsibility of the Deputy Governor's
17 Office. He explains that, as you've said, that the Ministry is
18 a Member of the Office Accommodation Committee, and the Deputy
19 Financial Secretary sits on that Committee. What he says at 2.3
20 is "the Committee considers and makes recommendations for
21 entering into lease agreements and behalf of a Government
22 Department". If you look at 2.4, Mr Frett continues, "the
23 Committee's recommendations are submitted to the Minister of
24 Finance for approval. However, as the recommendations are
25 submitted to the Minister of Finance through the Premier's

1 Office, the Ministry's unable to provide any copies of these
2 recommendations". This is Mr Frett's explanation for why he
3 couldn't provide certain documents.

4 "I should also add that I'm unaware of why the
5 recommendations are submitted to the Minister of Finance through
6 the Premier's Office, and that the Deputy Governor's Office is
7 likely to be the Department with the knowledge of why it is done
8 this way".

9 So, Mr Frett has set you both up nicely to possibly, I
10 hope, explain that detail of how it works because obviously, as
11 we know, the Premier is always also the Minister of Finance in
12 the BVI.

13 I mean, you don't have to agree with Mr Frett, but is
14 that the way it works? And if it is, why is that the way it
15 works?

16 A. (Mrs Stoutt-Igwe) I guess because the Minister of
17 Finance--there is one instance when the Minister of Finance was
18 not the Premier, so I'm not sure how it was handled, but I think
19 because the Minister of Finance sits in the Premier's Office
20 that is where the correspondence goes.

21 Do you have anything--an example of what went to him?

22 A. (Mrs Dabreo-Lettsome) Yes.

23 PS Igwe is correct. The correspondence is addressed
24 to him in the Premier's Office. Those are the recommendations
25 that come from the OAC. I think it's just really just to

1 advance the process because he's not physically sitting as the
2 Minister of Finance. But the Minister of Finance will receive
3 the Cabinet Paper which will have the exact details that would
4 have been communicated to the Premier in that recommendation
5 from the OAC.

6 And in addition, his representative is on the OAC
7 Committee, so he would have had sight of the document that is
8 being communicated to the Premier.

9 Q. And been involved in formulating that document?

10 A. (Mrs Dabreo-Lettsome) Correct.

11 COMMISSIONER HICKINBOTTOM: Is the reason it goes to
12 the Premier's Office purely because the Financial Secretary's
13 physically in the Premier's Office?

14 THE WITNESS: (Mrs Dabreo-Lettsome) The Financial
15 Secretary is not physically in the Premier's Office.

16 COMMISSIONER HICKINBOTTOM: Right, so why does it go
17 to the Premier's Office?

18 THE WITNESS: (Mrs Dabreo-Lettsome) The Premier is the
19 Minister of Finance as the Premier sitting in the Premier's
20 Office.

21 COMMISSIONER HICKINBOTTOM: No, I understand that the
22 Premier and the Minister of Finance are one person, and usually
23 not always but usually are the same person.

24 THE WITNESS: (Mrs Dabreo-Lettsome) Yes.

25 COMMISSIONER HICKINBOTTOM: But I'm just wondering why

1 it goes to the Premier's Office rather than to the Ministry of
2 Finance.

3 THE WITNESS: (Mrs Dabreo-Lettsome) I think if you
4 look through the correspondence that we've provided you, you
5 will see that we write to his private secretary to say that this
6 is for the Premier, but she's copied in so that she's aware that
7 we need to get the lease advanced. So it's really just a way to
8 get the process going quickly.

9 COMMISSIONER HICKINBOTTOM: Yes.

10 So, the--we know the Ministry or the Minister actually
11 of Finance does have input because he's effectively got to sign
12 off the money?

13 THE WITNESS: (Mrs Dabreo-Lettsome) Correct.

14 COMMISSIONER HICKINBOTTOM: But the Premier's Office
15 doesn't have any input in that sense? It's really just a
16 conduit, so far as you're aware, to get to the Ministry of
17 Finance?

18 THE WITNESS: (Mrs Dabreo-Lettsome) That's what is
19 said in the procedure, yes.

20 COMMISSIONER HICKINBOTTOM: Now I understand it.

21 BY MR RAWAT:

22 Q. It's sort of historical consequence of the fact that
23 the Premier has very often been the Minister of Finance, if you
24 want to get something in front of the Minister of Finance, you
25 get it in front of the Premier, and that speeds things up?

1 A. (Mrs Dabreo-Lettsome) Correct.

2 Q. Although it's addressed to the Premier's Office, when
3 it lands on his desk, what you want him to do, or she, to do is
4 to put on the Minister of Finance hat and consider it?

5 A. (Mrs Dabreo-Lettsome) Yes.

6 Q. But in terms of the knowledge that the Ministry will
7 have firstly, it's because they input into recommendations?

8 A. (Mrs Dabreo-Lettsome) Correct.

9 Q. Secondly, the Minister of Finance sends back a
10 recommendation and says I don't think this will work. The
11 Office Accommodation has to reconsider it anyway?

12 A. (Mrs Dabreo-Lettsome) Correct.

13 Q. And again, the Minister will be involved in
14 reformulating that?

15 A. (Mrs Dabreo-Lettsome) Yes.

16 Q. And the accepted recommendations find their way into a
17 Cabinet Paper that the Ministry of Finance signs off, in effect?

18 A. (Mrs Dabreo-Lettsome) Correct. The Members of the OAC
19 also sign off on the recommendations. So there are lines for
20 each person that's represented on that Committee to sign.

21 Q. Now, one of the features that we see is that the
22 Premier signs the leases on behalf of the Government of the BVI,
23 and is that the case with every lease, that the Premier will
24 sign every time?

25 A. (Mrs Stoutt-Igwe) Yes, as far as we're aware, similar

1 thing that is done for contracts, the Premier is the one who
2 signs.

3 Q. And has that ever changed with different
4 administrations? Does the Premier ever delegate to the other
5 Ministers or Officers the signing of leases?

6 A. (Mrs Stoutt-Igwe) I'm not sure about leases. I know
7 in the past there were delegation for contracts to different
8 Ministers, but I'm not sure about the leases, those I have been
9 involved have been sent to the Premier.

10 Q. So, your experience as--of course, your time as
11 Permanent Secretary has been it's the Premier that signs off.

12 COMMISSIONER HICKINBOTTOM: Mr Rawat, I note the time.

13 MR RAWAT: Could I ask two quick questions?

14 COMMISSIONER HICKINBOTTOM: Find a convenient break,
15 and then we'll break, thank you.

16 BY MR RAWAT:

17 Q. Just two quick things just again about the process.
18 The papers referred to the Facilities Management Unit. What
19 does that do?

20 A. (Mrs Dabreo-Lettsome) This is the Government's
21 facilities management mechanism to support--it's really
22 originally designed to assist with maintenance of the Central
23 Administration Building, but to the public transmission
24 programme, what I have seen since my time in the Office of the
25 Deputy Governor as Permanent Secretary, there is now an idea to

1 have a centralized Facility Management Department that will deal
2 with the maintenance of buildings across Government. That has
3 not rolled out fully. That responsibility used to be with the
4 Public Works Department, but we do engage the Facilities
5 Management Unit because they do have expertise to assist with
6 the repairs to the Government buildings.

7 Q. And is that Government-owned buildings or also
8 Government-leased buildings?

9 A. (Mrs Dabreo-Lettsome) Government-owned buildings.

10 Q. And the Public Estates Committee?

11 A. (Mrs Dabreo-Lettsome) We do not deal with maintenance
12 of the buildings. There are times when we are able to work with
13 the Ministry of Finance to hire a contractor if the maintenance
14 issues are beyond the facilities management unit, then we will
15 get involved with overseeing that contract and making sure that
16 the conditions and the responsibilities from our end are met.

17 Q. And that's the work of the Public Estates Committee?

18 A. (Mrs Dabreo-Lettsome) Yes, it is.

19 Q. One last matter before we break. There is references
20 in the papers to a comparative Assessment Report. Is that
21 something that you can shed any light on?

22 A. (Mrs Stoutt-Igwe) Where is that reference?

23 A. (Mrs Dabreo-Lettsome) Give us the reference, please?

24 Q. That is the one thing I can't do. I have not been
25 able to find it again.

1 A. (Mrs Dabreo-Lettsome) Yes.

2 Q. That allows us another good reason for having a break
3 now, and I will try and find the reference.

4 COMMISSIONER HICKINBOTTOM: We have a Stenographer,
5 and he just needs a break after an hour or so. So, if we take
6 five minutes now, we will come back and complete your evidence.

7 THE WITNESS: (Mrs Dabreo-Lettsome) Thank you.

8 COMMISSIONER HICKINBOTTOM: Thank you very much.

9 (Recess.)

10 COMMISSIONER HICKINBOTTOM: Good. Thank you,
11 Mr Rawat. We're ready to continue.

12 MR RAWAT: Thank you, Commissioner.

13 BY MR RAWAT

14 Q. Commissioner, I haven't been able to find reference to
15 comparative Assessment Report, so I think I will move on, if I
16 may.

17 BY MR RAWAT:

18 Q. Could I take you back, please, Mrs Dabreo-Lettsome, to
19 your memorandum, and that's at (b) (2) in that part 5 we're
20 looking.

21 If you look at the top of the page, so it's number 2,
22 page 2 in that bundle, the top of your memorandum, you've said
23 the Public Estates Committee held on 16th of September 2019 a
24 meeting which various Departments were present, including your
25 office. And various accommodation was considered, and that was

1 in the context of trying to find accommodation for approximately
2 300 Public Officers that had to leave the Central Administration
3 Building.

4 If you look further down that. There's a paragraph
5 that begins "in viewing the potential spaces, it was noted with
6 concern the heavy congestion in the Road Town locale", and
7 consideration was given to widen the search, and other
8 accommodation was then identified in various locations.

9 Now, what then goes on, if you go to page 3, and this
10 may just be drafting, and it comes from a Cabinet Paper, but you
11 write, in addition to the previously recommended properties.
12 Cabinet was also asked to consider two additional accommodations
13 that could serve to house government departments if necessary.
14 And then you say: Based on size, location, readiness of the
15 space and cost, the following properties were identified as
16 additional accommodation.

17 And then if you go over--give me a moment.

18 (Pause.)

19 Q. What's listed is--sorry, give me one moment. Yes, if
20 I take you back, actually to page 2, I will ask you a question
21 and see if you can clarify it. You have at the top various
22 accommodation, for example, in Sea Cows Bay, Fish Bay, the RG
23 Hodge Plaza, Cutlass Tower being considered, and then you make
24 the point that there was concern over heavy congestion,
25 availability of parking, et cetera. And then you list the

1 same--same locations, and it's just to clarify.

2 It seems to be that because of the heavy congestion
3 issues, you were suggesting alternative locations, but they're
4 the same as those that were previously recommended?

5 A. (Mrs Dabreo-Lettsome) Some of them are, the point that
6 we were making there was that it was not a norm to go outside of
7 the central Road Town area to identify office space for
8 Government because we had the challenge, we started to search
9 outside of the outskirts of Road Town, so the Fish Bay area is
10 more of an industrial-developed area that was transitioning to
11 be more of a commercial area, and so we reached out--I'm not
12 sure if you're aware, but right now our Treasury Department is
13 located in that area as well as Inland Revenue, so there needed
14 to be some discussions with the Department Heads and a clear
15 indication to Cabinet why we were going outside of the central
16 Road Town District. We also went into the Sea Cows Bay's area
17 and looked at accommodation that was available there as well.

18 Q. If you go to page 4, please, top of the memorandum you
19 refer to a Cabinet decision to give exceptional approval for the
20 office of the Deputy Governor and the Ministry of
21 Transportation, Works and Utilities, in consultation with the
22 Ministry of Finance, to make adjustments to leases and to obtain
23 changes in spaces if necessary with respect to relocating
24 departments from what's now The Honourable Ralph T O'Neal
25 Administration Complex without having to return to Cabinet for

1 approval.

2 So, hitherto, you had to do that, and presumably, even
3 in the immediate post-Irma years, you also had to every time you
4 were renewing a lease or entering into a new lease or varying a
5 lease, you had to return to Cabinet for approval; is that right?

6 A. (Mrs Dabreo-Lettsome) For new leases, yes. If there
7 was a change along the way. Because we were having such a
8 challenge identifying buildings, we wanted Cabinet to give us a
9 little bit of leverage to make those minor adjustments to the
10 lease rather than having to come back again, so these were for
11 the new leases that we were--

12 Q. Entering into?

13 A. (Mrs Dabreo-Lettsome) Entering into, yes.

14 Q. So, what did you still have to go to Cabinet for?

15 A. (Mrs Dabreo-Lettsome) We--initially, we had a list,
16 and through the negotiations with the landlords, we found that
17 there was a lot of movement because a lot of Trust Companies
18 were already in discussions with the landlords, and there was
19 negotiation happening there. And as the Government, we had to
20 give them a package that was as attractive. We couldn't do that
21 to the extent that the private sector could, so what we did was
22 to ask Cabinet for just an approval with the relevant bodies
23 involved, the Ministry of Finance, that if we needed to
24 negotiate a little bit upward, then we had the ability to do
25 that rather than coming back into Cabinet.

1 Q. And do you still have that exceptional approval?

2 A. (Mrs Dabreo-Lettsome) No, because this was just for
3 the buildings that were specific to the Central Administration
4 Building.

5 Q. I see.

6 And once you had that and placed the various
7 Departments, you didn't need it anymore?

8 A. (Mrs Dabreo-Lettsome) No. This process is complete.
9 We have submitted a report. We're asked to provide a report on
10 an annual basis, so the movement of offices from the Central
11 Administration Building, that Project is now complete.

12 Q. But in terms of an option that allowed your office to
13 be perhaps more flexible, did you see it as a beneficial step
14 for Cabinet to have taken?

15 A. (Mrs Dabreo-Lettsome) I did, because we were--I think
16 there was one point where we had four departments we just could
17 not find suitable location. You're not familiar with the spaces
18 but we actually took warehouses and converted them to become
19 office spaces, and that required a lot of outfitting.

20 But the advantage there was that the cost, the least
21 amount per square footage, was significantly less than what we
22 would have paid within Road Town, so that's why we asked for the
23 Ministry of Finance to be on board because we were able to
24 demonstrate to them that going outside of the Central District,
25 even though we were using buildings that were not the norm, the

1 cost reduction was significant even when you added the
2 outfitting costs to it.

3 Q. Do you think that as an option that's something that
4 Cabinet should think about making permanent? Because you do it
5 in consultation with the Ministry of Finance.

6 A. (Mrs Dabreo-Lettsome) Yes.

7 Q. And with another Ministry. But in terms of affording
8 the three Departments or Ministries together, some flexibility
9 about how they negotiate these ordeal with leases, do you think
10 there is a valuable lesson there?

11 A. (Mrs Dabreo-Lettsome) If that decision is to be made,
12 I think we will need to have more specific details on the range
13 of costs for specific items. We don't have that written
14 formally and presented to Cabinet, so I would hesitate in us
15 having that overarching ability to do that without a firm
16 agreement on the range of costs for each area that we're
17 engaging in the lease.

18 Q. Mrs Stoutt-Igwe, would you have a different view?
19 Would you agree?

20 A. (Mrs Stoutt-Igwe) I would prefer that the
21 decision-making be left to the Cabinet overall. I understand
22 what was done with this because if you know a time frame in
23 terms of trying to get persons when spaces became available, so
24 I think this was the better thing to do simply because I know we
25 find ourselves in having to make an adjustment from the Ministry

1 of Education that a decision had already been made, and then we
2 found an additional space. Because an agreement--approval had
3 already been given for the space, I didn't see the need to go
4 back to Cabinet, so I was grateful for the opportunity that
5 Cabinet gave to the Deputy Governor's Office at that time
6 because it was all around getting out--getting departments out
7 of the admin complex. Time was a factor. So I think the
8 ability for the Deputy Governor's Office to have that
9 flexibility so that you can move when properties became
10 available, I think because of the large-scale move that you were
11 doing at the time, because of the fact that others are going to
12 be doing--done occasionally, I think the authority should remain
13 with Cabinet.

14 Q. Now, one of the buildings that was utilized and that
15 you moved into that was the RFG Building, which I think the
16 Ministry of Finance rented that, and it was five years from the
17 1st of September 2020.

18 If we go to page 70 in that lever-arch file, please.

19 A. (Mrs Dabreo-Lettsome) Can you clarify the number?

20 Q. Seven-zero?

21 A. (Mrs Dabreo-Lettsome) Thank you.

22 Q. This is a Ministry of Finance Memorandum from the 14th
23 of July 2020. And if you look at--it relates to the use of
24 Skelton Bay Lot at Fish Bay. But if you go to page 71, what's
25 mentioned is that the Rita Frett-Georges Building, RFG, was

1 envisioned to house certain Departments under the Ministry of
2 Finance, but this is no longer feasible as originally envisioned
3 due to limited space, ability to service the public effectively
4 and readiness of the building. So, that was the position in
5 July 2020.

6 I just wanted your help with this because if we go to
7 page 76 in the same bundle, seven-six, we see that there's then
8 a sublease entered into which is signed, and we can see that at
9 page 88 in August 2020. If you can, just help with this because
10 we have a lease for the RFG Building, a sublease being signed in
11 August 2020, but it's noted in July 2020 that it's not able to
12 support the needs of the Ministry of Finance. Was there any
13 reason that a decision was made to go ahead with it?

14 A. (Mrs Dabreo-Lettsome) Yes.

15 So, the RFG Building was originally used by the
16 Ministry of Finance to house a number of their Departments. The
17 building had extensive damage, and we ended the lease. The
18 lease was surrendered. The building--it took some time for the
19 repairs to be completed, and there was a lot of discussion with
20 the landlord about some additional areas that needed to be
21 improved, for instance, the elevator or installed. I'm not sure
22 whether it was approved--improved or installed.

23 At the time when the social distancing procedures came
24 into effect, we therefore realised that the space in many of the
25 buildings that were originally occupied with Departments could

1 no longer work, so the Ministry of Finance needed to have
2 additional space to accommodate their Departments.

3 So, the Ministry itself, the Ministry proper and some
4 of their key Departments that worked closely with them would
5 re-enter that building but the Department of IT and Inland
6 Revenue Department, which was with that Ministry at the time,
7 Department of IT has since moved on to another Ministry, but at
8 the time those Departments, the decision was for them not to
9 return to that building, but that we find accommodations at the
10 Skelton Bay Lot.

11 The Ministry has since moved into or they are in the
12 process of moving into the RFG Building, and with that move they
13 can determine how many of those Departments that were not--that
14 are no longer with them, how many of them can actually be
15 accommodated in the RFG Building. So that was the reason for us
16 to continue to engage in that lease.

17 Q. If you go back to 71, please. This takes us to the
18 point you were referring a few moments ago, Mrs Dabreo-Lettsome,
19 to Skelton Bay Lot, and there's a reference to that in the
20 paper, which in the paper it explains that it's going to need
21 retrofitting and outfitting, and the cost of the work is
22 estimated at \$621,000 for three Departments covering 4,000
23 square feet of space, respectively.

24 And what the paper speaks to is the decision being
25 made to waive the tender process for that retrofitting and

1 outfitting exercise.

2 Now, were any alternatives considered in relation to a
3 tender process?

4 A. (Mrs Dabreo-Lettsome) These were the last four
5 Departments that remained in the Central Administration
6 Buildings--well, three plus one. It became extremely difficult
7 to find any location. We then had the Minister of
8 Transportation and Works who said to us that we needed to get
9 space for them urgently because the building continued to
10 deteriorate--the Central Administration Building, continued to
11 deteriorate. And I think what happened when the works actually
12 started on the Central Administration Building, because of the
13 time frame that was left to start the repairs in that building,
14 they then discovered many other things, so there was an urgency
15 to get Departments out of the building.

16 In addition, the works had to start in the Central
17 Administration Building while we still had Officers there, and
18 there became a major health and safety issue. We had many
19 Departments calling, we had Departments that could not go to
20 work. We had Offices that were closing because the generators
21 didn't come on at some point in time or the scent of the mold
22 was too strong, the noise was too much, so we asked Cabinet to
23 allow us to waive the tender to allow for the outfitting of the
24 Skelton Bay Lot to take place quickly.

25 Q. So you could get the last four Departments?

1 A. (Mrs Dabreo-Lettsome) Exactly, Yes.

2 Q. What is the current state of repairs to the Central
3 Administration Complex?

4 A. (Mrs Dabreo-Lettsome) The roof--the skylight has been
5 replaced, the roofing, I believe, the covering has been
6 completed. The interior designs are, I would say, maybe about
7 80 percent. We've been fully engaged with the Ministry that's
8 leading that Project.

9 So once the Departments exited, we saw a rapid
10 increase in the work that could take place within the building
11 itself.

