

BRITISH VIRGIN ISLANDS COMMISSION OF INQUIRY

HEARINGS: DAY 43

(MONDAY 4 OCTOBER 2021)

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

Before:

Commissioner Rt Hon Sir Gary Hickinbottom

Mr Niki Olympitis and Ms Lauren Peaty 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.

Mr Claude Skelton-Cline gave evidence.

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Those present:

Session 1

Mr Niki Olympitis, Withers LLP (attending remotely)

Ms Lauren Peaty, Withers LLP (attending remotely)

Mr Bilal Rawat

Mr Claude Skelton-Cline

Ms Juienna Tasaddiq, Assistant Secretary to the Commission

Mr Andrew King, Senior Solicitor 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

COMMISSIONER HICKINBOTTOM: Good morning, everyone.

Just before we start the evidence. Could I just raise one thing, Mr Olympitis, and that concerns the responses to the Warning Letters that have been in respect, in fact, of the matters we're dealing with today and tomorrow.

A response came through from the IRU on Saturday in respect of Warning Letters sent to Mr Frett and Mrs Smith-Maduro--thank you for sending those in--but they're accompanied by 1300 pages of documents, some of which had been disclosed in, I think we made four or five requests for disclosure in relation to these matters before, some of which were new and had not been disclosed previously. Can you explain to me why these documents haven't been disclosed previously?

MR OLYMPITIS: I'm afraid I can't help you at all on that, Commissioner. I'm in the UK and I'm in the middle of a house move so I'm slightly on the back end of the curve.

I have said that my team in the BVI will answer any of your queries during the course of this morning, so they could certainly e-mail you with an answer to that question.

COMMISSIONER HICKINBOTTOM: When they're e-mailing, could they also please explain why the documents are in very poor order. They seem at times to be completely random, certainly not in, for example, chronological order, and some of,

1 for example, in the index are wrong. And given that they
2 arrived on Saturday, for hearings today and tomorrow, this has
3 not helped us prepare for these hearings. It simply made it
4 more difficult. But if you could ask them to e-mail us with a
5 response to that, I would be very grateful.

6 MR OLYMPITIS: I will do that.

7 COMMISSIONER HICKINBOTTOM: Thank you very much,
8 Mr Olympitis.

9 Mr Rawat.

10 MR RAWAT: Good morning, Commissioner.

11 Commissioner, can I formally put on the record the
12 legal representation attending this session. We have Mr Niki
13 Olympitis here on behalf of the Attorney General and the elected
14 Ministers. The remaining Members of the House of Assembly, who
15 are separately represented, are not represented this morning.

16 If I pick up the point that you raised with
17 Mr Olympitis, Commissioner, we have hard copies of the material
18 that was supplied on Saturday. It may be necessary during the
19 course of today to ask Mr Skelton-Cline to look at some of that
20 material. If there is going to be any issue over that, then we
21 will have to rely upon Mr Olympitis making use of the
22 three-minute delay.

23 COMMISSIONER HICKINBOTTOM: Yes, thank you.

24 BY MR RAWAT:

25 Q. Mr Skelton-Cline, thank you for returning to give

1 further evidence to the Commissioner. You previously gave
2 evidence on the 11th of May of this year, when you made an
3 affirmation. You're still bound by that affirmation.

4 You will see that around you there are a number of
5 bundles. There is one in particular on the desk where you're
6 sitting. We will look at some of the documents in those bundles
7 as we go through your evidence today, but can I conclude these
8 introductory remarks by just asking you to keep your voice up
9 and to speak slowly. It's important that your answers are
10 accurately recorded on the Transcript. The microphone that you
11 see in front of you will not amplify. It's just there to
12 record.

13 The other thing I should say is there are occasions
14 when the two of us may speak over each other. If that happens,
15 I will stop, and I will let you finish your answer.

16 There are three topics that I would like to canvas
17 with you today. The first is the Virgin Islands Neighborhood
18 Partnership Project, which was one of the matters that the
19 Commissioner has taken evidence on already, and, in particular
20 the Commissioner has heard evidence about the report on that
21 project which was produced by the Auditor General on which she
22 was asked questions.

23 As a result of the evidence that the Commission has
24 obtained, you were sent a Warning Letter setting out potential
25 criticisms. Now, that letter is confidential, and has not been

1 published, but its purpose is to notify you of potential
2 criticisms that may be made of you and that arise from the
3 evidence before the Commission, and that is in order so that you
4 can have an opportunity to respond.

5 Now, I stress as I have done with others that
6 they--the criticisms are just that: They are potential
7 criticisms. They do not form provisional or concluded views of
8 the Commissioner.

9 Now, you did not take up the Commissioner's invitation
10 to submit a written response to the potential criticism, and so
11 what I would like to do first is just to try and go through some
12 of the issues that are raised by the criticism letter and by the
13 report with you.

14 A. Can I ask a question, Commissioner?

15 COMMISSIONER HICKINBOTTOM: Yes.

16 THE WITNESS: On the matter of this Neighborhood
17 Partnership, why am I, in my, as a private citizen in my private
18 capacity, having to answer questions on this particular contract
19 when, in fact, and in essence as you have expressed, you are
20 conducting the Commission of Inquiry on governance, processes
21 and systems, and yet I, as a private citizen, in my private
22 capacity, is here answering questions on a Contract that I had
23 eight-nine years ago? How is that--how is that possible?

24 COMMISSIONER HICKINBOTTOM: Firstly, more than eight
25 or nine years ago now, Mr Skelton-Cline, because time passes

1 very quickly.

2 Secondly, you're absolutely right. It's a good
3 question because the focus of the COI is on serious dishonesty
4 in public office and governance, but as you'll know because you
5 will have read the Auditor General's Report, she regarded
6 governance in relation to these particular contracts as very,
7 very poor, indeed, and we need to establish the background to
8 the Contract, what happened during them, so that I can consider
9 governance in relation to the Contracts, and you are obviously
10 an important part of that story.

11 THE WITNESS: Oh, I hear you, Commissioner. I have
12 not read the Auditor General's Report. I haven't read it then,
13 I haven't read it now because, as I understood and what I've
14 extrapolated from what I've heard, that Report at its best is
15 incomplete, given whatever the Ministry and/or whatever was
16 handed to them.

17 And so, the best entity to speak with regarding
18 governance, the processes and systems of this contract or any
19 particular contract that I have had in my private capacity is
20 the Government.

21 COMMISSIONER HICKINBOTTOM: Of course.

22 THE WITNESS: I'm not the Government. I'm not an
23 elected official. I'm not a fiduciary of the Government. I'm
24 not a Trustee.

25 And so, with all due respect, Commissioner, I think,

1 and I would like for you to correct me on the record if I'm
2 wrong, I am the only private citizen in a private capacity that
3 you have summoned to this COI.

4 COMMISSIONER HICKINBOTTOM: Right.

5 THE WITNESS: I question that because it is too
6 glaring to ignore which leads me to a conclusion because it
7 feels like targeting and victimization to me in my private
8 capacity as a private citizen.

9 COMMISSIONER HICKINBOTTOM: Firstly, the basis of that
10 proposition is wrong. You are not the only private citizen.

11 And secondly, the evidence that I need to take
12 properly to investigate governance and serious dishonesty in
13 public office is a matter for me. You have already kindly given
14 evidence, Mr Skelton-Cline, on some of these matters, but the
15 stage has now been reached where it would be useful for me if
16 you were to answer the questions we're going to put to you in
17 relation to the matters which have been raised.

18 The focus is on governance. It's still on governance.
19 It will remain on governance. But at the moment there are
20 serious suggestions in the evidence of really, really poor
21 governance, and some of those suggestions relate to matters in
22 which you have become--in which you have been involved, and I
23 need to drill into those matters, and you can help me do that.

24 THE WITNESS: Well, with all due respect,
25 Commissioner, the best space and place for which you can drill

1 into that is the Government, and the particular entity of
2 whatever the particular contract may be.

3 To have me here--and the reason you're going to feel
4 some resistance on the private contracts that I've had is
5 because on more than one occasion I have listened--not all--I
6 have heard Mr Rawat invoke my name with the then-Minister Mark
7 Vanterpool with the then-Minister of Education in a way that I
8 think is willful and wicked, and it's unacceptable to me as a
9 private citizen in my private capacity, as a husband, as a
10 father, as a clergyman in this community, very small community,
11 where these things are disbursed throughout the airwaves that
12 leaves inference and innuendos, and so that is deeply concerning
13 to me.

14 And I feel like the Commission in this case, with all
15 due respect, sir, that you have allowed some of that. Mr Rawat
16 full well knows, as you would, sir, I have no decision-making
17 instrument or position relative to whether it was the
18 Neighborhood Partnership, whether it was the Contract with the
19 then-Minister of Communications and Works or whether it's the
20 current Contract now through the Ministry of Finance in the
21 Premier's Office.