12 Q. And which Ministry is leading on the Project?

13 A. (Mrs Dabreo-Lettsome) The Ministry of Transportation,
14 Works and Utilities.

15 Q. And in terms of your Office how, if at all, does it
16 interact with that process?

17 A. (Mrs Dabreo-Lettsome) We are right at the table with
18 them. There are meetings that are held weekly. We review the
19 designs, we make recommendations on space. We make
20 recommendations on which Departments will re-enter the
21 Administration Building. We are looking at areas of common use
22 of services to allow for easier access by the public. So we're
23 fully engaged.

24 Q. Could you turn up, please, page 132, please. Again,
25 what I'm moving on to, if I may, is trying to use some examples

1 of leases that you entered into. If you can, just explain how
2 the process works and where your office will interact in the
3 process and where you don't interact in the process. If you
4 could keep that in mind, please.

5 So, what you have at 132 is a letter to Lake
6 Development Company Limited dated the 18th of October 2017.

7 And if I give some background, 2014-2015, the
8 Government had signed five year lease agreements for the third
9 and sixth floors of Cutlass Tower, which is owned by the Lake
10 Development Company Limited. And that space had served as the
11 headquarters of the Virgin Islands Shipping Registry. And of
12 course, the building was, as with so many, damaged in the
13 hurricanes. And what there is here is a letter from the
14 Government addressed to Ms Patsy Lake as the Director of that
15 company, and it's giving written notice of the need to "secure
16 and restore" the building.

17 So, we take it from that, that in the aftermath of the
18 hurricane, that building was uninhabitable?

19 A. (Mrs Dabreo-Lettsome) The building was damaged, yes.

20 Q. But it wasn't--you weren't in a position where Public
21 Officers could actually return to work in that building?

22 A. (Mrs Dabreo-Lettsome) I'm going to ask my colleague to
23 take this because I think her memory on this is much clearer
24 than mine.

25 A. (Mrs Stoutt-Igwe) It was not habitable, the windows

1 were out, things from the ceilings were showing. It was not
2 habitable.

3 Q. What the letter speaks to is that it purports to sort
4 of follow up on numerous conversations concerning the need for
5 the lessor to cause the said building to be secured and
6 restored.

7 Would your office, Mrs Stoutt-Igwe, have been involved
8 in those conversations?

9 A. (Mrs Stoutt-Igwe) No, those discussions were strictly
10 between the Premier's Office and the landlord.

11 Q. Was it the Premier's Office because the Virgin Islands
12 Shipping Registry sat under the Premier's Office?

13 A. (Mrs Stoutt-Igwe) Correct.

14 Q. Again, using as an example of process, is this one way
15 the Deputy Governor's Office is an optional recourse rather than
16 in any way needing to be involved in such discussions?

17 A. (Mrs Stoutt-Igwe) If I can just say that, after the
18 hurricanes, we had to do an assessment of buildings that have
19 been damaged severely. We had different levels of damages that
20 took place. We had to then determine which offices were able to
21 relocate to those spaces and which were--which we had to find
22 alternative arrangements for.

23 The Government's office, the Central--the new Central
24 Administration Complex actually became this building because
25 this is the building from which we operated from certain

1 services, so Shipping Registry was actually relocated downstairs
2 where we were with the Deputy Governor's Office for a couple of
3 Officers because the spaces were so limited that we only had a
4 fraction of some staff members operating some Offices were only
5 operating at a fraction.

6 So, after we did the assessment, Departments were
7 asked to do the assessments based on the premises that they
8 occupied, and there were a couple of leases that were damaged,
9 depending on the lease arrangements, there were some leases that
10 had already expired, we were probably on a month-to-month basis,
11 there were a couple we were able to just go ahead and terminate
12 because they were just not going to be habitable.

13 Others the Departments--the places were damaged, so
14 Departments were in contact with the landlords as to secure the
15 buildings, and then, of course, there were a number of them that
16 had to--because there was no other place to store documents as
17 far as some of the documents remained in the buildings, and then
18 there had to be discussions with the landlords in terms of
19 suspending rent, pay partial rent. Those discussions had to
20 take place after that.

21 Q. Well, following up on what you say about discussions,
22 if we turn to page 134, you can see there a letter dated the
23 27th of July 2018 from a lawyer representing Lake Development
24 Company Limited addressed to the Permanent Secretary in the
25 Premier's Office regarding the tenancy of the third and sixth

1 floors of Cutlass Tower, and it points out that or refers to the
2 letter that we were just looking at, although it gets the date
3 wrong, but presumably you would not as the Deputy Governor's
4 Office have been privy to any correspondence or discussion that
5 was going on between the Premier's Office and the landlord?

6 A. (Mrs Stoutt-Igwe) Not at that time. I think we were
7 probably--we might have been copied later on. We weren't copied
8 on the letter, the October 18 letter, 2017. I don't see any
9 indication that we were copied on the one from the lawyer in
10 2018. No.

11 Q. What appears to be the case from the letter is that
12 the landlord points out or it's pointed out that the landlord
13 hasn't received any rent payment for almost 10 months, and that
14 the Virgin Islands Shipping Registry had moved out of the
15 building and, indeed, moved into another location. But at 135
16 we have, is the point is made that the Government has retained
17 the keys, employees have continued to access the building on a
18 daily basis to retrieve files and documents and, therefore, some
19 rent was due. And the proposal that was made was to pay for the
20 first three months after the Hurricane up to 50 percent, and
21 therefore 75 percent.

22 In terms of resolving that issue, did your office
23 become involved at all?

24 A. (Mrs Stoutt-Igwe) Yes, we did. We--it was brought to
25 our attention--and I think because Shipping Registry by that

1 time, yes, they were occupying a different building and had been
2 asking to enter into a new lease arrangement with another
3 landlord, and I think we have asked them to settle the matter
4 where they were before because we were not prepared to advance
5 another request for Government to be paying rent at two
6 different locations. So we had asked them to sort out that
7 matter to look for an alternative site where they could then
8 move their files to so that they could conclude the arrangement
9 over there.

10 Q. Obviously, the dimension to all of this is the
11 hurricanes.

12 A. (Mrs Stoutt-Igwe) Yes.

13 Q. And circumstances in which you and so many Public
14 Officers would have been working under, but stepping back from
15 that, where we see a sort of example, if you like, where there
16 is what might be described as a dispute over rent between
17 landlord and the Government Department, again taking you back to
18 process, is that the sort of thing that the Deputy Governor's
19 Office would routinely expect to become involved in?

20 A. (Mrs Stoutt-Igwe) Not necessarily because it is a
21 dispute--that's where we turn--once you start having lawyers
22 writing letters, it's time to engage the Attorney General's
23 Chambers, so that's usually a recommendation, make sure you get
24 Chambers--inform Chambers as early as possible in the process,
25 but that was not a role--direct role of the Deputy Governor's

1 Office. Our role comes in with negotiating for making
2 arrangements for OAC, but that was not a matter for the OAC at
3 that time.

4 Q. So, you're not, although it may be that Departments
5 might come to you for guidance, that's not your role, where
6 there is a dispute, a Department might choose to solve them, but
7 what the advice that you would give is get the Attorney
8 General--

9 A. (Mrs Stoutt-Igwe) Get the Attorney General because
10 we're not the legal experts, and we were not prepared to be the
11 referee in a case like this.

12 Q. If we turn up page 141?

13 A. (Mrs Stoutt-Igwe) Okay.

14 Q. What then happens in relation to at least the tenancy
15 of the third floor is that the Permanent Secretary at the
16 Premier's Office on the 6th of November 2018 gives notice in
17 relation to the lease of the third floor and that it shall end
18 in accordance with the lease. And your Department is copied
19 into that. Who would have made the decision to terminate the
20 lease?

21 A. (Mrs Stoutt-Igwe) Who wrote the letter.

22 Q. Right.

23 But would it have come on the heels of your office
24 saying we can't justify paying for two buildings?

25 A. (Mrs Stoutt-Igwe) Yes, and because we know that the

1 matter was outstanding and they still had files and other things
2 and we know that they were trying to access the building, we did
3 ask them, we had written to them a couple of times saying to
4 them, bring this matter to conclusion because it's getting a
5 little bit--the waters are beginning to get a little bit muddy,
6 so we did ask them to try to make a decision, especially because
7 of the fact that the lawyers had already written about the
8 matter. It was time to bring it to conclusion.

9 Q. I think we can see that, if we turn up to page 142
10 because this is a memorandum from the Permanent Secretary of the
11 Premier's Office to the Permanent Secretary in the Deputy
12 Governor's Office dated the 8th of November 2018, and it sets
13 out some of the history, and it's quite clear that by now, at
14 least, your office is involved or certainly aware of what's
15 going on because there is reference made to the Deputy
16 Governor's memorandum of the 6th of November 2018, and
17 circumstances whereby the landlord has seen it fitting to use
18 the media to express justification for the payment of rent she
19 believes is owed and to disparage the reputation of the
20 Government. The Premier's Office deemed it of utmost importance
21 that in Government, the time is taken to assess the best
22 approach to addressing this matter and to stand as one
23 Government in speaking to not only the landlord but the public
24 as deemed necessary.

25 It then sets out the circumstances in which, by

1 reference to the hurricanes of 2017, a decision was taken to
2 suspend rental payments from the Virgin Islands Shipping
3 Registry in full as opposed to partially.

4 And it then continues, if we go to 143, of--that in
5 relation to the ongoing tenancy, if you like, because what's
6 noted is that the damage caused by the hurricanes might cost the
7 Government some \$150,000 to rebuild the offices in the Cutlass
8 Towers so that the Virgin Islands Shipping Registry could
9 actually return there. And there is a discussion, a reference
10 to a meeting, with the Premier's Office and the Attorney
11 General's Chambers to meet with the landlord on the 9th of
12 November 2018 to negotiate the proposal for rent payment claimed
13 by the landlord, and that's a reference.

14 It says that an invitation to the Permanent Secretary
15 Deputy Governor's Office remains extended.

16 Did anyone from your Office or yourself accept that
17 invitation and attend?

18 A. (Mrs Stoutt-Igwe) I know that I did not attend.

19 I believe that--I'm not sure, I do not recall which
20 specific meeting. I know that we were represented at meetings
21 and some on-site visits, but I do not want to speculate about
22 this specific one because it carries a specific date. So I
23 cannot speak to whether or not we were represented at this
24 particular meeting. This letter was dated the 8th, and the
25 meeting was the 9th.

1 Something seems to be going on with these dates here
2 because we received some--that is dated 8th, so I can't speak to
3 whether or not somebody attended this particular meeting but I
4 know that they had made requests for meetings, but I know I
5 personally did not attend.

6 Q. I apologize if I'm repeating the question, but just
7 trying to understand how the DGO, or the Deputy Governor's
8 Office comes in to play.

9 Is this an example where a Department could decide
10 that it doesn't need your presence, so that they could decide
11 that when they're negotiating with the landlord for whatever
12 reason, and it could be, if you like, a non-Hurricane related
13 reason, because obviously that added an entirely different
14 dimension, but the relevant Department could engage with the
15 landlord and with the assistance of the Attorney General's
16 Chambers and could decide not to keep your office updated at
17 all?

18 A. (Mrs Stoutt-Igwe) Yeah, I think the Deputy Governor's
19 Office needs to know the outcome more than--more so than the
20 process because, at the end of the day, the Department is the
21 tenant, not the Deputy Governor's Office.

22 Q. Your role is to oversee--is oversight of the lease
23 management process?

24 A. (Mrs Stoutt-Igwe) Right.

25 So not the--for example, if something is wrong with

1 the building, you have a leak or whatever, that's not something
2 that needs to come to us. The tenant needs to deal with that
3 and the landlord. So if there's a dispute, you deal with the
4 landlord. So there wasn't any need for us to be needing these
5 negotiations because it was between of the Premier's Office and
6 the landlord that had the discussions. So we were there
7 basically for information purposes.

8 Q. But if we use an example of where you might be
9 involved, if I give you this example, if, for example, there was
10 an infestation in a government office such that all Officers had
11 to be relocated to a new building or there was an environmental
12 health issue that meant that Officers couldn't continue to work
13 safely in a building, is that the sort of situation where the
14 Government Department would have to involve your office?

15 A. (Mrs Stoutt-Igwe) The Deputy Governor's Office should
16 be involved because the Deputy Governor's Office basically is in
17 charge of the Public Service on behalf of the Governor. So just
18 like we have if a Department has to close for whatever reason,
19 the Deputy Governor has to be informed and give consent before
20 that office closed, so it would be the same thing.

21 Q. But also, if the Government Department can go and find
22 new accommodation, but they would have to go through the process
23 that Mrs Dabreo-Lettsome outlined--

24 A. (Mrs Stoutt-Igwe) Right. We can identify but not--

25 Q. Recommend?

1 A. (Mrs Stoutt-Igwe) Right. They can identify and make
2 the recommendation but not go and find to move.

3 Q. If you turn up 165, please. You were, at least in
4 this instance--that's up to date because we have a memorandum
5 from the Permanent Secretary, the Acting Permanent Secretary, in
6 the Premier's Office to the Permanent Secretary in the Deputy
7 Governor's Office, yourself, dated the 25th of March, which
8 explains that the circumstances and that there had been
9 correspondence.

10 But the situation takes a turn in that the current
11 lease with the Shipping Registry expired on the 31st of
12 March 2019, but there was then a decision that because although
13 the Virgin Islands Shipping Registry wasn't going to return to
14 Cutlass Tower, it was seen as a viable option for the Premier's
15 Office and the new appointment of two junior Ministers.

16 And so, the decision then was taken that the space
17 that was vacated by the Shipping Registry was going to be taken
18 over by, I think, the junior Ministers and the Premier's Office.

19 So does that then start off a new round where you're
20 now having to start off negotiations?

21 A. (Mrs Stoutt-Igwe) No. They were starting
22 negotiations. So I think there was also correspondence where
23 you would have seen that, after that came, we would have written
24 to ask for further information because we had just come through
25 with terminating that, and that was in March 2019 when we got

1 that instruction, but any negotiation would have had to be done
2 and then submitted to us because it would then have to go back
3 to the Office Accommodation Committee because it would not be
4 considered like--if it was a renewal, but because of this here,
5 you know, that was going to have to come back with all the
6 relevant details just like a brand new--

7 Q. Because it's a different Government Department
8 entering into a lease?

9 A. (Mrs Stoutt-Igwe) Yes, as well as different--I'm not
10 sure if the spirit was the same or--yeah, different Government
11 Departments as well as the fact that it's a brand new lease, so
12 this is a totally new arrangement so they have to go through the
13 same process that PS Dabreo-Lettsome outlined earlier.

14 Q. Now, at 165 in the bundle, there's an e-mail
15 exchanges, but the position seemed to be reached in what I think
16 is May 2019 is that there was--so you had a situation where one
17 Department, the Premier's Office and the junior Ministers wanted
18 to move into the Cutlass Tower. You also had an ongoing dispute
19 in that there was a dispute over the repair of partitions that
20 had been put up by the Virgin Islands Shipping Registry and the
21 landlord was demanding just under \$23,000 to make good the
22 repairs.

23 Do you know how that was ultimately resolved or would
24 that not have been a matter that would have come to your Office?

25 A. (Mrs Stoutt-Igwe) I'm not sure how it was resolved but

1 eventually the Premier's Office is occupying that space, so I'm
2 assuming that it would probably fix it because if they wanted to
3 occupy because I think basically what the landlord was saying is
4 that I think she was responsible for the AC unit, but the
5 partitions had been put up by the Government. And since they
6 were damaged, the Government, in order for her to repair the AC
7 unit, the Government would have needed to put back in the
8 partitions, so I guess it was resolved and the Premier's Office
9 eventually took over the space.

10 Q. This is going to sound very much like a layman's
11 question, but the sort of chronology of the Premier's Office
12 taking over the third and sixth floors of Cutlass Tower is that,
13 as we've seen, there was an intention communicated to your
14 office that those departments would like to take over some
15 space. There appears to have been an issue over when the date
16 was going to commence, and that the landlord wanted a particular
17 commencement date which the Government wasn't willing to agree
18 to. I can take you to the papers if you need to be reminded,
19 but I'm just going to try and encapsulated this.

20 The then next step was that the Deputy Governor's
21 Office draws up the leases. It then goes to Cabinet to
22 authorise, which Cabinet did do on the 2nd of October 2019, and
23 that was for accommodation for Office of the Premier and the
24 junior Ministers. But what you have is you have leases signed
25 on the 20th of March 2020 but with a commencement date of the

1 1st of July 2019 for the third floor and 1st of the August for
2 the sixth floor. And the spaces are not then occupied, I think,
3 until mid-June 2020.

4 Can you just explain, without getting into the detail
5 of this, but how does that work? How is it that the Government
6 has to sign leases which actually have a start date that predate
7 the signing of the lease?

8 A. (Mrs Stoutt-Igwe) So, you need to take me to those
9 pages.

10 Q. Right.

11 If you go, please, to 195, please.

12 A. (Mrs Stoutt-Igwe) 195?

13 Q. Yes.

14 Sorry, give me one moment.

15 (Pause.)

16 Q. So, we've looked at 164 where the--on the 25th of
17 March there's an Expression of Interest, if you like,
18 communicated to your Office.

19 Look at 20 in the bundle, page 20.

20 A. (Mrs Stoutt-Igwe) Page 20. You're referring to e-mail
21 from--

22 Q. Yes, well, that e-mail says that this is the point the
23 negotiation starts, so there is an issue over the start date of
24 the lease, so this is 9th of January 2020 e-mail, and the
25 proposal is that the third floor space would be in effect from--

1 A. (Mrs Stoutt-Igwe) From the time you're talking,
2 anything beyond September 2019--

3 (Overlapping speakers.)

4 Q. Fair enough.

5 A. (Mrs Stoutt-Igwe) --I will ask my colleague here.

6 Q. All right. I will start again with
7 Mrs Dabreo-Lettsome.

8 So, you have--and I can take you to it, but 25th of
9 March there is--of 2019, there is an indication that other
10 Government Departments want to take over space in Cutlass tower.
11 The e-mail by which time Mrs Stoutt-Igwe has moved to a new role
12 and you are now Permanent Secretary is the point at which there
13 is discussions over the lease, and so what we have is that
14 although it's an e-mail of the 9th of January 2020, the landlord
15 is proposing a start date of July 2019 and August 2019.

16 If we then go to 194. The communication of a
17 Cabinet's decision, if you look at (a) and (b), Cabinet has
18 decided on 2nd of October 2019, to enter into a lease for the
19 third floor of Cutlass Tower and enter into a lease for the
20 sixth floor of Cutlass Tower and it gives the rates and per
21 square footage plus the monthly service fee.

22 So, what you have is, you have by this time what must
23 be the recommendation that has come from the Office
24 Accommodation Committee, the Office Accommodation Committee and
25 that you have proposed rates which presumably flow from

1 negotiation with the landlord and the cost.

2 The leases themselves, if you go to 207, if you first
3 turn up 201, you've only got one of the leases,
4 Mrs Dabreo-Lettsome, which relates to the sixth floor, but that
5 tells us that or page 207 tells us that the lease itself was
6 signed on 20th of March, but the space itself is not occupied
7 because you've provided a press release, I think, or press
8 bulletin at 214 which tells us that the Premier's Office will be
9 able to resume its operations at Cutlass Tower from June 15th,
10 so that's the background.

11 So, it's just trying to understand. You have a
12 request in March 2019 that comes in to your Office, the process
13 takes us through to June 2020 when the Government Department can
14 actually move in. So first of all, taking it generally, what
15 you have is leases--a lease being signed in March 2020 but with
16 an earlier start date, so is that the way it normally works?

17 A. (Mrs Dabreo-Lettsome) Not usually. This was very
18 different because PS Igwe has taken you through the challenges
19 that occurred between the Premier's Office and the landlord.
20 The fact that the Shipping Registry was still occupying a
21 portion of the building for storage, even though they had
22 relocated, and the communication that you have shows the issues
23 between the landlord, her legal representative and the Premier's
24 Office. By the time it came to us, we needed to have an
25 understanding of when that negotiation started and what date was

1 discussed with the landlord to have the occupancy of the
2 building begin. And from the past as I said to you that the
3 Departments have to indicate that occupancy date before the
4 lease is sent on to the Attorney General's Chambers.

5 So, we pressed several times to receive a date when
6 the lease should be--should start, and there was some
7 negotiations back and forth between the landlord and the
8 Premier's Office on what would be the acceptable date to start
9 the lease, considering that portions of the building was, in
10 fact, occupied and still occupied with a storage from Shipping
11 Registry--I don't remember when that actually ended.

12 So, we got instructions from the Premier's Office to
13 Ms Seymour, Helen Seymour was the Deputy Secretary at the time,
14 to say that they had agreed--they proposed one date which the
15 landlord did not accept because she said that was not the date
16 that the negotiation started. That was not the commitment date
17 that she understood as being the time when the Ministry wanted
18 the space, so she took her property off--off the market and
19 reserved it for the Government. But it took some time to deal
20 with the dispute that was happening between the two Permanent
21 Secretaries in the Premier's Office and then getting back to us.

22 So, we needed to rely on what the Premier's Office was
23 able to finance and what their discussions--what the outcome of
24 their discussions was with that landlord and they communicated
25 to us that they had accepted the July and the August as a start

1 date to each of those leases for each floor.

2 Q. Take it back to the role that the Deputy Governor's
3 Office has in terms of recommending. So, for example, as I
4 understand it you can refuse to, as Mrs Stoutt-Igwe said, you
5 can refuse to advance a request to the Committee if, for
6 example, a Government Department comes to you, and says, we have
7 decided to--or we would like to rent this building, but it's at
8 a rate that's above the rate that Government will accept. Here
9 you have a Government Department requesting--expressing an
10 interest to move into a particular building. But what--and you
11 could presumably have said we won't advance it because you're
12 going to pay too high per square footage, but why can't you say
13 the same thing in terms of the start date of the lease? Is it
14 down to the Department to agree when the lease will start?

15 A. (Mrs Dabreo-Lettsome) We had instructions to surrender
16 the lease which is what you presented earlier, so that the
17 surrender to lease process had actually started, so there was
18 not an intention that we were going to reengage the landlord.
19 What we discovered is that there were discussions taking place
20 with the landlord, and as PS Igwe said we were not part of that
21 discussion until later on we were invited to the meeting, and
22 she's indicated that she didn't recall attending that meeting.
23 I'm not sure if we have records that we attended actually.

24 But what happened is you had a situation where there
25 was an ongoing dispute without our involvement by the time we

1 were given instructions to say we're not going to surrender,
2 we're going to engage a new lease, we went through the surrender
3 process to end the existing lease and to engage a new lease.
4 But we also had further communication from the Premier's Office
5 to say that "yes," they had discussion with this landlord with a
6 commitment the year before, and she has rightfully said, I have
7 taken it off the market, and you've stopped me from getting rent
8 and, therefore, you need to commit to the dates.

9 And I think at that time our hands were tied because
10 there was clear communication and clear evidence that that
11 discussion was taking place at that point in time.

12 Q. So, the Premier's Office had agreed in this situation
13 to a particular start date?

14 A. (Mrs Dabreo-Lettsome) Correct, yes.

15 Q. But just taking it back to the process, just trying to
16 ask you how it works. So, in this situation you had two things
17 going on.

18 A. (Mrs Dabreo-Lettsome) Yes.

19 Q. One Department that post-hurricane had used their
20 space to store, and therefore there was an issue with the
21 landlord about paying some portion of rent which was resolved in
22 one way. You then had a separate Department expressing interest
23 to use that building for its own purposes and starting a new
24 lease process. But just keeping it general, you can refuse to
25 advance--in the normal course of events, would it be down to

1 your Department--your Office and then the Office Accommodation
2 Committee to advise as to the right--the start date of the
3 lease?

4 A. (Mrs Dabreo-Lettsome) We would recommend--we would
5 recommend what time frame we would need to outfit or address
6 outstanding matters to allow for that lease to take place.
7 Normally we would be part of that discussion.

8 Q. And normally, I think you suggested that a start date
9 for the lease which predates the date on which you signed the
10 lease is unusual.

11 A. (Mrs Dabreo-Lettsome) Yes.

12 Q. And in this instance, I think you've explained that
13 there was obviously discussions between the Premier's Office and
14 the landlord and the Premier's Office accepted the landlord's
15 argument that a loss had been sustained because the property had
16 been reserved for Government. But is the normal approach to
17 sign the lease and have a start date when Government is ready to
18 bring in contractors to retrofit and outfit a building?

19 A. (Mrs Dabreo-Lettsome) Sorry, can you say that again?

20 Q. What criteria do you use to pick or to recommend the
21 start date for the lease?

22 A. (Mrs Dabreo-Lettsome) The start date is usually at the
23 time when I think it's what you said, when the Government feels
24 that we would like to enter the building and start to change the
25 layout of the building to accommodate the Departments that are

1 going in. That would be--that's usually the start date. So,
2 therefore, you see sometimes the lease is started, and then
3 there's an outfitting period of a few months before you actually
4 see physical movement into the building.

5 Q. So, in this situation, there would have been--it's
6 unusual because you're paying rent for a period of time when the
7 building can't be used other than for storage. And then once
8 you sign the lease, that's when you can get into the building to
9 retrofit it?

10 A. (Mrs Dabreo-Lettsome) Correct.

11 Q. Which explains the time gap between signing the lease
12 and Government Departments actually being able to move in?

13 A. (Mrs Dabreo-Lettsome) Yeah.

14 Q. I see.

15 I think I'm still you with, Mrs Dabreo-Lettsome,
16 because if I could just ask you to look at page 220 in the
17 bundle. I can take you to a document that, if you need it, that
18 helps with the timeline, but as we understand it from the papers
19 that have been disclosed to the Commission, on the 27th of
20 May 2019, space on the second floor of Cutlass Tower was
21 requested, and that was for the Ministry of Finance, and that
22 was brought to Cabinet and authorised on 7th of November 2019.
23 Now, if you look here, you've got a memorandum from the
24 Financial Secretary to yourself, dated the 22nd of July 2020,
25 which begins writing to a long outstanding matter and says that

1 the Ministry of Finance will take up space provided that various
2 repairs are made. And if those aren't done, then the Ministry
3 will not engage in any lease.

4 You then, I think, if we go to 221, wrote to the
5 landlord identifying the issues that needed to be addressed, and
6 then you conducted a site visit because we see that at 224. So
7 you say it's Office Accommodation Members attending in August to
8 look at the space and various items that needed remedying were
9 identified.

10 The Ministry of Finance told you, and we see this at
11 245, that the Ministry still wanted to use the space, and we
12 have a--if you go to 247, you have a lease entered into which,
13 in fact, was signed on the 13th of October 2020. You can see
14 that it's stamped "exempt from stamp duty" on the 27th of
15 October. But the lease was scheduled to run from the 1st of
16 January 2020. You can see that on the front page of 247.

17 Now, what that points to is that you have a space
18 that's brought to Cabinet and authorised in November 2019 at a
19 time when there are significant problems and a question mark
20 over whether it could be used because there's still work to be
21 done, and after that date the Ministry of Finance still raises a
22 question about whether it will want to use that space.

23 Now, looking back at the process, why would a space
24 which couldn't be used be recommended to Cabinet?

25 A. (Mrs Dabreo-Lettsome) This obviously had taken friends

1 far away from the normal process. And again, I go back to the
2 fact that a lot of the discussion and negotiation happened
3 between the Department and the landlord, things that would
4 normally have taken place with the Department and ourselves and
5 the landlord. And in the absence of our involvement, we really
6 had to take instructions from the Ministry as they were the ones
7 who started the initial negotiations with this landlord in
8 particular.

9 It is not a norm for us to recommend a building that
10 has challenges for Government to engage--there was a challenge
11 with this particular arrangement. I think there was a breakdown
12 in communication at several points in the process, and the fact
13 that we were brought in, as PS Igwe had indicated, we were
14 brought in at a later date. We had basically the only
15 opportunity we had presented to us was to clean up the situation
16 and to allow for the--asked to engage the landlord to address
17 what you would call the building--the building retrofitting or
18 the building repair issues that were there to allow them to move
19 in.

20 Q. So, would it be fair to describe the situation as we
21 have just gone through, the two situations, as outliers for the
22 normal course of events? Usually, you would be expecting to be
23 recommending at a point in the process where a building is good
24 to go, so to speak?

25 A. (Mrs Dabreo-Lettsome) Yes.

1 Q. Just remind me of this: If you make a recommendation
2 and it goes through the process and Cabinet accepts it, once
3 Cabinet accepts it, does everything else then flow? Do you
4 then--did your Office then draw up the lease, it gets signed?

5 A. (Mrs Dabreo-Lettsome) Yes.

6 Q. Is there any point after Cabinet has authorised where
7 if a problem arises you can take it back to Cabinet?

8 A. (Mrs Dabreo-Lettsome) Yes.

9 Q. And what mechanism did you have to do that? Did you
10 have to put another Cabinet Paper in through the Ministry of
11 Finance?

12 A. (Mrs Dabreo-Lettsome) Another Cabinet Paper, another
13 site visit with the OAC. As what took place for this particular
14 building, the OAC was called in to conduct an inspection to
15 determine what the issues were. So we would not sign the lease
16 until those matters have been addressed. And if it's something
17 that we think is going to affect our ability to occupy the
18 building, we will take the matter back to Cabinet.

19 Q. Now, if I move on just to the Virgin Islands Shipping
20 Registry quickly--and I can take you to some documents if you
21 need to be reminded of the dates, but I think this is again more
22 directed to Mrs Stoutt-Igwe, although I think my ability with
23 dates might mean that the file moves back across, but again we
24 have spoken about the Virgin Islands Shipping Registry having to
25 leave Cutlass Tower. And as we understand it from the papers,

1 they then move to the RGH Plaza on a month-by-month tenancy?

2 A. (Mrs Stoutt-Igwe) Correct.

3 Q. If you go--and I think it's actually Mr Frett's
4 Affidavit. Now, this is--if you go to page 12, please?

5 A. (Mrs Stoutt-Igwe) Okay.

6 Q. This is a Cabinet Paper, so it comes from the Ministry
7 of Finance, and what Cabinet is being asked to do is agree that
8 the Virgin Islands Shipping Registry will be--will have
9 accommodation in RG Hodge Plaza on a month-by-month basis until
10 such time as Cutlass Tower has been repaired. If you turn
11 through, please, to page 14, the Cabinet Paper is dated 12th of
12 April 2018, and if you go through, it says at 10 under
13 "cross-Ministry coordination", the matter was discussed and
14 approved at the Office Accommodation Committee meeting held on
15 the 16th of March 2017.

16 Is that possibly a typo? Should that be 2018 do you
17 think, given the hurricanes were in November 2017?

18 A. (Mrs Stoutt-Igwe) It should have been, that's
19 definitely an error. It would have to be 2018 because there was
20 no need for them to relocate on 16 March 2017. So, that should
21 be 2018.

22 (Pause.)

23 COMMISSIONER HICKINBOTTOM: For five minutes,
24 certainly. We will pause for five minutes.

25 Just so that we know where we are, Mr Rawat, how long

1 do you think you will be with--

2 MR RAWAT: I'm going to try to cut my questions down
3 so that we can--I hope to finish by half one.

4 COMMISSIONER HICKINBOTTOM: Right. We'll have five
5 minutes now while Mr Peters sorts out the live stream, come back
6 at about 1:00 and then hopefully finish within half an hour.

7 Good. Thank you very much.

8 (Recess.)

9 COMMISSIONER HICKINBOTTOM: Good, Mr Peters. We're
10 ready to resume.

11 TECHNICIAN PETERS: Okay.

12 COMMISSIONER HICKINBOTTOM: Good.

13 Thank you, Mr Rawat.

14 MR RAWAT: Thank you, Commissioner.

15 I think we were with Mrs Stoutt-Igwe.

16 BY MR RAWAT:

17 Q. And, Mrs Stoutt-Igwe, I was showing you a Cabinet
18 memorandum from the 12th of April 2018, and you confirmed that,
19 on page 14, the date should have been 16th of March 20--it's 18.
20 And what the, more importantly, the memorandum says is the
21 matter, and the matter being the Virgin Islands Shipping
22 Registry being located at RG Hodge Plaza on a month-by-month
23 basis, was discussed and approved at the Office of Accommodation
24 Committee meeting.

25 Now, would this--can you remember being the first sort

1 of involvement of either the Deputy Governor's Office or the
2 Office Accommodation Committee in--where Virgin Islands Shipping
3 Registry was located?

4 A. (Mrs Stoutt-Igwe) Can you repeat the question?

5 Q. We have a situation post-Irma, the Registry has to
6 move, and it moves to the RG Hodge Plaza, and it's
7 month-by-month tenancy. Cabinet--it proposed to Cabinet that
8 that arrangement needs to be authorised by Cabinet, and it says
9 the matter was discussed and approved at the Office of
10 Accommodation Committee meeting.

11 So, would I be right to assume that what the Office of
12 Accommodation Committee meeting would have is the Registry
13 continuing a temporary lease arrangement?

14 A. (Mrs Stoutt-Igwe) Yes.

15 Q. And do you remember whether prior to that as the
16 Premier's Office you were aware of the arrangements that the
17 Registry had entered into.

18 A. (Mrs Stoutt-Igwe) We were aware that there were in the
19 new location would have been months before--let me see. Let me
20 refer to my notes here because, which of these documents has--in
21 462.

22 The background for that relocation can be found on 462
23 in this bundle.

24 Q. So that's in the larger lever-arch bundle.

25 A. (Mrs Stoutt-Igwe) But if you look at that one there,

1 it tells you that they were located at Cutlass Towers; as a
2 result, they had to seek alternative arrangements, accommodation
3 and at that time there was a shipping company that relocated
4 from RG Hodge Plaza that allowed them to utilise a space until
5 the end of that--their lease term. And so that is when this
6 started to occupy that space. So, when the lease term was
7 ex--had expired, it was at that point that prior to that they
8 wanted to make arrangements to make the lease permanent on a
9 month-to-month basis. So, we were aware that they had been
10 occupying that space because they were granted--they were given
11 a space that they were not paying for at the time because
12 somebody had moved out, a company had moved out and allowed them
13 to stay there. So we--

14 Q. So took over someone's lease.

15 A. (Mrs Stoutt-Igwe) Right. They basically--

16 Q. And then continued on a month-by-month basis?

17 A. (Mrs Stoutt-Igwe) Right, right. So, we were aware of
18 that because initially, they were being housed in this building,
19 but it--the space that was downstairs in the--the space could
20 accommodate a couple of the staff members, so while some of the
21 members were housed here, some were housed in this RG Hodge
22 building.

23 So we know that they had to look for it. And based on
24 the work that they do, they had to continue their operation. So
25 we know that the Deputy Governor's office was aware that they

1 were located in the space, because we were keeping a record. As
2 we were restoring services, we had to keep our constant record
3 as to which--where offices were located and where they were
4 moving to, so we were aware.

5 Q. I think if you turn back to page 150.

6 COMMISSIONER HICKINBOTTOM: Of Mr Frett?

7 MR RAWAT: Not Mr Frett. Of the main bundle, please.

8 THE WITNESS: (Mrs Stoutt-Igwe) 150?

9 BY MR RAWAT:

10 Q. Yes. That's a memo from yourself to the Permanent
11 Secretary in the Premier's Office on the 8th of December 2018.

12 A. (Mrs Stoutt-Igwe) Okay. This one here?

13 Q. Yes.

14 A. (Mrs Stoutt-Igwe) Okay, that's a memo.

15 Q. Yeah.

16 A. December.

17 Q. Yeah.

18 A. Okay.

19 Q. 2018.

20 So, if you go to 151--

21 A. Okay.

22 Q. --we see your signature and you point that the
23 Registry had occupied space in RG Hodge Plaza for over a year
24 without the permission of Cabinet and without a lease instrument
25 to guide the relationship between Government and the landlord,

1 and you asked for action to be taken; so that would seem to be
2 the prompt for what then follows, which is that a recommendation
3 is put to Cabinet to--for the Registry to continue on a
4 month-by-month basis.

5 And if we see at 158...

6 A. (Mrs Stoutt-Igwe) That's not my signature, but I was
7 aware.

8 Q. Yeah.

9 A. (Mrs Stoutt-Igwe) Um-hmm.

10 Q. I mean, I think it's PP, isn't it?

11 A. (Mrs Stoutt-Igwe) Yeah. The Deputy Secretary signed
12 for me, but I was aware.

13 Q. Yeah.

14 A. (Mrs Stoutt-Igwe) What's the page you referring to
15 now?

16 Q. 158, please.

17 A. (Mrs Stoutt-Igwe) Okay.

18 Q. What then happens is that Cabinet does authorise the
19 leasing of initially the second floor from the first, and it's
20 backdated from--to the 1st of December 2017.

21 A. (Mrs Stoutt-Igwe) Um-hmm.

22 Q. And then on the 25th of February, which we see there,
23 Cabinet authorised the lease of second floor RG Hodge.

24 A. (Mrs Stoutt-Igwe) Right, because the second space was
25 to accommodate the storage of the files which were housed at

1 Cutlass Tower.

2 Q. And which had to be moved out.

3 A. (Mrs Stoutt-Igwe) Yes.

4 Q. Yeah.

5 But if you could just go to 226 in the bundle.

6 A. (Mrs Stoutt-Igwe) August 17, 2020?

7 Q. Yep.

8 And we go back to Mrs Dabreo-Lettsome.

9 So, what we have, Mrs Dabreo-Lettsome, I can ask this
10 question, and either one of you might be able to answer, but we
11 have a situation whereby you've had, for good reason, the
12 Registries had to move out. It's--as Mrs Stoutt-Igwe explains,
13 it takes over a lease, then it continues on a month-by-month
14 basis, which is retrospectively authorised by Cabinet.

15 Now, you spoke at the beginning about how sometimes
16 that is an arrangement that the Government will enter into. In
17 terms of the balance that you have of leases, where you have
18 leases for long periods of time--and leave aside housing which
19 might be a different question--but in terms of the balance
20 between leases on a month-by-month basis for office
21 accommodation and a long-term basis, where does it fall?

22 A. (Mrs Dabreo-Lettsome) I don't--

23 A. (Mrs Stoutt-Igwe) The month by month would be in those
24 situations--those circumstances where you know it's not--you
25 don't want to enter into something more permanent because there

1 might be some reason you get there temporarily because you know
2 that they're likely to move someplace else.

3 So--and then also, it could be a situation where it's
4 not the ideal situation, like after the hurricanes, some
5 accommodation were not the most ideal, but you basically had it
6 take what you got at the moment. So, you don't want to get into
7 a longer-term arrangement if you know it's not really satisfying
8 the needs of the agency but you just need to get some place for
9 them to occupy in the interim.

10 So, ordinarily, it will be a longer-term lease,
11 usually three--I would say average probably about three to five
12 years, especially if you know, like, for example, those offices
13 that would have been--that would have moved out of the admin
14 complex, we tried not to get into too long--not too long a lease
15 just for those because we know we had the--we know we got to go
16 back into the complex. it's turning out that some of those that
17 should have been a little longer, we are going to have to extend
18 them because we thought that the process would have been
19 completed within a three-year period, but we're now in 2021.

20 So, certainly those that we know--there were some
21 offices that we identified that once you get ready to move back
22 into the complex, there are some offices that might not need to
23 go back into the complex, so those you had a longer-term lease
24 looking at. But I think we've been averaging two to three years
25 based on the fact that you're going back to the complex, but

1 month-to-month it has to be those that are month-to-month
2 because you know that it's just temporary and that change is
3 likely to happen within a short time frame.

4 Q. And therefore, can it be safely said that the position
5 of the Registry was unusual and essentially a consequence of--

6 A. (Mrs Stoutt-Igwe) Shipping Registry?

7 Q. Yeah.

8 A. (Mrs Stoutt-Igwe) Yes, I would say so. That was one
9 of the unusual things, and I think because of the fact they were
10 going month-to-month at the time because of the uncertainty as
11 to whether or not--because at one point there was talk about
12 going back to the Cutlass Tower, so I think the uncertainty at
13 that time you wouldn't--because you had an existing lease, you
14 just couldn't go and try to get a new lease for long term.

15 So, I think if--ideally you would have preferred to go
16 back there, but then there were some cost savings over in the
17 other building as well, so--

18 Q. We didn't say it, but one of the documents that--the
19 document you took us to refers to the rent that the Shipping
20 Registry had--

21 A. (Mrs Stoutt-Igwe) Yes.

22 Q. --at RG Hodge Plaza was a reduced rent.

23 A. (Mrs Stoutt-Igwe) Reduced rent, yes. While it's ideal
24 sometimes to have everything--everybody in one location, the
25 other location didn't have--didn't provide that for them all to

1 be in the same space but at least it was close enough for them
2 to operate.

3 Q. But in you--as Permanent Secretaries in the Deputy
4 Governor's Office, you're in the unusual situation because in
5 fact what one would call the normal process has got to be seen
6 through the lens of the hurricanes.

7 A. (Mrs Stoutt-Igwe) Yes. Certainly the hurricanes put a
8 different spin on everything when it comes to accommodation
9 because I think from since the hurricanes we've been just
10 juggling offices all the time, and then we tried to accommodate
11 as many as we could outside--within the complex, but then by the
12 time the complex came to start being paid, there was another
13 juggling act again, so everything has basically changed
14 drastically since the hurricanes.

15 Q. And so, a situation where you have a government
16 department on a month-by-month tenancy which actually runs for a
17 significant period of time is not the norm.