22 Those persons on the matter of governance and systems
23 and processes are the best people to speak to. I don't create
24 invoice. I don't draft contracts, I don't set out all the terms
25 and agreements. I agree at the end to deliver certain things.

1 I'm don't send--I'm not a PS or Accounting Officer that sends
2 stuff to Treasury.

3 If at any time that the Government or one of its
4 agencies felt that they were not receiving a fee for service or
5 deliverables, there are conditions within that contract in which
6 they could be terminated on both sides. That did not happen.
7 On the Neighborhood Partnership, you have a situation in a whole
8 political spectrum that make a spectacle amongst the
9 then-Government that I, as a private citizen, got caught up in.
10 Now, while I can, and maybe off the record, just for your
11 purposes, but I am not going to allow myself, Commissioner, in
12 my private capacity, to come through here what to me--and what I
13 must tell you--it feels like theater, it feels like a public
14 lynching, and what I have noticed with sitting leaders, past
15 leaders of my little country. And that's just the way I feel
16 and I must share that with you so you can get a grasp and
17 understanding for what's taking place out here.

18 And the best way--the best way for me to help you, sir
19 is in some private sitting where I can say to you, because as
20 good as your intentions may be, I'm not sure what all your
21 mandate is with this Commission of Inquiry, but as good as your
22 intention could be, you're setting down--a construct has been
23 set down here that just leaves our nose, meaning this country,
24 and the UK's nose bloody with no clear path forward. I don't
25 see how anybody wins in any of this.

1 COMMISSIONER HICKINBOTTOM: Mr Skelton-Cline, firstly,
2 that's not a question. That's--

3 THE WITNESS: No, it's a statement I was making.

4 COMMISSIONER HICKINBOTTOM: It's a speech. It's based
5 upon quite a number of false premises.

6 Firstly, you do know my mandate. My mandate is set
7 out in my Terms of Reference. That is my mandate. My mandate
8 goes no further and no shorter than that.

9 Secondly, the Commission of Inquiry has been set up,
10 as you're well-aware, in the public interest. I'm conducting it
11 in the public interest. Mr Rawat is asking questions on my
12 behalf in the public interest. For no other reason. So, the
13 foundation of what you have just said is not a sound foundation.

14 I am determined to hear evidence in public where I
15 can. I have been urged to do that by the BVI Government, and
16 that is what I propose to do. I have no doubt that in hearings
17 to date, the hearings being in public has helped the people of
18 this Territory understand the nature of the COI and the evidence
19 that has been presented. The evidence that is reported in the
20 media is not always correct, Mr Skelton-Cline, as I'm sure you
21 are aware.

22 All we want to do is we want to ask you questions.
23 You have been kind enough to come under the summons that have
24 been issued. We want to ask you questions about these three
25 matters. The focus is and will always remain on governance.

1 But if you had read, for example, the VINPP report,
2 you will have seen that the Auditor General, part of the BVI
3 Government, is an independent--she's an independent pillar of
4 governance in this country, she concluded in a value-for-money
5 report that the value that was given under those contracts was
6 either nil or negligible. That is something which I would like
7 to hear from you on. She may be wrong, but it will help me if
8 you answer the questions that Mr Rawat is going to put to you.

9 THE WITNESS: Commissioner, I hear you, and what I am
10 saying to you: One, the Auditor General--and I'm not here to
11 offer a critique on the Office of Auditor General, they are
12 doing their job and they are independent. The job that they did
13 on this particular report, my statement is incomplete--

14 COMMISSIONER HICKINBOTTOM: Mr Skelton-Cline, you
15 haven't read it.

16 THE WITNESS: Well, I have read what you call the
17 criticism that I was able to open on that, and at the bottom it
18 talks about in governance and agreements about value for money.

19 COMMISSIONER HICKINBOTTOM: But you can't make a
20 statement as to an Auditor General's Report that you have not
21 read. We have read it, we have taken evidence on it. We're
22 going to take more evidence on it.

23 THE WITNESS: I have heard with my own ears in the
24 testimony from the Auditor General--

25 COMMISSIONER HICKINBOTTOM: But, Mr Skelton-Cline, it

1 would have been better if you had read the Report with your own
2 eyes, but you're here to answer questions. We're not here to
3 have a sort of broad debate, and it would be helpful to me if
4 you answered the questions which, through Mr Rawat, I am going
5 to put to you.