18 A. (Mrs Stoutt-Igwe) No, definitely not the norm.

19 Q. And, Mrs Dabreo-Lettsome, you spoke earlier of the
20 intention of the Government is to reduce the number of leases it
21 has. Would it be fair to assume that pivotal to that would be
22 the restoration of the Central Administration Complex?

23 A. (Mrs Dabreo-Lettsome) That's correct, yes.

24 Q. And in terms of once that is up and running, how many
25 Departments or Ministries would you expect to see back in that

1 building?

2 A. (Mrs Dabreo-Lettsome) All the Ministries will return,
3 and we will have about four or five Departments that will return
4 because those are the ones that will be front-facing
5 Departments, and we will also have a few other, maybe two or
6 three others that can fit into the space.

7 But in terms of your question about month-to-month, as
8 I mentioned before, they're--I'm aware of one particular
9 situation where we are on a month-to-month because the landlord
10 needs to address some matters with the building before we enter
11 into a long-term lease, but it is not our practice to have
12 month-to-month arrangements with any landlord.

13 Q. And even where you do, do you still operate the rate
14 cap?

15 A. (Mrs Dabreo-Lettsome) Yes, we do, definitely.

16 Q. I am still on the Shipping Registry, but we've moved
17 forward in time, so Mrs Stoutt-Igwe has moved elsewhere in the
18 Public Service, and you are now Permanent Secretary.

19 So the situation we found ourselves in was that--I
20 think, ultimately, and we can see this at page 175 if you need
21 it, the Registry entered into a proper lease agreement, and the
22 example I'm going to take you is that at 175 we see that there's
23 a two-year lease agreement signed on the 9th of September 2019
24 between Bargain Center Company Limited and the Government, which
25 is to take over the third floor space of RG Hodge Plaza.

1 Now, that's September 2019. If you go to 226, there
2 is a longish paper from the then-Director of the Shipping
3 Registry to--and it would be to you as Permanent Secretary in
4 the Deputy Governor's Office, and it's about a relocation to
5 Ritter House, which actually is what happened; they're back
6 downstairs.

7 But the point that's made by the Director was that RG
8 Hodge Plaza wasn't suitable for the Virgin Islands Shipping
9 Registry, and it wasn't suitable, firstly, because of the nature
10 of the clients that the Registry has to deal with. It wasn't
11 suitable from a--I think, just as sort of in terms of
12 configuration, and what's made--the point is made at page 228
13 that to refit the accommodation to fit the needs of the Virgin
14 Islands Shipping Registry would actually require immediate
15 funding of--in excess of \$250,000 or perhaps more.

16 And there's also reference--and this is at 227--to
17 additional environmental issues relating to the building that
18 continued to impact staff members.

19 And all of these are reasons given in advance for the
20 need to move to a new building, but it's less than a year into
21 the two-year lease.

22 Do you know why--in September 2019, the third floor
23 must have been deemed suitable for the needs of the Shipping
24 Registry, and now in August 2020 it's been found not to be. Can
25 you shed any light on to why it was deemed suitable in the first

1 place?

2 A. (Mrs Dabreo-Lettsome) The Shipping Registry at the
3 time, the nature of their job has to do with the inspection of
4 vessels, so there is a lot of movement with the staff.

5 But I think what has caused the need for this is
6 because through III code and the audit that was done recently,
7 there was need for the Shipping Registry to have what you call
8 "a call center, "a command center", for maritime operations,
9 search and rescue operations, and we looked at the option to
10 integrate that into the Office of--Department of Disaster
11 Management because that Department, there's actually an "NUC"
12 (phonetic) building being constructed to accommodate that. What
13 came out of the Audit is that there was not an opportunity to
14 blend the command center for the NUC with the search and rescue
15 operations that need to be controlled by the Virgin Islands
16 Shipping Registry.

17 So, in order to meet the Audit requirements, they are
18 going to have bigger accommodations to install that command
19 center that needs 24-hour monitoring; and so, the discussions
20 with them started in that regard. We did try several options to
21 not have to engage in this additional expenditure, but
22 unfortunately the requirements under the MC Audit is not going
23 to allow for blending of those command systems with another
24 department.

25 Q. As I said, the lease arrangement--the lease agreement

1 was actually signed by the Office of the Premier on the basis
2 that all leases are signed by the Premier and was with Bargain
3 Center Company Limited. But it was then discovered post-signing
4 of the lease that actually Bargain Center was leasing the
5 property from another person, and that then had to be resolved,
6 so that takes me to a more general question, which is: When you
7 are looking at landlords as part of your process, what due
8 diligence do you do on the landlord?

9 A. (Mrs Dabreo-Lettsome) There is a check that is done at
10 the Land Registry to determine whose names are on the deed or
11 the documentation for the land. If the landlord's name is not
12 there, they will have to get a no-objection letter to allow them
13 to continue to engage.

14 There's also checks that's done at Inland Revenue to
15 ensure that they're in compliance with the standard taxes and so
16 forth. If they're not, then they will have settle those before
17 the lease is signed.

18 I think those are really the main ones; it's Land
19 Registry and Inland Revenue.

20 Q. I mean, in this case, there was clearly an issue
21 because--and you if turn up page 192, you'll see what's said
22 there because it--there was an issue over land taxes, it looks
23 like, and so the lot was owned by another person which--and it's
24 put to Government that a proper search would have revealed this,
25 and Bargain Center Company Limited has a 30-year lease. But not

1 dealing with these particular circumstances but you were
2 asked--I mean, we've seen in the papers that sometimes you
3 obtained Certificates of Good Standing, and is that--so do you
4 have, as you explained, that you have an inspection checklist;
5 you have a checklist for that, what you need to obtain to
6 show--in effect, to kind of do an audit of the prospective
7 landlord?

8 A. (Mrs Dabreo-Lettsome) Yes. Those are records that
9 have to come in, and it's part of the procedures, as well.

10 Q. Now, once you have--if--some landlords may rent more
11 than one building to you or you may have a situation, as
12 happened with Lake Development Company Limited, where there is a
13 long-standing relationship between that landlord and Government
14 and there is back and forth in terms of Departments moving out.

15 Does your system operate on the basis that
16 irrespective of who the landlord is, you will do the checks
17 every single time, or do you say, well, actually, we've already
18 got the documents on file in relation to that landlord, so we
19 don't need to repeat the process again?

20 A. (Mrs Dabreo-Lettsome) No. Every time there's a new
21 lease the process is followed. We ask for the documents. We
22 treat it as if it's the first time we're seeing it.

23 Q. This is again--keeping it to process, but you've
24 spoken of the rate cap that you will use, and it's going back to
25 the work of perhaps not just the Deputy Governor's Office but

1 also the Office Accommodation Committee. But what criteria do
2 you use to assess value for money?

3 A. (Mrs Dabreo-Lettsome) We have looked at the Market
4 Value. We have examined the Government's ability to pay as part
5 of that process. We've also looked at trends.

6 And I think that reference that you were trying to
7 look for earlier has to do with the referencing and the
8 crosschecking that we do at the end of the year. So we
9 actually--there are some leases that are paid by Departments
10 directly and not from our office. Our office covers most of
11 them. But there are some offices that pay the lease amounts
12 directly to the landlords. So, we reconcile at that point in
13 time, and we undertake an assessment of where we are.

14 So, I would say, for instance, the analysis that was
15 done in 2016 indicated at the time we were spending about
16 \$6 million in office accommodation. In 2020, that figure--the
17 commitments went up a little bit but the actuals went down. So
18 then we used those records to determine are we paying less, are
19 these buildings that we have now engaged, is the square footage
20 less why the amounts are coming down, or is it that we took a
21 longer time to engage, so by December, you were not
22 committing--you were not paying the funding that you were
23 actually going to be--I sort of messed that up.

24 So in--by December, you're going to determine whether
25 the difference between the commitments and the actuals is

1 because you haven't occupied a building as yet and you haven't
2 started to pay, or has it really been that you've made an effort
3 to decrease your expenditure? So that--those are checks that
4 are done at the end of the year.

5 But it takes some time because, as I mentioned, all of
6 the financing is not with us, so it is a physical call and then
7 waiting for reports to come in, and that's one of the reasons
8 why we've asked for funding to create a database so that any
9 lease amount, whether it's paid by us or not, can be entered
10 into that database, and we have a better ability to do a quick
11 analysis.

12 Q. And talking about value for money, is the point that
13 Mrs Stoutt-Igwe made that what is now a suitable building would
14 be measured in a different way than it was perhaps 20 years
15 ago--

16 A. (Mrs Dabreo-Lettsome) Yes.

17 Q. --there may be a need to have more than one access
18 point, there may be a need to cater to those with different
19 needs.

20 Do criteria like that factor into any assessment of
21 whether a lease gives you value for money?

22 A. (Mrs Dabreo-Lettsome) We look at the building
23 standards. So, after the Hurricane, we required the
24 Certificates of Occupancy to be presented. In my position as
25 Director at the Department of Disaster Management, I sat on the

1 Planning Authority for many years. The Certificate of Occupancy
2 is something that is required as part of the Legislation, but
3 that aspect of it was not enforced as it should for many, many
4 years.

5 What we did as Government following the impacts from
6 Irma was to ensure that any lease that was being signed with a
7 landlord that had a damaged building--mostly all of them--that
8 that Certificate of Occupancy was produced, so that ensured that
9 they were in compliance with the Regulations, because in the
10 procedures itself, it says that Government should not engage a
11 landlord unless it is an authorised development through the
12 Planning Authority. So there was an opportunity for landlords
13 to be able to access that Certificate of Occupancy.

14 Q. And do you have a--focusing on Office of
15 Accommodation, do you have a sort of, if you like a kind of a
16 list of suitable buildings that you--obviously landlords can
17 rent to whoever they want, but the buildings, would you keep a
18 record of buildings that meet standards?

19 A. (Mrs Dabreo-Lettsome) Yes, we do.

20 And we also keep a record of ones that are not
21 appropriate--

22 Q. Yes.

23 A. (Mrs Dabreo-Lettsome) --that we've had challenges with
24 before, and at certain intervals we will reach out to those
25 particular landlords to say how are things going with your

1 development? Are you looking to come back onstream? Because we
2 do have some that we had a very good relationship, very good
3 amounts that we was paying--that we were paying for in terms of
4 square footage, as square footage was quite low at the time, and
5 obviously it was attractive for us to re-engage them, but for
6 financial reasons and other reasons, some of those landlords
7 have not been able to come back to restore their buildings, so
8 we do have a list.

9 It's the same thing for the judges' accommodations.
10 We do have a list. We do reach out to the real estate
11 companies, but we try to secure our own listing that meets the
12 range that we are allowed to rent for.

13 Q. If I can come to accommodation, I had a good few
14 questions about accommodation, but I'm going to try and cut it
15 short and just--it's again just, firstly, you've told us that
16 when you're looking at needing accommodation, you will go
17 through the same process as if it were office accommodation.
18 Now--

19 A. (Mrs Stoutt-Igwe) Are you talking about houses?

20 Q. Houses, yeah, housing.

21 A. (Mrs Stoutt-Igwe) That is even more expensive in terms
22 of the search.

23 Q. And again, a factor might be that you might need the
24 housing for a short period of time sometimes.

25 A. (Mrs Stoutt-Igwe) Yes.

1 Q. Certainly a shorter period of time than you'd envisage
2 for office accommodation.

3 A. (Mrs Stoutt-Igwe) Yes.

4 Q. But again, what standards do you--firstly, how do you
5 source your properties? Where will you get appropriate housing
6 from?

7 A. (Mrs Dabreo-Lettsome) We go to the real-estate
8 companies as a start. We do keep our own list. We spend a lot
9 of time on social media under something called "BVI apartments"
10 where lots of real-estate companies as well as locals would
11 place their homes. Obviously, there's a difference if you're
12 renting from a real estate versus renting directly from the
13 landlord, so we look at where we can get value for money in that
14 regard.

15 We've also looked at patterns, the history of our
16 relationship with certain landlords. Judges are very
17 particular, and the standards from the Eastern Caribbean Supreme
18 Court, as PS Igwe said, are very, very stringent. We have to
19 make sure that those are followed very closely, and sometimes
20 there is a level of negotiation that has to take place between
21 the judges and ourselves to determine whether this is, in fact,
22 what they want, and where they want to be living.

23 We have two commercial judges and two criminal court
24 judges that are resident judges, so those will be lease
25 arrangements that will be extended for a period of time.

1 And then we also have judges that will come in at
2 intervals. We have individuals that will come in to work with
3 the Police Department over time, so you've seen short-term
4 rental arrangements on a month-to-month basis to facilitate
5 their stay here as well.

6 Q. And again, do you operate a cap in terms of what rent
7 you will be willing to pay?

8 A. (Mrs Dabreo-Lettsome) Yes.

9 Q. And how does that compare to the market?

10 A. (Mrs Dabreo-Lettsome) It is a bit lower than the
11 market, but I think it is an appropriate amount that allows us
12 to get the right accommodation based on our history of payments.

13 Q. And the accommodation, the housing you might need to
14 seek, not just for judges but possibly teachers.

15 A. (Mrs Dabreo-Lettsome) For tea--yes. So there is--it
16 depends.

17 Q. Police officers.

18 A. (Mrs Stoutt-Igwe) Police officers.

19 A. (Mrs Dabreo-Lettsome) Yes.

20 (Overlapping speakers.)

21 A. (Mrs Stoutt-Igwe) Just those inspectors and Chief
22 Inspector--

23 A. (Mrs Dabreo-Lettsome) Yes.

24 A. (Mrs Stoutt-Igwe) --just for Police.

25 Q. Yes.

1 A. (Mrs Stoutt-Igwe) Yeah, basically.

2 A. (Mrs Dabreo-Lettsome) Yes.

3 (Overlapping speakers.)

4 Q. And again--

5 A. (Mrs Stoutt-Igwe) On Virgin Gorda, that is.

6 Q. --do you have standards? I know you may--the Eastern
7 Caribbean Supreme Court may have its own, but do you also, in
8 terms of your own standards of what's appropriate accommodation,
9 do you have those as well?

10 A. (Mrs Stoutt-Igwe) There is something for the teachers.

11 Q. Just generally for your housing accommodation.

12 A. (Mrs Stoutt-Igwe) Okay.

13 A. (Mrs Dabreo-Lettsome) There are some basic
14 requirements that we look for, but it's not as detailed as you
15 would have for the judges, and we spend a lot of time looking at
16 what's available because we've had some challenges with some of
17 the accommodations for teachers and police officer in the past,
18 fire officers as well, but it's not as detailed, but there are
19 guidelines that we follow.

20 Q. Thank you.

21 A. (Mrs Dabreo-Lettsome) The difference is for the Judges
22 we rent a house versus for teachers and others we rent an
23 apartment.

24 Q. Thank you.

25 MR RAWAT: Commissioner, I've reached the end of my

1 questions. Can I conclude by thanking both Mrs Stoutt-Igwe and
2 Mrs Dabreo-Lettsome for coming to give evidence today, and
3 actually the question of how the process works is difficult to
4 follow from a standing staff, and they have been enormously
5 helpful in clarifying some of the details.

6 And thank you very much for the way you've given your
7 evidence.

8 COMMISSIONER HICKINBOTTOM: Yes, can I echo that.
9 Thank you for your time. The way in which you've given evidence
10 has been very helpful, and, if I might say so, very
11 knowledgeable, and it has shed light on a process that was not
12 lit before you gave oral evidence, if I could put it that way.

13 What would be helpful to me but purely for
14 information, the process map was enormously helpful because I'm
15 not sure that I would have got through this without a process
16 map. It was very, very helpful. But that, as I understand it,
17 is supported by a number of checklists; I think you said 11
18 checklists.

19 THE WITNESS: (Mrs Dabreo-Lettsome) Yes.

20 COMMISSIONER HICKINBOTTOM: Can you possibly just send
21 those in?

22 THE WITNESS: (Mrs Dabreo-Lettsome) Of course.

23 COMMISSIONER HICKINBOTTOM: Just for me to have a look
24 at really. But otherwise, thank you both again very much.

25 THE WITNESS: (Mrs Stoutt-Igwe) You're welcome.

1 THE WITNESS: (Mrs Dabreo-Lettsome) Thank you. Thank
2 you very much.

3 THE WITNESS: (Mrs Stoutt-Igwe) Thank you.

4 MR RAWAT: We will resume at 2:00 with our next
5 witness.

6 COMMISSIONER HICKINBOTTOM: Well, then, shall we say
7 10 past 2:00?

8 MR RAWAT: Yes. I think we have another two witnesses
9 together.

10 COMMISSIONER HICKINBOTTOM: Yes. Okay, 10 past 2:00.
11 Thank you very much.

12 (Recess.)

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Session 2

COMMISSIONER HICKINBOTTOM: Good afternoon, everyone. We have Mr Frett here, and we have Mr Forbes remotely. Good afternoon, Mr Forbes.

THE WITNESS: (Mr Forbes) Good afternoon, sir.

COMMISSIONER HICKINBOTTOM: You can see and hear us well?

THE WITNESS: (Mr Forbes) Yes, I can.

COMMISSIONER HICKINBOTTOM: Good.

I think there was a slight problem with the bundle but that's now been resolved?

MR RAWAT: We have found a work around and hopefully we can proceed with the Hearing. Mr Forbes had some technical difficulties.

COMMISSIONER HICKINBOTTOM: Good. Okay. Now, Mr Forbes, you're also due to appear next Tuesday at 10:00 and Thursday at 2:00, can you just confirm that you will be attending then again, I think remotely?

THE WITNESS: (Mr Forbes) Yes, sir.

COMMISSIONER HICKINBOTTOM: Good. Thank you very much, Mr Forbes.

Mr Rawat.

MR RAWAT: Thank you, Commissioner.

Commissioner, in terms of representation, the Attorney General and the elected Ministers are represented this afternoon

1 as they were this morning by Ms Martha Eker-Male who is
2 attending remotely. The remaining Members of the House of
3 Assembly who have participant status do not have a legal
4 representative present at this Hearing remotely or in person.

5 Our two witnesses this afternoon are Glenroy Forbes
6 and Jeremiah Frett, both of whom have given evidence previously
7 to the Commission and therefore do not need to take--make an
8 affirmation or take an oath.

9 If I can explain, gentlemen, this morning and into the
10 afternoon slightly, the Commissioner took evidence from the
11 current and the former Permanent Secretary of the Deputy
12 Governor's Office, and the focus of the Hearing was on the
13 arrangements that the BVI Government entered into when it leases
14 accommodation from Private Landlords. So, we've asked both of
15 you to attend because you are either in Mr Frett's case, the
16 current Financial Secretary and Mr Forbes' case, former
17 Financial Secretary, to see if you can assist the Commissioner
18 further, particularly in relation to the role that the Ministry
19 of Finance plays in the process.

20 BY MR RAWAT:

21 Q. Now, Mr Frett, you have the bundles. Mr Forbes, I
22 hope you have some documents that we will need to ask you to
23 look at. Can I ask both of you, before we continue, just to
24 remember to keep your voices up and to speak slowly. There may
25 be occasions--and it happens where we will speak across each

1 other. If that happens, I will stop, and I will let you finish
2 your answer.

3 Mr Frett, before we continue, can I just deal with
4 some formalities with you. You have provided--and it's one of a
5 number of Affidavits you provided to the Commission over the
6 course of time. This is your sixth Affidavit, which you should
7 have in a bundle in front of you.

8 Can I take you to the third page. It's short. It's
9 only two-and-a-half pages long. Can you confirm that that
10 carries the date of the 9th of September 2021, and your
11 signature, please?

12 A. (Mr Frett) That is correct, Commissioner.

13 Q. And you have exhibited to the Affidavit a number of
14 documents which relate to the topic under consideration at the
15 moment, which is, for shorthand, lease arrangements.

16 Can you confirm that you're content that the Affidavit
17 and its exhibits should form part of the evidence before the
18 Commissioner?

19 A. (Mr Frett) Yes, Commissioner.

20 Q. Can I just draw your attention to paragraph 1.3.

21 (Pause.)

22 Q. Just at paragraph 1.3, you make an observation which
23 we have seen before, which is that you do not waive any
24 privilege asserted in respect of a document where you mention
25 it, unless you do so expressly.

1 Are there any documents over which you do assert
2 privilege?

3 A. None that I see here, Commissioner.

4 Q. Thank you.

5 Well, I don't think you will, but if any issues does
6 arise over confidentiality, there is a three-minute delay, and
7 so either you or your legal representative could raise the
8 matter with the Commissioner.

9 Can I just begin with you, Mr Frett, if I may, and if
10 I ask you just to turn to the larger lever-arch file. If you
11 turn up page 1, please.

12 Now, this is a memorandum dated the 23rd of March 2021
13 from the Permanent Secretary to the Financial Secretary, and
14 it's headed "Commission of Inquiry Request". And it reads, the
15 Permanent Secretary, which is Mrs Dabreo-Lettsome, refers to an
16 e-mail received from Mr Jeremy Vanterpool dated 18th March 2021
17 requesting answers, including documents to six questions posed
18 by the Commissioner of Inquiry. And what the Permanent
19 Secretary then says is that "the requested leases and relevant
20 correspondence are saved on the enclosed external storage
21 device".

22 Now, in April of this year, a large amount of
23 disclosure was made in response to a request to the Minister of
24 Finance, which asked for leases between the BVI Government and
25 Private Landlords and other related documentation. There

1 appears to be a requirement to lodge contracts or to send leases
2 to the Financial Secretary as part of the process, and
3 Mrs Dabreo-Lettsome this morning explained that when leases are
4 up, a copy will go to the Ministry of Finance.

5 Against that background, could you just clarify,
6 please, what you say at paragraph 1.5 of your Affidavit, which
7 is that you are "unable to provide the information requested in
8 the request as the Ministry's role is limited to a presence on
9 the Office Accommodation Committee and transmitting the relevant
10 Cabinet Papers and documents to Cabinet for approval".

11 A. (Mr Frett) Commissioner, in response to the question
12 posed is that the matter, the subject matter, lies within the
13 Deputy Governor's Office, and there may be information that I
14 may not have that may be relevant to the questions that were
15 posed, so I may not have certain documentations, notwithstanding
16 that the Ministry of Finance sits on the Committee. There may
17 be other discussion/dialogue that we at the Ministry of Finance
18 may not be privileged to.

19 Q. But it's right, you don't disagree that the Ministry
20 of Finance does receive copies of the leases that Government
21 enters into?

22 A. (Mr Frett) Mr. Chairman, from my knowledge, the
23 Ministry of Finance should receive copies of all leases and
24 contracts to my knowledge, but I cannot say exactly if they are
25 all submitted and received at this time.

1 Q. And you don't dispute that the Permanent Secretary and
2 the Deputy Governor's Office sent to you a storage device
3 containing leases and related correspondence in March 2021?

4 A. (Mr Frett) Mr. Chairman, as noted in the document, it
5 was with my Deputy, and I would not dispute that it probably was
6 sent, but as far as I have physical--I have seen it, I cannot
7 say that, but I don't doubt it was sent to my office, so I'm not
8 disputing the issue.

9 Q. Let's move on, then.

10 You explain--and this has been confirmed by the
11 Permanent Secretaries who gave evidence this morning--that the
12 Finance Ministry is a Member of the Office Accommodation
13 Committee, and that the Deputy Financial Secretary represents
14 the Ministry on the Committee.

15 And you go on to say that the assignment of the
16 Committee is done verbally by the Financial Secretary, so that
17 just means there is not a formal letter that you give. You just
18 allocate your Deputy to attend certain committees.

19 A. (Mr Frett) Yes.

20 Q. In terms of reporting lines, though, how does it work
21 between you and the Deputy Financial Secretary in this instance?

22 A. (Mr Frett) Commissioner, the Deputy would bring to my
23 attention certain matters that may arise from the Committee.
24 But, to my knowledge, there is not a formal line as far as
25 minutes of the meetings, what took place, what decision was

1 made. I don't recall having such information at my disposal.

2 Q. The purpose of the Committee or one purpose of it is
3 to make recommendations, too. In the first instance to the
4 Minister of Finance and ultimately to Cabinet as to whether to
5 authorise a lease or not. And so, as a Member of the Committee,
6 the Ministry of Finance will have a role in making
7 recommendations.

8 Do you leave that to your Deputy to make those
9 decisions, or are you involved in it at all?

10 A. (Mr Frett) Mr. Chairman, such matters that are usually
11 left to the person was representing the Ministry at these
12 meetings. There may be a situation where the Financial
13 Secretary may get involved or they might be called into a
14 meeting based on the magnitude of the situation, to give their
15 opinion. Or there may be dialogue, direct dialogue, with the
16 Deputy Governor's Office on particular matters.

17 Q. And we've seen an example of that because we showed a
18 memorandum this morning or minutes of the meeting to the
19 Permanent Secretaries. And, in fact, Mr Forbes was recorded as
20 a guest there, and it was explained that the reasoning he was
21 recorded as a guest is because the Financial Secretary does not
22 usually attend and is not automatically a Member of the
23 Committee.

24 But if you look at paragraph 2.4 of your Affidavit,
25 please, Mr Frett, you say that the process is that the Committee

1 will submit recommendations to the Minister of Finance for
2 approval, but through the Premier's Office, and so the Ministry
3 doesn't have copies of those recommendations. It was explained
4 why it goes into the Premier's Office, even though the Ministry
5 of Finance's involved.

6 But it's right, isn't it, that when the ultimate
7 Cabinet Paper is prepared, it will go through the Ministry of
8 Finance to Cabinet?

9 A. (Mr Frett) Commissioner, that's correct.

10 Q. And that paper will incorporate the recommendations
11 that the Office Accommodation Committee is making to Cabinet?

12 A. (Mr Frett) That is correct--that is--Commissioner,
13 that will be after the Minister of Finance would have signed off
14 or approved the Lease Agreement. He would have to come back
15 through the process.

16 But just for clarity, Commissioner, just to clarify
17 the statement made that I'm not aware, and perhaps this might be
18 an area we can correct, the Minister of Finance and the Premier
19 happen to be the same person, so therefore sometimes--and it is
20 not just in this particular instance, it's other instances too,
21 where they will send correspondences or certain methods for
22 approval directly to the Premier's Office to his personal
23 assistants who would then give it to him, and the Financial
24 Secretary may not be aware being the Permanent Secretary for the
25 Minister of Finance, so perhaps there should be where the

1 Financial Secretary perhaps should be copied on such
2 correspondences, that will let them be aware of what is taking
3 place with such recommendation, but sometimes doesn't go through
4 any other way.

5 Of course, the recommendation by representative on the
6 Committee will have knowledge of what the recommendation will be
7 going forward to the Premier, but the approval and when it went
8 and so forth, I wouldn't have that information.

9 Q. On evidence this morning, the process seems to be that
10 the Committee, which includes the Deputy Financial Secretary
11 makes the recommendation, that goes to the Ministry of Finance,
12 that is sent to the Premier's Office because that's where the
13 Minister of Finance sits.

14 A. (Mr Frett) Yes.

15 Q. It doesn't sit in the Ministry of Finance. The
16 Minister of Finance then makes a decision or expresses a view on
17 the recommendation. It might then go back to the Committee
18 which then prepares a draft Cabinet Paper which then goes to the
19 Ministry of Finance to finalise and put before Cabinet.

20 A. (Mr Frett) Yes.

21 Q. That's your understanding; is that right?

22 A. (Mr Frett) Yes.

23 Q. In terms of the--tell us, if you can help at all, in
24 terms of the Minister deciding whether to accept or reject a
25 recommendation, is there any process or Protocol around that, or

1 is it just up to the Minister's Decision?

2 A. (Mr Frett) Mr. Chair--Mr Commissioner, sorry, I'm sure
3 that the information or the document that goes to the Minister
4 would provide the argument for entering into the lease
5 arrangement, so I think that's sufficient. I don't have the
6 information, I don't know what it looks like to say right now,
7 but I'm sure that the information is sufficient enough to where
8 he can make the appropriate decision as far as to whether or not
9 to enter into the lease arrangement.

10 Q. If you look at paragraph 2.5 of your Affidavit, you
11 say there that the approval or the agreement of the Financial
12 Secretary sought where funding from the Government is requested,
13 and the Financial Secretary will advise on the availability of
14 funding. The evidence of Mrs Dabreo-Lettsome was that, in some
15 instances, a Government Ministry or Department might fund a
16 lease from its own budget but in the majority of cases, the
17 funding comes from the Deputy Governor's Office's budget.

18 So, what is the role for the Ministry of Finance in
19 funding leases?

20 A. (Mr Frett) Mr. Chairman--Mr Commissioner--I keep
21 calling him Mr. Chairman, i don't know why. But
22 Mr Commissioner, with respect to the funding source, before at
23 least even before they start to enter into negotiations with the
24 potential leasee, they have to make sure that there is funding
25 available or the process is well advanced for those funding.

1 They may start the negotiation probably this year knowing that
2 there's a commitment by the Government to enter into that lease
3 for January.

4 So, there must be one funding in appropriation bill or
5 there is some agreed between the Government related to a Cabinet
6 Paper or whatever that they're going to enter into a future
7 lease before that negotiation. So they should not start the
8 lease--start the negotiation of the lease without knowing what
9 the source of the funding is. So the Ministry of Finance plays
10 a critical role. And it's not just for leases, no one should
11 enter into the procurement of any goods or services without
12 knowing where the source of funding is coming from.

13 Q. The process, as we understand it, from the evidence
14 today, was that a Government Ministry and Department can go and
15 find alternative accommodation or additional accommodation but
16 they then need to approach the Deputy Governor's Office and it
17 then goes through the process to the Committee. No one can sign
18 a lease unless Cabinet authorises it. That's the understanding
19 from the evidence this morning. Would you agree with that?

20 A. (Mr Frett) Commissioner, can you repeat that again? I
21 want to get that clear.

22 Q. The evidence is that whilst a Government Ministry or
23 Department can go into the market and find accommodation, what
24 it then has to then do is approach the Deputy Governor's Office,
25 and then the process starts but no one can sign a lease or enter

1 into a lease without Cabinet authorising it, and in fact it's
2 the Premier that signs the lease on behalf of the Government?

3 A. (Mr Frett) Commissioner, from my knowledge, that is a
4 fair assessment, but that is not written in law, that is a
5 policy and situation would dictate otherwise where--deviate from
6 that policy. I mean, COVID, the situation right now where
7 decision may have to be made that is within the law. It may not
8 be part of the policy, but sometimes you may have to make
9 decision based on the situation at hand, emergency or whatever
10 wise.

11 Q. I think--

12 A. (Mr Frett) It's a fair statement what you made about
13 what the normal process is.

14 Q. And is that process written down or is that just a
15 practice that has been established?

16 A. (Mr Frett) Commissioner, from my knowledge, it is a
17 practice or policy. I don't remember ever seeing it written
18 down anywhere. It may be part of the Accommodation Committee
19 policy, but I don't recall seeing that if you are to enter lease
20 with the Government, these are the steps that you must follow.
21 It may exist, but I'm not saying I'm aware of it.

22 Q. But to go back to your point about--you said "we are
23 in COVID". The evidence from the two Permanent Secretaries this
24 morning also covered what Government had to do following the
25 hurricanes in terms of sourcing or alternative accommodation--

1 A. (Mr Frett) Yes, Commissioner. I think there was
2 Cabinet Paper with respect to how we enter into the discussion
3 with leases. I think there was a Cabinet Paper.

4 I listened briefly. I was in and out of the
5 conversation this morning, but I think I did hear part of that
6 discussion this morning.

7 Q. Now, in terms of the role that the Ministry plays and
8 the Financial Secretary may play, when--if you are being asked
9 to provide additional funding, what factors would you take into
10 account when considering that request?

11 A. (Mr Frett) Commissioner, additional funding is
12 required for a lease. Of course, you have to look at the nature
13 of the request, or the reason. Why are you requesting this
14 additional money? It can be a situation where the lease have
15 not been renewed as the renewal clauses contained within the
16 lease that the Budget may not have covered and someone may have
17 missed that this renewal clause in the lease is due, and whether
18 it's based on some formula, some CPI, some other requirement.
19 So, that might have been missed during the Budget process. So,
20 therefore, when that comes out and sufficient funding might not
21 be there, so you might have to seek out supplementary or
22 reallocate within the budget to cover that funding. There may
23 be a situation where there may be upgrades to the facilities.
24 One of my colleagues noted this morning, one of the biggest
25 thing is insurance coverage that skyrocketed after Irma, so some

1 person tried to pass that cost on to the lessee.

2 So, there are a number of situations that may cause
3 the rental costs to go up.

4 Q. Just generally, if you can help with this, Mr Frett,
5 please. I mean, if you--I'm putting a slight hypothetical to
6 you. But if you have a Government department that has a budget,
7 and it will have different heads within its budget, if the
8 Department wishes to move funds from one head to another, for
9 example, to fund the lease, can it do that of its own volition,
10 or is that something it has to take back to the Ministry of
11 Finance?

12 A. (Mr Frett) Commissioner, there is a process, there is
13 a reallocation warrant in which they would apply through the
14 application form. It comes to the Ministry of Finance. They
15 will look at different categories from which they seek to
16 transfer monies from. And once we are satisfied with that,
17 there is a place for the Financial Secretary--and it also goes
18 to the Minister to sign off on to agree with the transfer of
19 funds from whatever area to the office rent.

20 Q. You've referred to a schedule of additional provision.
21 Could you--which would be a Ministry or Department seeking
22 additional funds above and beyond its allocated budget. How
23 does that process work in reality?

24 A. (Mr Frett) Commissioner, I think we went through this
25 in the last sitting. And the request is made, and it's made to

1 the Ministry of Finance, and then there is a form, there's a
2 process, there's an application form. And once that is
3 submitted, the Minister would review the document, will see,
4 sometimes, in the supplementary because of where the monies is
5 coming from, either will ship them from one practical group
6 another, it may require that the Policy be that that matter be
7 addressed supplementary, not sure, or reallocation warrant as it
8 normally would.

9 And the Minister would agree or not to agree on the
10 supplementary request that was made to shift the monies from one
11 practical place or to put new monies from--whether some savings
12 or--

13 Q. Elsewhere in Government?

14 A. (Mr Frett) Yes.

15 Q. And it comes from elsewhere in Government?

16 A. (Mr Frett) yes.

17 Q. And is it the decision of the Minister of Finance or
18 is it Cabinet? Or is it ultimately the decision of the Cabinet?

19 A. (Mr Frett) Commissioner, I think eventually the matter
20 goes to Cabinet, and then from Cabinet it goes to the House of
21 Assembly for the final process.

22 COMMISSIONER HICKINBOTTOM: I think, technically, the
23 Minister approves it.

24 THE WITNESS: (Mr Frett) Yes.

25 COMMISSIONER HICKINBOTTOM: Cabinet then approves it.

1 THE WITNESS: (Mr Frett) Because what happened, there
2 may be supplementaries through the course of the year, but then
3 the last one.

4 COMMISSIONER HICKINBOTTOM: And they're then gathered
5 together?

6 THE WITNESS: (Mr Frett) Yes, and then it goes to
7 Cabinet, and then to the House of Assembly.

8 BY MR RAWAT:

9 Q. One of the points--and just help me with this--if you
10 go to your 2.9, you say that the final Lease Agreement, once
11 signed by the landlord, is submitted to the relevant Minister
12 for signing. The evidence of Ms Stoutt-Igwe and
13 Ms Dabreo-Lettsome today was that it's always the Premier that
14 signs.

15 I mean, you seem to suggest that it could go to a
16 range of Ministers?

17 A. (Mr Frett) Commissioner, as it stands right now, all
18 leases, as far as I know, they are signed by the Premier, the
19 Minister of Finance. The Minister at any time can delegate that
20 authority to his Ministers. In the past, it was delegated, such
21 matters. Minister--the Premier may give authorization to
22 Ministers--

23 COMMISSIONER HICKINBOTTOM: It's similar to contracts?

24 THE WITNESS: (Mr Frett) Yes, for contracts, the same
25 thing. And he would delegate that. But right now, as it

1 stands, the Minister signs all documents.

2 COMMISSIONER HICKINBOTTOM: The Premier?

3 THE WITNESS: (Mr Frett) The Premier, yes.

4 BY MR RAWAT:

5 Q. Could I ask you just to turn up page 372 in your
6 bundle, please. It's an exhibit to your Affidavit.

7 The index of your Affidavit describes this memo from
8 FS to PS DGO, but it seems to be just a table that has various
9 rents charged by different Private Landlords.

10 Can you just explain how that--or, if you can, how
11 that note was put together, or what the document is?

12 A. (Mr Frett) Commissioner, in my office, I have a team.
13 This is 367, the number?

14 Q. Yes, your 367 and our 372.

15 A. (Mr Frett) Okay. Yes.

16 Commissioner, the document here, I'm trying to
17 familiarize myself with the document. Commissioner, I do have a
18 team in my office that compiles documents for me, and you can
19 see the volume of the information presented. And this
20 particular document here, I'm not 100 percent familiar with it,
21 so I'm unable to speak intelligently on what this document
22 represents. But from looking at it, Commissioner, it seems to
23 capture the security deposit for a number of properties that
24 were rented by the Government of the Virgin Islands.

25 Q. The reason I asked is that it's--you say you have a

1 team together, but it's--I think, if I've understood your own
2 index correctly, it is--it's part of a--it's a memo. It
3 describes a memorandum from yourself to--or from the Financial
4 Secretary to the Permanent Secretary to the Deputy Governor's
5 Office, but it's not very clear on it.

6 And the reason I ask--and I appreciate that you may
7 need to take this away, but when undertake the exercise of
8 trying to compare the figures here against the documents that
9 have been disclosed, we can't--there were two things arise. In
10 relation to some of the landlords, we cannot see any record of
11 sums actually being paid on the other document. And the second
12 is that one of them, if you see, it's Lake Development Company
13 Limited. In 2021, it's recorded as receiving--as charging just
14 over 129,000 in rent.

15 But, actually, when you look at the documents that
16 have been disclosed, it's a higher figure.

17 Was this document--is this document something that's
18 prepared--do you think it's been prepared for the purposes of
19 the day-to-day business of the Ministry of Finance, or was it
20 prepared for the Commission?

21 A. (Mr Frett) Commissioner, this document appeared to be
22 prepared for this exercise because it's not something I'm
23 authorized to keep at the database, so I'm not familiar with
24 that particular document and the format, so it had to be that it
25 was prepared in trying to summarise or capture some data.

1 Q. For the purposes of your response to the Commissioner?

2 A. (Mr Frett) Yes.

3 Q. I see.

4 Well, would you mind--I won't ask any further
5 questions about it. Would you mind taking it away with you,
6 Mr Frett, and just--and particularly just verifying the figures
7 in that because it's obviously a useful table, if it's accurate,
8 but I think we can't take it much further than that.

9 Now, the purpose of--as I've said, is really trying to
10 look at the process and the role of the Ministry of Finance,
11 given we've heard from the Deputy Governor's office this
12 morning. I'm just going to just turn to Mr Forbes and ask him
13 just to turn up page 326. And this was the two-pages that had
14 been sent to you by e-mail, Mr Forbes.

15 A. (Mr Forbes) Okay.

16 Q. To assist you, Mr Frett, we're in the Leases Bundle,
17 so it's not a page exhibited by yourself. It's in the separate
18 bundle.

19 If you would turn up page 326, please.

20 Do you have the document, Mr Forbes?

21 A. (Mr Forbes) Yes, I do, sir.

22 Q. If I explain what it is, and we--it may be useful to
23 have Mr Frett's input on this. But it's a memorandum from
24 yourself, when you were Financial Secretary, to the Permanent
25 Secretary or the Acting Permanent Secretary of the--in the

1 Deputy Governor's Office, and it's dated the 8th of
2 January 2020. It relates to a particular Tenancy Agreement, but
3 that's not the purpose of my question.

4 What you say is that--you write this: "You may not be
5 aware that persons like me have in the past worked tirelessly to
6 extricate Government from the abuse and wanton waste of public
7 money occasioned by the abysmal time when Central Government was
8 acting as landlord in Tenancy Agreements, the kind which is now
9 in question. The tried and proven solution was an Executive
10 Council, now Cabinet, approved policy mandating that in instance
11 where housing accommodation was part of the employment contract,
12 the officer would be given an allowance.

13 "I would respectfully advise that we return to the
14 allowance system for all such cases except for the few
15 traditional Officers that were exempted, such as the judges and
16 that of the Attorney General. With the inflection of time, it's
17 advisable that we seek to augment the level of the allowances to
18 ensure that they are relevant given the movement of prices in
19 the economy."

20 So, taking the general point, Mr Frett, what was the
21 issue that you were trying to flag up there?

22 A. (Mr Forbes) Commissioner, the--at one point,
23 Government was involved in what I termed as being landlords,
24 that there are a number of contract Officers, primarily those
25 who are expatriate Officers, who, as part of their contract,

1 they were given housing, what we call "housing". But what I
2 noticed back then was that that process was being abused by the
3 recipients of those--of those housing privileges, in that they
4 would basically discuss among themselves and deciding on some
5 families just having two persons to the family, and they want to
6 have two-three-bedroom houses and stuff. And since Government
7 was paying directly to the landlord, that was a system that was
8 ripe for abuse. And I would say, back then, I was one of the
9 chief proponents of another system where the first officer would
10 give them allowance in those cases.

11 And what I thought I saw from the correspondence that
12 the PS sent to me was that of reverting to that same thing where
13 Government was getting in the landlord business, which I
14 basically advised against, strongly. I think--I'm normally a
15 very soft-spoken person, but I can be very terse in writing.
16 Sometimes I wonder why I was--I had that bee in my bonnet when I
17 read it over. But the point was that I was trying to divert
18 them from getting back into the landlord business.

19 Q. Thank you, Mr Forbes.

20 Perhaps we haven't sent you this, but if I could--as a
21 separate document. But if I could just draw your attention and
22 canvass your view about what may be--have been another bee in
23 your bonnet. But this morning, we canvassed with Mrs
24 Stoutt-Igwe and Mrs Dabreo-Lettsome the minutes of an Office
25 Accommodation Committee meeting in October 2019 which you had

1 attended as a guest, and you advised that the Office
2 Accommodation Committee needed to come up with a policy to
3 determine what level of property the Government should be
4 renting, and that health and safety policy procedure in the
5 workplace should inform that policy. And you also recommended
6 that there must be some basic requirements met, and if they're
7 not included, Government shouldn't be renting the property.

8 Essentially, you made the point that if you're just
9 renting a shell, Government should be expecting to pay less than
10 if the building came with certain amenities.

11 Again, this is 2019. Just in terms of formulating a
12 policy as to the kind of buildings that Government should be
13 renting and what it should get for its money, what was your view
14 when you were Financial Secretary?

15 A. (Mr Forbes) Commissioner, what you expressed a while
16 ago is exactly what my views were.

17 And the thing that was driving that, that particular
18 thing at the time, was that I was trying to get Government to
19 agree, or get Cabinet to agree an average dollars per square
20 foot because we had created a division in between what some
21 landlords were quoting or asking for. And when you think about
22 properties that they were actually offering, they were at the
23 lower end in terms of the level of accommodation.

24 So, I was trying to get persons to focus their minds,
25 the officers who were responsible for that, to focus their minds

1 on making sure that they know what they're paying for. And if
2 it's going to be on the higher--once you decide what level
3 Government was willing to pay in the market, you will decide
4 which properties would be quoted a higher level and which
5 properties will gravitate to the lower level, and it would be
6 based on the amenities or the quality of the amenities that were
7 being offered.

8 Q. And so far as you're aware, during your time as
9 Financial Secretary, was such a policy put in place?

10 A. (Mr Forbes) I'm not aware, no, at least not--not in
11 the--in the particular form that I was thinking or trying to
12 nudge them towards.

13 Q. Mr Frett, what's your understanding of the current
14 policy by which Government operates when leasing buildings, in
15 terms of having basic requirements or a certain rate per square
16 foot?

17 A. (Mr Frett) Mr. Chairman, I try to recollect, but I
18 think that there was--I'm not sure whether it was verbally or by
19 policy where they said there was a ceiling, a ceiling on which
20 they was trying to use for rental properties, especially in the
21 Greater Road Town area. And also the amenities that went along
22 with such rental of spaces, whether or not it would have had an
23 elevator, access points in case of emergency.

24 There were a number of things, but I think those
25 things--I don't know if it was written in a policy, but this

1 might be part of the Office Accommodation Committee and how they
2 go about in assessing whether or not a property is viable for
3 rental. I know when we were looking into the rental spaces at a
4 location, you had the Chief Financial Officer and other persons
5 who went and actually visited the site and assessed whether or
6 not the site was deemed viable for rental. And they identified
7 a number of things that a landlord, a potential landlord, needed
8 to remedy before he could actually be renting the space.

9 But I'm sure that the Office Accommodation Committee
10 has their standards or their policy how to go about it. I don't
11 have sight of it to know exactly what it is. But from the
12 Ministry of Finance perspective, I don't know if I could put my
13 hands on it. I don't know if it was a Cabinet Paper or what.
14 But I know there was a--they were trying to enter a threshold
15 for rental for properties, especially in the Greater Road Town
16 area.

17 Q. Above which Government would not go?

18 A. (Mr Frett) Yes.

19 Q. Do you know when that was introduced?

20 A. (Mr Frett) Commissioner, no. I don't remember the
21 year.

22 Q. And did the Ministry--I'm sorry. Your voice dropped.
23 I didn't--

24 A. (Mr Frett) I'm sorry.

25 I don't remember the year.

1 Q. How long--can you say how long it's been in place? Is
2 it a policy to have a ceiling?

3 A. (Mr Frett) I would have to do some research on that.
4 I'm sure my colleagues who were here this morning can assist me.

5 COMMISSIONER HICKINBOTTOM: They certainly referred to
6 a ceiling but not, I don't think, a date.

7 BY MR RAWAT:

8 Q. In terms of setting that ceiling, does the Ministry of
9 Finance have a role to play at all?

10 A. (Mr Frett) Commissioner, just by going by memory
11 alone, I think that the Ministry of Finance, with their role in
12 setting that ceiling, I think there were discussions surrounding
13 that. I would have been in a different position, of course, at
14 that time, but my memory serves correctly, there were
15 discussions around how much really should be charged for--

16 A. (Mr Forbes) Commissioner, if I may butt in for a
17 moment, sir. I believe that there should have been a
18 recommendation coming out of the Accommodation Committee to the
19 Ministry of Finance or to the Financial Secretary, who would, in
20 turn, using that advice, advise the Minister of Finance so he
21 could take a Cabinet Decision as to what that ceiling should be,
22 because the Accommodation Committee, to which the Minister of
23 Finance had a Body on the seat that Committee, should be the
24 Body or the Agency that actually makes those type of
25 recommendations because they are the ones who are on the ground

1 and seeing what's happening, what kind of requests are coming to
2 them, what is the nature of the market that they are dealing
3 with.

4 COMMISSIONER HICKINBOTTOM: Yes, Mr Forbes, that makes
5 sense. And as I understand it from the evidence this morning,
6 that if a recommendation came from the Committee, then it would
7 be signed by all of the Committee, including the Representative
8 from the Ministry of Finance.

9 Yes, Mr Rawat.

10 MR RAWAT: Thank you, Commissioner.

11 BY MR RAWAT:

12 Q. If I could just move on, and it's returning to
13 Mr Forbes, but trying not to sound how--and Mr Frett, if you
14 could help because, obviously, you may have been involved when
15 the Ministry of Finance itself has to go and seek accommodation.
16 But to just use an example to just understand how the process
17 works, Mr Forbes, you should have a folder electronically,
18 headed "Forge International".

19 A. (Mr Forbes) Yes, sir.

20 Q. If you could turn to page 9 in that bundle, please.
21 What we have at page 9, if you have it, Mr Forbes, is an e-mail
22 from yourself in January 2020, and you highlight that there are
23 problems with the air quality in the Central Administration
24 Complex, and that space which is sought elsewhere for the
25 Ministry of Finance is still not yet ready, and so what you

1 decided to do, because of complaints from your staff about the
2 conditions and the impact on sick leave, was to source
3 accommodation which you described as "occupier-ready".

4 Now, you're writing there and asking the Attorney
5 General to vet the attached lease so that you can, as you say,
6 "provide transitional accommodation for three months" in the
7 first instance.

8 Now, was that a--do you remember whether that was a
9 step you took as Financial Secretary, sourcing and essentially
10 signing up or getting a lease with a landlord, without the need
11 to go through the Deputy Governor's Office?

12 A. (Mr Forbes) First, I must candidly state that after
13 witnessing what my staff at the Ministry of Finance and myself
14 went through following the devastation of Hurricane Irma, in my
15 desperation, I just sought some sort of accommodation for them,
16 and accommodation there was limited. Honestly, I thought that
17 it would be for a much shorter period; I thought it would be
18 transitional. But again, like most things in Government, it
19 took quite a while. It's still ongoing. As a matter of fact, I
20 think I heard someone mention to me on my way to my office
21 someday that the Ministry of Finance is now moving to new
22 accommodation or they have started the process, and that's
23 several months after I had entered into the lease with Forge.

24 Q. But the circumstances led you to directly enter into a
25 lease yourself?

1 A. (Mr Forbes) I'm going to say "yes". There was
2 no--there was no intention to snub or to ridicule the role that
3 the Office Accommodation Committee plays, but I think, since the
4 time Mr Frett was the Ministry representative under--on the
5 Office Accommodation Committee, he was aware of what was
6 happening and he could have communicated that information to the
7 Office Accommodation Committee. There was no plan to avoid
8 anything. I just needed to do something for my staff to, you
9 know, in dire circumstances, because the truth of the matter is,
10 following the devastation of the Hurricane, I, as an individual,
11 was busy trying to help everyone else, and those persons closest
12 to me were the ones that suffered most because I paid--I didn't
13 pay as much attention to them as I should have paid. I made a
14 public apology for it some time ago, you know. It was--it was
15 awful.

16 Q. So, is it right that--I mean, we heard this morning
17 about the work that was being undertaken on the Central
18 Administration Complex, and the Commissioner has seen evidence
19 about the steps that were taken, ultimately, to move its
20 approximately 300 Officers. Public Officers had to move out of
21 that building. For how long was the--after the hurricanes was
22 the Ministry of Finance--or did you have your staff or some of
23 your staff in that building?

24 A. (Mr Forbes) The way--I'm not good at dates and
25 stuff--right?--but I know, immediately following the impact of

1 the hurricane, we had moved to two rooms. I had moved my entire
2 administrative staff to two rooms at the--at the FIA offices,
3 two rooms, very cramped. Shortly after that, because of their
4 need, that is the FIA's need for its space, I moved my office
5 back into the Central Administration Complex, without windows;
6 there were some temporary wooden shutters put up, and it was in
7 the cooler months. I remember it was in the cooler months, so
8 it must have been in, like, March--you know, February-March of
9 2018, where it was bearable because of the prevailing trade
10 winds and stuff passing through the windows. But that came with
11 the dust. If you have ever been in that area of Wickhams Cay 1,
12 you realize that a slight breeze blows all the dirt and stuff,
13 and it comes into the building. On any given morning, you walk
14 into that office, as the older folks would say, you could almost
15 plant potatoes on top of the desk.

16 When it got much hotter, with the cooperation of the
17 Facilities Officers, Minister's officer, they tried to crank up
18 or start up the air handler, the air conditioner, which,
19 incidentally, there was a brand new air condition that was
20 bought for an office which was supposed to be the Cabinet's
21 office in the Central Administration Complex, and the hurricane
22 did some damage to it but not totally destroyed it, and that was
23 the system that they tried to start up.

24 And I can recall, quite vividly, how the problem that
25 they had with it because it was either too cold--and when it got

1 too cold, there was condensation on the floor, so wet, there
2 were persons who would slip and slide on the wet surfaces. And
3 all that the Ministry of Finance is going through, while at the
4 same time, I'm forcing them to focus and to help us to get out
5 of the crisis and get into full recovery. It wasn't a nice
6 time.

7 And I'm prepared to take whatever blame can be laid at
8 my feet with respect to what I did in terms of getting some
9 space for them. There is no--there is no--what do I say?--no
10 regret from me in doing what I did in terms of getting space for
11 part of my staff, part of my staff, because I took my
12 administrative staff and took them up into another one of our
13 offices, which is the Project Office, took them up into the
14 Project Office, and I had my whole administrative staff again up
15 there in that space, a space that they provided us with. I
16 think they're still there, if I'm correct.

17 Q. Mr Forbes, can I just clarify, the purpose of the
18 question was just to understand how the process works from a
19 Ministry needing to secure alternative accommodations. I think
20 you've explained to the Commissioner that yours was an unusual
21 situation--

22 A. (Mr Forbes) Yes.

23 Q. --because it's a situation where--or it's an example
24 of a Government department entering into a lease directly
25 without using the services of the Deputy Governor's Office; is

1 that right?

2 A. (Mr Forbes) Yes, sir. I think they were not directly
3 involved in the process.

4 Q. So, if we look at page 1 in the same bundle, we will
5 see it's another memorandum. It's from you to the Acting
6 Accountant General, and it just confirms that you had entered
7 into--or you say that the Lease Agreement has been drafted and
8 is now in the stage of being vetted by the Attorney General, and
9 you then request of the Accountant General assistance in
10 processing payment.

11 So, was--did you perceive the situation to be such
12 that you had to move quickly?

13 A. (Mr Forbes) Yes. The short answer is yes. My office
14 had actually moved into the space before I made payments to the
15 landlord, and I was going through the process of having the
16 drafted lease vetted by the AG's Chambers. The landlord was
17 clamoring for his payment, rightfully so, and I was trying to
18 get the assistance of the Accountant General to advance payment.

19 Q. And so, this was a situation where it was down to you.
20 You identified the alternative property, you negotiated the
21 lease, you agreed the rent, and then you took it forward?

22 A. (Mr Forbes) Yes. Because at the end of it, there was
23 a Cabinet Paper prepared, and it was advance to Cabinet because
24 I don't think--if I recall--I might be wrong on this, but I
25 don't recall actually signing that particular lease. I don't

1 think I was the one who signed it.

2 Q. I mean, if you look at page 31, you will see there
3 that there is an invoice from the landlord, who was Forge
4 International, and it's dated March the 1st, 2020, and it's--so
5 that invoice is coming to the Ministry of Finance, so that's
6 when you'd started paying.

7 And if you--you continued. And we see in the papers,
8 you then continued submitting invoices even before the lease had
9 even been finalised.

10 A. (Mr Forbes) Um-hmm.

11 Q. Now, the--just in passing, the invoices themselves
12 referred to rental of 16 desks. Could you just clarify what
13 that actually meant? Were you physically renting desks or were
14 you renting space, or is there no difference?

15 A. (Mr Forbes) It was explained to me by the landlord
16 from whom we were renting that the way he calculates the rental
17 space was per desk, and that is what was explained to me and
18 explained to the Attorney General's Chambers at the time. So,
19 we were renting desks, actually.

20 COMMISSIONER HICKINBOTTOM: But, Mr Forbes, the office
21 space went with the desks. And later on, page 41 in the bundle,
22 the invoices don't refer to desks from then on. They refer to
23 rental space. It was, in fact, space plus desks.

24 THE WITNESS: (Mr Frett) Commissioner, can I answer
25 this here?

1 COMMISSIONER HICKINBOTTOM: Certainly, Mr Frett.

2 THE WITNESS: (Mr Frett) With respect to the property,
3 it was the space. It came with the desks, it also came with a
4 conference room, and a kitchen area that was shared as well, so
5 it consists of the conference room, and the kitchen was
6 available to everyone to use, along with the--whether it be the
7 microwave or anything that goes within that.

8 COMMISSIONER HICKINBOTTOM: So however the landlord
9 charged it out, it was for the space?

10 THE WITNESS: (Mr Frett) It was for the space, yes.

11 COMMISSIONER HICKINBOTTOM: Thank you.

12 BY MR RAWAT:

13 Q. If we--page 44 in that bundle shows that the lease was
14 actually eventually signed on the 28th of September 2020, and it
15 was signed by yourself, Mr Forbes, the Director of Forge
16 International alone signing on behalf of the company.

17 So it took--so the effect was, you got your staff in
18 quickly and then made payment and then allowed the whole
19 lease-vetting process and finalisation to just catch up.

20 A. (Mr Forbes) At the same time--when I got the draft
21 lease, I bumped it down to the Chambers, and the Chambers--and I
22 had discussion about the lease as to when it was completed, you
23 know, that is...

24 But I think--the point is--I'm not in any way refuting
25 that I did not follow the established policy because the policy

1 that I have weighed in on, you know, on several occasions, and
2 what I--I'm saying at that particular point and the level
3 of--well, there was some emotion in it, it was quite emotive,
4 and I took action because the least I could have done for my
5 staff is to at least make some of them comfortable--not all,
6 some of them.

7 Q. I think, to be fair to you, Mr Frett, you explained at
8 the time the conditions that Ministry of Finance staff were
9 confronted with in the Central Administration Building to
10 explain why you took the steps that you did, but could I turn to
11 Mr Frett.

12 And, Mr Frett, if you turn to page 53 in the same
13 bundle, please.

14 A. (Mr Frett) Commissioner, just for clarity, I know both
15 of our names begin with "F", so I think you're mixing us up
16 interchangeably calling Mr Forbes Mr Frett. So...

17 (Overlapping speakers.)

18 Q. Not this time. I've got the right Mr Frett. It's
19 perhaps been a long week?

20 A. (Mr Frett) Yes, I imagine.

21 And also, Commissioner, just so--just for the record
22 also, that Mr Forbes has been out of it since he left the
23 Ministry, so he mentioned that I was under Accommodation
24 Committee. Actually it was another one of my colleagues.

25 Q. Was it Mr Kettle?

1 A. (Mr Frett) Mr Kettle--

2 COMMISSIONER HICKINBOTTOM: Yes?

3 A. (Mr Frett) --was the one who was on the Committee,
4 sometime we forget. There's a lot of things going on.

5 Q. Luckily his name doesn't begin with an "F", either, or
6 I'd be in trouble.

7 A. (Mr Frett) No.

8 Q. If you turn up to page 53, though, and it's just to
9 finish off this little bit, so Mr Forbes has explained the
10 circumstances in which he entered into the lease, but what we
11 see is at 53 there's--

12 A. (Mr Frett) Yeah.

13 Q. --the agreement is continued, and you signed that, if
14 you look at page 58, Mr Frett, because you're then Acting
15 Financial Secretary.

16 A. (Mr Frett) Yes.

17 Q. Now, first question is would it be right to say that
18 you had to stay on in that property was because of the time it
19 was taking to sort out Central Administration Building?

20 A. (Mr Frett) Commissioner, no. The reason that I signed
21 it, Commissioner, is because the wheel of government sometime
22 don't turn as fast as even as us Public Officers would have
23 liked, and we were hoping to move into the new premises much
24 sooner, but by the time you go through the procurement process,
25 we have the issue with COVID-19 that put us back as well

1 because, with the furniture we were supposed to move a long time
2 ago, and just recently we got notice from the supply that the
3 furniture was delayed another three months and, therefore we
4 said we are going to move into the current premises, some of the
5 staff move in where they find temporary furniture because we say
6 we will end the lease arrangement, because what you found is
7 every time it comes up, it's let us extend it, extend. And the
8 procurement process, the renovations and even moving in without
9 the elevators as well to get out of the costs that was
10 continuously happening, temporary, what was initially was
11 supposed to be a temporary arrangement turned out to be much
12 longer.

13 So, we at Finance recommend that we can continue that
14 no longer, so we had made those adjustments to just move in
15 because the substantive work is done; it's just the final
16 touches is taking furniture, another elevator and so forth.

17 Q. And will that become your permanent home as the
18 Ministry of Finance?

19 A. (Mr Frett) Commissioner, I'm not sure what the
20 decision is of the Office Accommodation Committee with the
21 Central Administration Complex. This is the first time that the
22 Ministry of Finance, central finance, would be housed in one
23 central location. In the past we were about three or four
24 different locations, spread out all over, during the Hurricanes
25 and COVID. And logistically, it is a nightmare when you have

1 all these satellite office.

2 So, I will be discussing the matter with the Office
3 Accommodation Committee and the Minister to voice my concerns
4 that if--having satellite offices, several satellite office is
5 not beneficial to the Ministry of Finance and organisation as a
6 whole. So I would prefer to have a central place where the
7 whole team is housed together.

8 Q. In relation to this page 53, the contract that
9 Mr Forbes entered into was for a year, and we see there that, as
10 of the 27th of February 2021, that there is essentially another
11 agreement.

12 Now, how were you able to sign this lease as Financial
13 Secretary, given that our understanding from the Permanent
14 Secretaries is that the Premier would sign off on leases?

15 A. (Mr Frett) Commissioner, like my predecessor said,
16 this lease was already--the arrangement was an ongoing
17 arrangement, and the situation was hoping it was just a
18 temporary one. And once the lease came to a conclusion, the
19 previous one, in hindsight, Commissioner, that should have gone
20 to the--the Premier should have gone through the process, so if
21 this Government decides a continuation of the current
22 arrangement we had with the lessee, where the Minister of
23 Finance was administering it.

24 Q. So, in the normal course of events, is it--can a
25 Department or a Ministry just itself renew a lease, or does

1 that--should that really go through the Deputy Governor's Office
2 and through to Cabinet?

3 A. (Mr Frett) Commissioner, that is the ideal process as
4 far as I know it. In this situation, as I indicated, that it is
5 not a normal situation that we had within the Ministry of
6 Finance. And in hindsight, the Office Accommodation Committee
7 perhaps should have been involved, even if it's not in the
8 initial one, perhaps in the renewal process. So I just followed
9 suit of what was done previously, but in hindsight maybe that
10 should have been the better option than have the Premier sign
11 off on the leases.

12 The key is that there was hoping--every month we're
13 hoping we'll be able--every period we're hoping that every
14 period hoping that we will move, and the situational causes,
15 okay, you can't move, and it always seemed to come back to
16 crunch time and decision had to be made to advance, so it never
17 was intended for any long-term lease. It was short-term.

18 And for the Office Accommodation Committee now with
19 these longer-term leases and not so much temporary-type
20 arrangement, as far as I know.

21 Q. The Permanent Secretaries this morning explained the
22 challenges that Public Officers faced in the immediate aftermath
23 of the hurricanes.

24 A. (Mr Frett) Yes.

25 Q. And the steps that people had to take to get services

1 back up again. And you may not know this, Mr Frett, but
2 obviously you're a long-standing Public Officer, and you have
3 been a Senior Public Officer for some time. But is it within
4 your knowledge that in the immediate aftermath of the hurricanes
5 that Departments had to take measures of the sort that Mr Forbes
6 had to take to try and secure safe accommodation for their
7 staff?

8 A. (Mr Frett) Commissioner, in my view, the health and
9 safety of the staff is paramount, and I wonder if you saw the
10 videos or the pictures of the aftermath of Hurricane Irma and
11 the destruction that it caused, not just to the Central
12 Administration Complex but also to other premises. Mr Forbes
13 already laid out where we sat. We are actually sitting on top
14 of each other at--actually the regular premises (unclear) or the
15 person would dispatch. We had persons--some person working
16 basically from home, and that was difficult in itself because of
17 the telecom system not being operative.

18 So, the conditions at the time may have warrant some
19 persons to take drastic decision in the health and safety of the
20 team.

21 What we have learned a lot of lesson, Commissioner,
22 from the hurricanes and even from COVID, as well, that as part
23 of that we need to probably have mitigation measures in place in
24 the event of a major hurricane: How do we deal with staffing
25 matters, housing and staffing matters? We think about feeding

1 and all these different things, make shelter, but how do you
2 keep Government operation going?

3 And I think we have learned a lot of lessons from
4 that, and even in COVID, too, Commissioner, we continue to learn
5 actually because the situation is still evolving within COVID;
6 it's quite fluid and we are learning how to deal with space and
7 distances.

8 We would love to cubicles more closer and maximize the
9 spaces. Now we have to start thinking, okay, how much persons
10 should be allow on this particular floor? And in our new
11 premises that we're in, it allow for social distancing and all
12 these other things, to keep the staff in a safe environment.

13 I do believe, Commissioner, that not just because,
14 Commissioner, with COVID, even well before that, the DBM--DG
15 office and a number of DGM and other office have recognised that
16 we have to--how do we cope in catastrophic events such as COVID.
17 And they have done that. In my view, we continue to do a good
18 job as situation presents itself. Perhaps there need to be a
19 more comprehensive approach in dealing with such matters so that
20 everyone would know what are the policies and this is how you
21 should go about it.

22 I know that Mrs Dabreo laid out a process in how we
23 should deal with that. Now that needs to be accommodated
24 through our Government, this to all accounting officer, and this
25 is the process he cannot deviate in. In what situation do you

1 deviate from that process? I think that all that will be
2 helpful moving forward.

3 I don't think that none in those situation would have
4 done so willingly, trying to circumvent a system. They did it
5 for the health and safety of their staff.

6 Q. But moving forward in time to--I was going to say to
7 better times, but of course, as you pointed out, you're--we're
8 now sort of coming out of a pandemic. But in terms of the
9 knowledge within your Ministry about the process by which--or
10 the lease arrangement process, is it your view that that--there
11 needs to be better information disseminated about what that
12 process actually is and the role of the Deputy Governor's Office
13 and et cetera?

14 A. (Mr Frett) Commissioner, I do believe as a result of
15 the--you asking a number of questions into the Commission of
16 Inquiry, I think that dialogue already started, and I think that
17 there is some positive coming out of the dialogue, and knowing
18 Ms Dabreo, she's very keen on such matters and know that we will
19 sit down, and notwithstanding that the Ministry of Finance sits
20 on the Committee, it need to be disseminated much wider on how
21 we address such matters.

22 I know that the new team, that they have assembled in
23 the Deputy Governor's Office. They are reaching out to us;
24 Mr Penn and others have been reaching out to the Ministry with
25 other accommodation matters and trying to make sure that they

1 follow a certain procedure. I don't want there--there's a--they
2 thought everything was clear and free to go but come now to find
3 out that I was not a part about that, that's part of their
4 process, to checking the Registry to make ownership and there is
5 no lien and all these issues like that. And when they went and
6 checked those issues, so we had to put a halt with a lot of
7 things already started.

8 So, these are some of the things that through the
9 leadership of DG and through coverage, so these things I'm not
10 sure how. I know that Ms Dabreo is probably listening, and sure
11 that the process every staff negotiation and discussion outside
12 of the Accommodation Committee, which can happen, we can just go
13 out and carry the recommendation into the Office Accommodation
14 Committee, identify this space for this particular reason, I
15 would like the Accommodation Committee to look at it.

16 But in doing so, even before it reaches that staff,
17 they're not telling us that you need to do some legwork. Even
18 with the Land Registry, you need to check a, b, c. You need to
19 find the true owners and all these things. So I think a proper
20 policy laying out these things would help in the process going
21 forward, Commissioner.

22 COMMISSIONER HICKINBOTTOM: Thank you very much,
23 Mr. Frett.

24 BY MR RAWAT:

25 Q. One last question to you, Mr Frett. As the Financial

1 Secretary, the evidence of Mrs Dabreo-Lettsome this morning was
2 that Government wants to reduce the number of leases that it has
3 so that the balance is in favor of Officers occupying
4 Government-owned property.

5 Speaking as Financial Secretary, can you see any
6 benefits in that approach?

7 A. (Mr Frett) Commissioner, I advise, and the
8 policy-makers will make that decision, but if I was a
9 policy-maker, I know that I would be a number of
10 administrative--Government administrative complex to reduce the
11 costs of rental income. That just my personal view. I'm not
12 the final decision-maker, so I don't want my Minister--

13 COMMISSIONER HICKINBOTTOM: I thought you as the
14 Financial Secretary and it's an understandable one.

15 THE WITNESS: (Mr Frett) Yes. We can reduce
16 significantly the rental costs and as the service grows, and
17 it's very costly.

18 And I also think that there's a--we often say that
19 the--the lessor can do much better in their pricing, but they
20 have to also take into consideration the mortgage payment,
21 insurance and other matters.

22 But I still think that the cost of rental is very
23 high, and it would be beneficial for the Government, when you
24 calculate of all rental income, if we could have somehow under
25 the current efforts DSM took to have at least one or two more

1 administrative contracts to ease that burden of external rental
2 cost. That's just my personal view, sir.

3 Q. Thank you.

4 MR RAWAT: Commissioner, I've reached the end of my
5 questions. Can I conclude by thanking both Mr Forbes and
6 Mr Frett for attending and giving their time to the Commission,
7 and also for the way in which they have given their evidence
8 this afternoon. Thank you.

9 COMMISSIONER HICKINBOTTOM: Yes.

10 And can I echo that, Mr Forbes and Mr Frett. Thank
11 you for your time which is valuable, but also thank you for the
12 thoughtful and helpful way you've given your evidence. It has
13 been very helpful.

14 THE WITNESS: (Mr Forbes) Commissioner, can I beg your
15 indulgence to make one comment, please, sir?

16 COMMISSIONER HICKINBOTTOM: Go ahead, Mr Forbes, yes.

17 THE WITNESS: (Mr Forbes) And I'm following on
18 something that Mr Frett said earlier.

19 I believe the whole question of the accommodation for
20 the Public Service should benefit from a policy. You have a
21 general policy that lays down some parameters, parameters as to
22 what type of property we should be looking at; you know, what
23 standard we should aspire to and costs in a market that we
24 should be looking at costs per square foot or what have you,
25 because I'm convinced that just by saying the Minister of

1 Finance or the Premier should sign every lease, that does not
2 lead to efficiency or effectiveness. So, what going to lead to
3 effectiveness or efficacy of the whole thing is that we have a
4 policy that has certain parameters, and the Public Servants are
5 allowed to make decisions within those parameters--parameters--I
6 want to repeat again, parameters that have been endorsed by
7 Cabinet.

8 Thank you very much, Commissioner.

9 COMMISSIONER HICKINBOTTOM: Thank you very much,
10 Mr Forbes.

11 I mean, from my understanding of the evidence this
12 morning that the Permanent Secretary does have standards for
13 various different sorts of accommodation which are really set
14 out in checklist, and there is at least a cap on the rentals to
15 be paid, no doubt that can be finessed but there is some form of
16 system in place. But thank you for that comment, Mr Forbes.

17 THE WITNESS: (Mr Frett) Commissioner, you said
18 Thursday we have to return? No, the reason is I'm on vacation
19 so...

20 COMMISSIONER HICKINBOTTOM: Mr Forbes, I think,
21 Tuesday and next Thursday, and Mr Frett is--we'll check,
22 Mr Frett. We'll check, Mr Frett.

23 MR RAWAT: We'll check and update you before you leave
24 the hearing room, Mr Frett.

25 THE WITNESS: (Mr Frett): Thank you.

1 MR RAWAT: If I could ask you, Commissioner, just to
2 rise briefly so we can set up for the next witness.

3 COMMISSIONER HICKINBOTTOM: Yes, thank you very much.
4 Thank you, Mr Frett.

5 THE WITNESS: (Mr Frett) Thank you, sir.

6 (Recess.)

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Session 3

COMMISSIONER HICKINBOTTOM: Good afternoon, Mr Lendor.
Can you see and hear us?

THE WITNESS: Good afternoon. Yes, I can.

COMMISSIONER HICKINBOTTOM: Good. Thank you very
much.

Mr Rawat.

MR RAWAT: Thank you, Commissioner. Our final witness
today is Mr Lenius Lendor.

BY MR RAWAT:

Q. Mr Lendor, I understand that you wish to take the
oath. Do you have a copy of the Holy book with you?

A. Yes, I do.

Q. If you could take in your hand and repeat these words
after me.

I swear by all mighty God--

A. I swear guy Almighty God--

Q. --that the evidence I shall give--

A. --that the evidence I shall give--

Q. --shall be the truth, the whole truth--

A. --shall be the truth, the whole truth--

Q. --and nothing but the truth?

A. --and nothing but the truth.

COMMISSIONER HICKINBOTTOM: Thank you very much,
Mr Lendor.

1 BY MR RAWAT:

2 Q. Thank you for making yourself available. Because
3 you're outside the BVI, you're attending remotely, but can we
4 start off just with some formalities, please.

5 Could you give the Commissioner your full name.

6 A. My full name is Lenius Julius Lendor.

7 Q. And I understand that you were formerly Managing
8 Director of the BVI Ports Authority?

9 A. Yes, that's right.

10 Q. And were the dates of your--you were in that role from
11 August 2018 to January 2020?

12 A. Yes.

13 Q. Could you, Mr Lendor, just give the Commissioner a
14 brief outline of your career before you were appointed Managing
15 Director.

16 A. Yes.

17 Well, okay. I started off as a teacher at St Mary's
18 College, my alma mater, secondary school for boys. I spent four
19 years there. But, whilst these four years were going along, I
20 did a Bachelor of Science degree in social sciences at the
21 University of the West Indies in Trinidad.

22 I then left teaching to become the Administrative
23 Assistant to the Director of Research and Development of the
24 Windward Islands Banana Growers Association, following which I
25 started my career in ports--in the ports industry as the Chief

1 Administrative Officer of the St. Lucia Air and Sea Ports
2 Authority, where I was the head of the business, the HR
3 Department, the Company Secretary, secretary to the counsel, and
4 leader of the Authority's negotiations team.

5 During that time, I did an MBA at the Cavehill School
6 of Business. And when I finished that Master's degree in
7 business administration, I also did a diploma in international
8 senior port management at Galilee College in Israel, and I also
9 did further training in port operations and management in
10 Singapore.

11 I was then appointed as the Manager of St. Lucia
12 Marine Terminals Limited, which is a wholly owned subsidiary of
13 the St. Lucia Air and Sea Ports Authority to manage the Seaport
14 as the primary shipment for within the OECS. I took up that
15 post until 2015.

16 During this 15 years, for 8 of these 15 years, I
17 served as Vice Chairman of the Port Management Association of
18 the Caribbean for four consecutive three-year terms, and for
19 four years as Chairman of said association.

20 I was made Honorary Member in June 2019.

21 Thereafter, I took up the post as Chief Executive
22 Officer of the National Insurance Property Development and
23 Management Company, and I resigned that post to take up the post
24 of Managing Director of the British Virgin Islands Ports
25 Authority.

1 Q. Thank you.

2 And in terms of being appointed Managing Director of
3 the BVI Ports Authority, did that follow after an open
4 competition?

5 A. Yes. I--the post was advertised. I applied, I was
6 interviewed. Other persons--I'm not sure how many--were also
7 interviewed, and I was selected, and thereafter followed Cabinet
8 conclusion and then appointment by Cabinet to serve in that
9 capacity.

10 Q. And you--as the Managing Director, you sit as an ex
11 officio member of the Board of the Ports Authority; is that
12 right?

13 A. Yes.

14 Q. And in your time that you were the Managing Director,
15 just give the Commissioner a brief outline of your role. What
16 did you see your job to be?

17 A. Well, according to the Legislation, it clearly states
18 there are certain things that the Managing Director, the
19 responsibility of the Managing Director under the Act, being
20 responsible for the overall management, day-to-day management,
21 of the Authority and to work in conjunction with the Board of
22 Directors in the interest of the organisation.

23 Q. Was it part of your remit to give advice to the Board
24 on port matters?

25 A. Yes, that would be--that would be part of it as an ex

1 officio member of the Board, when the Board convenes, we could
2 have deliberation, yes.

3 Q. And did that include policy formulation?

4 A. Yes. The Managing Director could influence that,
5 though ultimately the Board--as a board, as an entity, as a
6 unit--would be responsible for approving policy for the
7 organisation.

8 Q. Now, the reason that we've asked for your assistance
9 this afternoon is because the Commissioner is investigating the
10 way in which government bodies enter leases with Private
11 Landlords, and we've heard today from Public Officers within
12 Government itself, and you have been asked to assist because you
13 were Managing Director of a statutory body.

14 So, my first question to you--and I take you just,
15 please, to page 12 in the bundle that we sent to you.

16 A. That's bundle number 1?

17 Q. Yes, I hope so. It should be headed "BVI Ports
18 Authority Leases Bundle".

19 A. Yes.

20 Q. And if you go to page 12...

21 A. Yes, page 12.

22 Q. If I explain, Mr Lendor, page 12 is part of an
23 Affidavit by Kelvin Hodge, who is the current Chairman of the
24 BVI Ports Authority; and, in that capacity, he was asked to
25 assist Commissioner with certain pieces of information. But he

1 explains that he was appointed Chairman of the Board on the 13th
2 of May 2020 but didn't take office until the 25th of June 2020,
3 and the matters to which the Affidavit related occurred before
4 he took office as Chairman.

5 Paragraph 12--if you look at paragraph 14 on page 12,
6 Mr Hodge was asked to address the relevant framework, law,
7 policy and practice in relation to the BVI Ports Authority's
8 procurement and management of leases, and his response was that,
9 "based on the information available to me, I'm not aware of any
10 formal framework. The focus was to identify potential spaces,
11 identify their suitability based on the BVI Ports Authority's
12 needs, and identify the lease rate. Nor am I aware of any
13 unwritten or customary processes that the BVI Ports Authority
14 follows when entering into a new lease. However, once suitable
15 space is identified, the Board will vote on the matter, and
16 often a lawyer will review and advise on the lease before
17 execution".

18 Now, taking it back to your time as Managing Director,
19 so far as you're aware, was there a policy in place by which the
20 Ports Authority would seek accommodation to lease, or was it
21 done on a case-by-case basis?

22 A. I'm not aware of any written--any formal policy. As a
23 matter of fact, the Authority ever hardly had to list, as far as
24 I know--much of the list had been occasioned by the damage done
25 by the hurricanes and then the need for new space and the need

1 for the Authority to lease property, for example, rental spaces
2 for offices. So, I'm not aware of any policy on this issue.

3 Q. You explained that the Policy--the Ports Authority,
4 like many other bodies, had to respond to the impact the
5 hurricanes. So, in your time, what process did you follow when
6 needing to find additional space or property for the Board?

7 A. Well, the only occasion that--the only instance that
8 arose was with respect to the need to get some accommodation to
9 house some of the port staff who were in cramped conditions at
10 Port Purcell, so that was the only occasion. In the absence of
11 any formal written policy, we would not have had any specific
12 guidelines to follow, so the usual thing would have been to go
13 out and source suitable accommodation and evaluate the merits of
14 each location, the pros and cons, and make a decision based on
15 the costs and other factors, the location, value for money,
16 suitability for the purpose intended and so on.

17 Q. Were you, yourself, involved in that process of
18 seeking out alternative space for staff?

19 A. Not actively because, again, being from St. Lucia, I
20 had been no less than a year in the BVI, I would have deferred
21 to the local persons on the Senior Management team who know the
22 location and the Territory, the area much better than me, and
23 who know people and potential places and could advise and so on.

24 Q. If I could just ask you to turn up page 111, please.

25 Let me know when you've got the page.

1 A. Yes, I'm just scrolling down.

2 To page 101; yes?

3 Q. 111, please.

4 A. 111, yeah.

5 (Pause.)

6 A. Okay. Yes, 111.

7 Q. This is part of minutes of the meeting of the Port

8 Authority Board from 25th of July 2019.

9 A. Yes.

10 Q. And you see at item (g) there is an item headed
11 "Office Space", and there is a reference to the Board and some
12 managers having looked at potential space in Palm Grove House,
13 but it lacked parking, and there is lots of work left to
14 complete the space.

15 And it then goes on to report that the Board had
16 agreed to rent the building, a building on the highway owned by
17 VOP Investment Limited effective the 1st of August 2019. I will
18 come back to that because I think that's the building that
19 you're thinking of that the Board did actually rent. But in
20 terms of the reference Palm Grove, on the papers that the
21 Commission has received, there is no evidence of either the
22 Board or managers looking at other properties. Can you help at
23 all if other properties other than the building on the highway
24 and Palm Grove House were looked at?

25 A. No. I'm only aware of Palm Grove House being looked

1 at because I was one of the persons who was there with some
2 persons from--some senior managers and some Board members
3 looking at Palm Grove House, and thereafter we went to the other
4 properties on the highway.

5 Q. Thank you.

6 The next question just to canvass with you, if you
7 look at page 113...

8 A. Yes.

9 Q. ...you will see that this is now a minute from another
10 meeting of the Ports Authority Board from the 31st of July 2019,
11 and item 11 was a presentation by the General Counsel, and I
12 think that's Natalie Sandiford Francis.

13 A. Yes.

14 Q. And presumably the General Counsel was standing
15 counsel to the Board of the Ports Authority; is that right?

16 A. Yes. The General Counsel would have been part of the
17 management team, yes, so she would have been one of the senior
18 managers.

19 Q. And on this item the General Counsel is reporting on
20 draft policies and also staffing for her office, but her focus
21 is on documents prepared as recommended by the National Risk
22 Assessment Council because what the General Counsel reports is
23 that, in 2016, the National Risk Assessment Council advised that
24 the Ports Authority was to create various policies including (1)
25 conflict-of-interest policy; (2) policies to deal with issues

1 such as money-laundering, bribery and corruption; and (3)
2 political interference.

3 And the minute then continues: "As a result, the
4 requisite policies were drafted".

5 The General Counsel further reported that the drafting
6 of the political interference policy is incomplete because time
7 has not permitted her to do so, and she then dealt with other
8 matters that were taking on her time.

9 But the question I wanted to raise with you,
10 Mr Lendor, was this: The General Counsel, in July 2019, is
11 saying that the policies are nearly complete, available in
12 draft. During your time as Managing Director, did the Ports
13 Authority Board implement a conflict-of-interest policy?

14 A. No.

15 And just to put it in context, the General Counsel was
16 fairly new. She was recruited soon after I arrived when I made
17 the recommendation to the then-Board we needed an in-house
18 General Counsel because of so many legal matters we had to deal
19 with, so we recruited her, and she--and she's reporting to me as
20 the MD, and we discussed some things to give priority to, and
21 these were some of the policies which she drafted and submitted
22 to the Board.

23 Q. And we've got three policies that the General Counsel
24 produced or was producing: conflicts of interest; policies
25 dealing with money-laundering, bribery, construction; and

1 political interference. Were these policies aimed at both
2 members of staff and the Board?

3 A. Yes, they were. We were--we were particular to ensure
4 that conflict of interest could reside at various levels, and
5 the Policy aimed to cater for all of that.

6 In fact, as management, we went as far as discussing
7 the Policy as management and how it applied to persons on the
8 management team. And in submitting it to the Board, the
9 intention was for the same thing to happen with the discussion
10 so the Board would understand their part in the whole policy.

11 Q. And taking conflicts of interest as the example, what
12 was the endpoint that was reached during your time as Managing
13 Director?

14 A. Well, following the submission of these draft
15 policies, the Board actually did not really even, as far as I
16 know, discuss it at any length, far less approve it, so it did
17 not--it did not go further than just a draft.

18 Q. And that's where it was, it's still in draft when you
19 left your post as Managing Director?

20 A. Well, I didn't leave my post, but yeah, okay. After
21 that point, yes.

22 Q. In terms of--you said the policies were still in
23 draft. But was there a process by which, for example, members
24 of the Board could declare an interest in an item on the Agenda?

25 A. Well, even--even without a policy, the general

1 practice appeared to have been that there was a conflict of
2 interest and the member is aware, would draw that to the
3 attention of the Chairman and the rest of the Body and excuse
4 themselves from the room whilst deliberations on that particular
5 matter where the conflict existed had been dealt with.

6 Q. And they would physically leave the room?

7 A. Physically leave the room. I have seen that, yes, on
8 occasion.

9 Q. And was that--that then recorded on the minutes that
10 someone had declared an interest, and they had then left the
11 room?

12 A. Well, it should be, yes. It would be recorded, and
13 when the person returned would also be recorded.

14 Q. The next issue I would like to canvass you with,
15 please, is whether there was--firstly, just budgeting for
16 leases. Mr Hodge, in his Affidavit, noted that the one
17 lease--and we will look at some of the detail in a moment, but
18 the one lease that the BVI Ports Authority did enter into, there
19 was no rent budget in place prior to the Board's decision, and
20 he makes the point that the Ports Authority hadn't rented office
21 space in recent times.

22 So far as you were aware, in terms of a policy, was
23 there any policy in relation to how the Board would deal with
24 and the Ports Authority would deal with making sure they had the
25 Budget to enter into a lease?

1 A. Well, having registered that there was no formal
2 policy, what would happen if the Authority intended to enter
3 into a lease during the financial year, budgetary provision by
4 the relevant department, maybe admin or whichever department it
5 would fall under, Finance would be aware that during the course
6 of the year there is an intention to list property and make a
7 budgetary provision, right.

8 Q. Give me one moment, please.

9 (Pause.)

10 Q. If you could turn up, then, we just look at--and look
11 in more detail at the process by which the Board did enter into
12 a lease for one property, if you turn up page 116, please.

13 A. Yes.

14 Q. If we're in the right place, it's a letter from Vernon
15 Lake of VOP Investments Company Limited--

16 A. Yes.

17 Q. --to the then-Chairman of the BVI Ports Authority
18 Board, Mr Nathaniel Issac, and it's dated July 9th of 2019, and
19 it's submitting a quote for the commercial space viewed by the
20 Board.

21 Now, this is the space that the Ports Authority
22 ultimately took on, but it's obviously a space. But were you
23 involved at all in arranging for a quote to be taken?

24 A. No, I was not aware of that.

25 Q. We've seen already that, on the 25th of July 2019--and

1 we've seen the minute, but the meeting universally or
2 unanimously passed a motion to rent that building effective the
3 1st of August 2019. If you turn up page 114, please...

4 A. Yes.

5 Q. ...that's returning to the minute of the 31st of
6 July 2019, and under item 12, "CONTINUATION OF OTHER BUSINESS,
7 Lease of property", one of the members of the Board--and that's
8 Mr Bevis Sylvester--reported that he visited the container port
9 yesterday, did not like the condition of the offices, and his
10 understanding is that office space was were being sought and a
11 number of properties viewed, and he then requested an update,
12 and it was reported that the Port Authority had already decided
13 to enter into a rental agreement with VOP Investment Limited.

14 Mr Sylvester then reported that the MD--that's
15 yourself--had presented him with a list of required documents
16 which had been raised by the General Counsel this morning which
17 included items such as Certificates of Good Standing, and he
18 asked if the information was provided by those concerned, and he
19 was informed this had not yet happened.

20 And Mr Sylvester then moved a motion, which was
21 seconded by the Deputy Chairman who at the time was Roxane
22 Sylvester, which it was that the Ports Authority should proceed
23 with the lease of the premises from VOP Limited, pending
24 immediate receipt of the amended contracts and the documents
25 listed, and that if the due diligence information were not

1 provided by a date--this is the 22nd of August 2019--the
2 contract will be voided.

3 So, what seems to have happened at this stage is that
4 you had raised with the Board, or certainly with Mr Sylvester,
5 the need to undertake due diligence, so just tell the
6 Commissioner a little bit more about what process you identified
7 as required.

8 A. Well, based on the memo--the memorandum from the
9 General Counsel that we referred to earlier and the contents of
10 it, it was readily clear, it was most apparent that there were
11 issues that needed to be addressed and dealt with prior to
12 entering into the lease, so basically these were the matters,
13 the issues, the advice that the General Counsel gave just
14 impressing on all concerned that that has to be addressed before
15 we enter into any lease arrangement.

16 Q. And if we see at 123, please.

17 A. Page 123?

18 Q. 123, please.

19 This is a letter from the General Counsel to VOP
20 Investments Company Limited setting out what's described as due
21 diligence requisitions as part of the pre-contract process
22 concerning the rental of premises known as Pasea Place, and
23 asking for a response.

24 The next document that we can then look at is at 128.

25 A. Yes.

1 Q. This is a memorandum from the General Counsel to you
2 as Managing Director, relating to the proposal to rent that
3 building from VOP Investments, and she explains at the second
4 paragraph that if we take it from the first, that she had
5 received two copies of a lease from the Chairman of the
6 Authority with verbal instructions to review those, and then she
7 raised, having reviewed the lease she raised a number of
8 pre-contract inquiries, made several requisitions for documents,
9 and these then--and this was in order to conduct due diligence
10 in respect of the proposed arrangement. The memorandum explains
11 that the pre-contract inquiry's due diligence requisitions were
12 then handed to the Chairman by the General Counsel on the
13 afternoon of 30th of July along with proposed amendments.
14 Following the Board meeting that we just looked at, General
15 Counsel was prepared, as we have seen, it was instructed to
16 prepare a cover letter to make pre-contract inquiries from VOP
17 Investments.

18 And then she was informed on the evening of the 1st of
19 August that the Board wished to proceed with the transaction as
20 soon as possible. She adds, given the apparent urgency of the
21 matter, she proceeded to the Land Registry on the morning of the
22 2nd of August to conduct a search of the Land Registry to
23 confirm that the premises had been leased by an authority owned
24 by VOP Investments Company Limited as represented on the
25 proposed lease, but her inquiry showed that the property wasn't

1 owned by VOP Investments Limited, and there is no lease
2 registered which shows that VOP Investments is a registered
3 lessor of the premises.

4 And then she flags up on the next page that the Town
5 and Country Department had raised a number of issues in relation
6 to an application concerning the premises.

7 And so, what she raised--and this is at the bottom of
8 129, just taking it quickly, that she recommended the owner of
9 the property be asked to present proof that directions from the
10 Town and Country Planning Department had been complied with
11 because, if not, the Board may be at risk.

12 At page 130, the General Counsel continues: "In
13 carrying out due diligence, I also visited the Corporate Affairs
14 Registry on 8th August 2019. My search at the Corporate Affairs
15 Registry revealed that the correct name of the proposed lessor
16 is VOP Investments Limited, not VOP Investments Company Limited
17 as appears on the proposed lease," and that she pointed out
18 would need correction.

19 She then continued that section 30 of the Registered
20 Land Act, every person acquiring a lease is deemed to have
21 notice of every entry in the Land Register relating to that land
22 or lease. And as such, the Authority would be deemed, by law,
23 to have notice of the actual owner and cannot later claim it
24 wasn't aware that the property was not owned by VOP Investments
25 Company Limited or VOP Limited.

1 And she then says it's imperative that VOP Investments
2 Limited be now requested to produce a copy of the lease between
3 Patsy Lake as owner the property, which is the property that the
4 Board was planning to lease as owner--as lessor therein and VOP
5 Investment Limited as lessee therein. This is of utmost
6 importance to show that the VOP Investments Limited is entitled
7 to sub-let the premises; otherwise, the proposed lease should
8 not be executed by the Authority.

9 The General Counsel then enclosed further due
10 diligence requisitions for VOP Investments, and she recommended
11 that to protect the interests and reputation of the Port
12 Authority, that documentation be obtained in response to the
13 following requisitions, and one was whether any feasibility or
14 other research was undertaken to determine the amount of space
15 required to house staff of the Authority, whether any other
16 premises considered for rental of space? Thirdly, whether any
17 member of the Board is an interested party or Connected Person
18 to this transaction, and fourthly, if any number of the senior
19 management team of the Port Authority is an interested party or
20 Connected Person in this transaction.

21 So, I'm summarizing rather swiftly the content of the
22 memorandum, but what we haven't been provided with is a response
23 to that. Can you assist the Commissioner with, in terms of what
24 further steps you were able to take as Managing Director having
25 received that memorandum?

1 A. Well, on receipt of that memorandum, it's very vivid
2 in my mind because I received it late on a Friday afternoon, I
3 think, and I immediately--well, I called her to just touch base
4 and confirm everything because I know she was doing that due
5 diligence, and that's the memorandum that resulted from it, so I
6 thought it prudent to immediately apprise the Board of such
7 significant matters, and I proceeded to forward that immediately
8 to the Board, with a view, of course, as their being aware and
9 for us to discuss and, if necessary, to have the General Counsel
10 expand on whatever matters and so on, which is what I did with
11 immediate effect.

12 So, the matter was known to the Board and apparently
13 not based on the action that followed, it didn't appear to be
14 well-received because I know an emergency or the records will
15 show what is called a special Board meeting or an emergency
16 Board meeting was convened the following working day, which was
17 Monday after the weekend from Friday. And the Board convened,
18 and the matter--and they passed a resolution to make the post of
19 General Counsel a redundant with immediate effect. And for it
20 to take effect today, meaning that same Monday, and there
21 was--and to outsource the function of Legal Counsel for the
22 Authority, to outsource it, and that redundancy with respect to
23 GC to take immediate effect, and that's what the Board did
24 following receipt of the--of the memo that I sent them
25 first--for the information and to discuss.

1 Q. So, you provided the Board with the full memorandum
2 written to you by the General Counsel?

3 A. Yes.

4 Q. And you'd received it, you say on a Friday evening,
5 but by the Monday, the Board had resolved to dispense with the
6 role of General Counsel?

7 A. Yes.

8 Q. How long had there been--you explained earlier that it
9 was on your recommendation that the Board set up a General
10 Counsel post. How long had the General Counsel been in place?

11 A. The General Counsel would have been in place maybe for
12 about eight months or so, but it was under a different Board
13 because in the interim, there was general elections, there was a
14 change of Government, new Board, so that was not the same Board
15 that approved my recommendation to bring in a General Counsel,
16 that was a new Board. So these were new Directors.

17 Q. We've seen that the memorandum is dated the 8th of
18 August 2019. If you turn back to page 117, please?

19 A. Yes, I'm there.

20 Q. This is, I think, a copy of the lease, it's the copy
21 that we have, but it gives the date from which the lease would
22 run as the 1st of August 2019.

23 So far as you're aware, Mr Lendor--and I should say
24 that it has annotations on it, so it appears to be a draft, and
25 the annotations may be those made by the General Counsel, but so

1 far as you're aware, did the lease start to run from the 1st of
2 August 2019?

3 A. I am not 100 percent sure. I cannot recall exactly,
4 but the records would show because payments would be made from a
5 certain date. So, subject to--I would have to double-check that
6 with finance. I can't recall for sure.

7 Q. But in terms of the format as where the General
8 Counsel advised further due diligence that the Board should take
9 forward, although you say the Board resolved to make that
10 General Counsel role redundant, did they go on to consider any
11 of these matters with you?

12 A. No.

13 Q. So, just so--was there any further discussion about
14 the question of a Feasibility Study?

15 A. There is no further discussion on any aspect of the
16 memorandum.

17 Q. I see. Thank you.

18 What then followed in terms of the timeline--and I can
19 take you to it if you need, but quotations were obtained from
20 various contractors, so for example there was a quotation
21 obtained from Caribbean Security for the installation of a
22 burglar alarm system, access control and video surveillance. A
23 quotation was sought from Edward Sandy d/b/a International
24 Change and Construction. That then led to an agreement in
25 October for the outfitting of the premises with sheetrock walls,

1 doors, paints, and finishes. And that work was to be completed
2 by the 1st of December 2019, and then on the 5th of November
3 2019, Caribbean Security did enter into an agreement to fit in
4 security systems.

5 And there was then in November 2019 work done in
6 relation to wiring, in relation to fitting an air-conditioning
7 system, further electrical works.

8 Before the Board entered into the lease, were you and
9 they aware of the amount of work that would be needed to fit out
10 the premises that you were wanting to rent?

11 A. Well, the fact that the Board and management, the same
12 persons who visited Palm Grove also visited this premises, we
13 would have seen everything, what was in existence, what was
14 needed, what was not in existence, so the Board--everybody who
15 was on the visit would have been aware of what's required to
16 make it fit for purpose.

17 Q. Were you tasked to undertake any preparatory work to
18 identify how much it would cost to make the building fit for
19 purpose?

20 A. No.

21 Q. Was there any discussion about how long it would take
22 before the building would be fit for purpose?

23 A. No, just a general sense of trying to get these things
24 done as expeditiously as possible.

25 Q. Did you, yourself--I mean, the proposed rent, and

1 we've only seen it in the draft, is that the annual rent was
2 going to be \$295,000. Were you involved at all in negotiating
3 that rent?

4 A. No.

5 Q. Who, so far as you're aware, was involved in
6 negotiating the lease?

7 A. I'm not aware of any. That's just a figure that came.
8 I'm not aware how that figure was arrived at, though, anybody
9 who was involved in negotiating it.

10 Q. I mean, the General Counsel's note speaks of being
11 handed a lease by the Chairman of the Authority or copies of the
12 lease by Chairman of the Authority, but--I mean, were you at all
13 at any time asked to comment, as Managing Director, on the terms
14 of the proposed lease?

15 A. No.

16 Q. Are you aware--I mean, you attend meetings as an ex
17 officio Member. Were you aware of discussions about--by the
18 Board about what the lease terms should be?

19 A. No. Any such matter would have been in the minutes;
20 and, as you could see from the transcript of the minutes,
21 there's no such discussion.

22 Q. I mean, would it be the role of the Managing Director
23 to undertake the task of negotiating the detail of a lease?

24 A. Well, normally, the Managing Director and his team.
25 Maybe you would include the Project Manager and somebody from

1 finance and so on, yeah.

2 Q. And in terms of taking the Project forward after the
3 lease had been signed, did that fall to you to do as Managing
4 Director?

5 A. What do you mean taking it forward?

6 Q. Well, a lease is entered into, the building requires
7 some fitting out to be fit for purpose. Did the Board ask you
8 as Managing Director to take that forward and obtain quotes from
9 contractors for various things?

10 A. No, no. Pretty much everything continued in the same
11 vein where nothing was delegated or passed through the Managing
12 Director to do. So, there is nothing specific that the Managing
13 Director had to do with respect to taking the matter forward,
14 except that, of course, some contractors were identified. It
15 was not an open tender, but maybe selected tendering persons
16 would have asked people they believe who could do the work based
17 on their experience or maybe past works to submit quotations and
18 on the basis of that one would have been selected.

19 Q. If we take it in stages, in terms the lease, you had
20 nothing to do with the lease at all; is that right?

21 A. No, no, I wasn't involved in the lease or even
22 anything pertaining to that particular property.

23 Q. So, who put the lease before the Board as far as
24 you're aware?

25 A. I'm not aware of who put the lease before the Board.

1 Q. And in terms of selecting the contractors who would be
2 involved in the fitting out, you didn't play a role in that at
3 all as Managing Director?

4 A. Again, because of not being from the Territory and not
5 knowing, you know, having a track record of working with
6 contractors in that field and so on, I would not know even who
7 has done similar work elsewhere and whether the work was good
8 and whether to ask them to quote and so on.

9 Q. But was it, therefore, other members of the Senior
10 Management team who had that knowledge who were asked to go and
11 do that?

12 A. Well, the Board was very, very hands-on in all of
13 that, too.

14 These things were not just delegated to management to
15 do. The Board was very much--was very much hands-on in these
16 matters and involved in all these matters.

17 Q. If you can be a bit more precise. If you just take it
18 from the time that the decision was first made to enter into
19 this lease, in what way were the Board hands-on?

20 A. Well, from my experience dealing with the Board, that
21 particular Board was very hands-on. Maybe some Boards will
22 restrict their rules to policy matters and setting the
23 parameters for management to operate but that particular Board
24 was very much hands-on and very much involved in operational
25 matters and so on, so that was the modus operandi.

1 Q. And was that a way of working that you were used to?

2 A. No, I was not used to that. I have been reporting to
3 Boards for past 20 years. That one was the most hands-on of
4 all.

5 In fact, the previous Board did not operate like that,
6 so that was different.

7 Q. And you mentioned that, in terms of the recruitment of
8 contractors, it was not something that you dealt with and you
9 point to your lack of knowledge of the BVI, but there
10 wasn't--there wasn't a sort of advertised process or a tender
11 process in place at all?

12 A. Not in that instance, no, not in that instance.

13 Q. And is it down to the Board to decide who would get
14 the contract to, for example, outfit the building or deal with
15 other matters that were necessary?

16 A. Well, ultimately, the Board would have the final say
17 in approving any recommendation made, and the final approval
18 rested with the Board. You could make a recommendation, and the
19 Board would either approve or not approve.

20 Q. If you turn up page 105, please. Back to the minutes
21 of the 25th of July 2019, and that lists for us Members of the
22 Board. There are obviously various ex officio Members,
23 including yourself and Mr Sylvester, who I think from memory was
24 Chairman of the BVI Airports Authority, and there is also a
25 representative, Ms Sharon Flax-Brutus, who may be there as a BVI

1 Tourist Board, and there are Public Officers as well as ex
2 officio Members, but in terms of the Members of the Boards
3 themselves, we have Mr Nathaniel Issac, Senior; Ms Roxane
4 Sylvester, who were respectively Chairman and Deputy Chairman.
5 Ms Patsy Lake; Vincent Wattley; Mr Keith Flax; Mr Damien
6 Lettsome; yourself; and Ms Tamara Wheatley-Hodge.

7 Now, in terms of those appointed members of the Board,
8 in relation to this transaction, which is leasing this building
9 from VOP Investments Limited, did any--to your knowledge, did
10 any Member of the Board declare an interest at any point?

11 A. No, I'm not aware of any Member declaring an interest
12 with the exception of Ms Lake, who I think it may be in the
13 minutes where there was a time, I think, she left the room when
14 matters pertaining to that rental was being discussed. So, as
15 far as I recall, Ms Lake would have been the only person who
16 would have declared an interest and excused herself at the
17 appropriate time.

18 Q. Also listed, and I won't read the names out, but are
19 various members of staff, and this takes us back to a point that
20 the General Counsel made, which was about someone being an
21 interested party or Connected Person.

22 Did any member of the Senior Management team declare
23 an interest at all?

24 A. Well, just a perusal of the minutes would indicate
25 that the managers actually were excused from the room. They had

1 already maybe fulfilled their purpose in coming there, and
2 whereafter they left to go back to their posts, to their
3 offices, the rest of the substantive matters and the Agenda--and
4 the Agenda continued.

5 So, at that point in time, they were not there, they
6 were not present.

7 Q. Thank you.

8 MR RAWAT: If I could just have one moment, please,
9 Commissioner.

10 COMMISSIONER HICKINBOTTOM: Certainly.

11 (Pause.)

12 MR RAWAT: Commissioner, I have reached the conclusion
13 of my questions. Can I finish by thanking Mr Lendor for making
14 himself available this afternoon, and also for the way he has
15 given his evidence. Thank you.

16 THE WITNESS: Thank you.

17 COMMISSIONER HICKINBOTTOM: Can I echo that,
18 Mr Lendor. Thank you very much for your time, and thank you
19 very much for your evidence and the clear way in which you have
20 given it. It's been very helpful. Thank you.

21 THE WITNESS: Thank you. I appreciate it, yes,
22 thanks.

23 (Witness steps down.)

24 COMMISSIONER HICKINBOTTOM: Mr Rawat.

25 MR RAWAT: Commissioner, that is the conclusion of the

1 day's proceedings. We will start again at 10:00 tomorrow with
2 two witnesses.

3 COMMISSIONER HICKINBOTTOM: Yes. Thanks very much.
4 Thank you, everyone.

5 (End at 5:08 p.m.)

CERTIFICATE OF REPORTER

I, David A. Kasdan, RDR-CRR, Court Reporter, do hereby certify that the foregoing proceedings were stenographically recorded by me and thereafter reduced to typewritten form by computer-assisted transcription under my direction and supervision; and that the foregoing transcript is a true and accurate record of the proceedings.

I further certify that I am neither counsel for, related to, nor employed by any of the parties to this action in this proceeding, nor financially or otherwise interested in the outcome of this litigation.

A handwritten signature in cursive script, reading "David A. Kasdan", positioned above a horizontal line.

DAVID A. KASDAN