6 THE WITNESS: Commissioner, again, I have to push back
7 on this. Because I am saying to you, as you have just laid out
8 your position as to what I have proffered and you talked about,
9 it's a faulty foundation. The Auditor General doing her job is
10 doing her job. I'm saying the very basis of it was default, the
11 very basis of it was faulty. And, therefore, whatever
12 conclusion you come up with, whatever criticism she came up with
13 on that faulty position, what am I to do? It's faulty. There
14 is no need to correct that. What has been said here and what
15 has been inferred is (1), that there was not value for money,
16 (2) that somehow in this culture there was some concoction
17 between myself and the then-Minister.

18 What I can say for this record that not then, not now
19 or throughout my life do I engage in any illegal or any
20 concoction or any kickbacks or any whatever other shenanigans
21 with Government, and so that, as a private citizen,
22 Mr Commissioner--and you have to understand why I feel so
23 passionate about this--I feel and can speak passionate about
24 this because this has touched me and my life personally in the
25 place that I call home and amongst the people that I live. And

1 this has been going on every election cycle. It depends on
2 where I am, one of these things pop up.

3 And what I am saying to you, I'm not in a position
4 because I think it's unfair, I think it's unjust, I think that I
5 am targeted for whatever reason that I can come to what I have
6 heard since then. So, it is in that spirit, sir, it is in that
7 premise, I am inviting you to put yourself in my shoes as to why
8 I am reticent and resistant to asking questions that makes a
9 spectacle out of something where I know for sure and can account
10 that there was nothing untoward or no illegal or corruption
11 relative to me and any government official, not then, not now,
12 not ever.

13 COMMISSIONER HICKINBOTTOM: But that's an assertion.
14 What I need is evidence.

15 THE WITNESS: It's my oath.

16 COMMISSIONER HICKINBOTTOM: And I'm going to get the
17 evidence by Mr Rawat asking you questions. And the truth, I'm
18 sure, Mr Skelton-Cline, will shine out of your evidence. But
19 what I cannot do is act on mere assertion. It's no issue merely
20 asserting that something you haven't read is incomplete. We
21 need to ask you questions.

22 THE WITNESS: Commissioner, I hear you, but the best
23 forum and the best entity and the best persons to speak to this
24 contract and/or in other contract that I have held in my
25 personal capacity are the persons who engaged my services and

1 where I made the deliverables. I have not seen that. I have
2 not heard that. And, therefore, for me to sit here--and this is
3 where it gets even closer and more personal--for me to sit here
4 with all of the months that you, sir, have carried out this
5 Commission, that I am the only private citizen in a private
6 capacity that has come before to you testify. I've initially
7 offered to you the binders I had relative to what was my then
8 contract out of courtesy.

9 Now, to the extent, sir, you have questions with
10 regards to the BVI Ports Authority during my tenure, the
11 development of the cruise pier development as a fiduciary, I
12 think that is open and well and legitimate to question me on
13 because there I had a fiduciary responsibility, and I'm
14 prepared, sir, to answer those questions the best I can to the
15 best of my recollection. I'm not prepared to be made to--to add
16 to this theater of addressing things privately under matter of
17 governance, under matter of system, and the matter of processes.
18 Those things, sir, are beyond my ambit.

19 COMMISSIONER HICKINBOTTOM: Firstly, Mr Skelton-Cline,
20 the evidence I will find useful is a matter for me. It's not a
21 matter for you or any other witness. It's a matter for me. I
22 consider that your evidence will assist me on my Terms of
23 Reference.

24 Secondly, you have kindly and graciously let us have
25 your documents after we've summoned you here to answer

1 questions. You have given us those documents. Thank you. The
2 BVIG have given us more documents, thousands of documents. But
3 I will be assisted by your answering Mr Rawat's questions. As
4 you know, under the summons, you are bound to answer the
5 questions that we ask that fall within the scope of my Terms of
6 Reference, and I would like to move on because time is always
7 short here for Mr Rawat to begin asking you questions in respect
8 of the matters that you have been written to about.

9 THE WITNESS: Commissioner, I am not bound to answer
10 questions on governance and processes of government systems.
11 That's beyond my ambit and scope. I am not bound do that, sir.

12 COMMISSIONER HICKINBOTTOM: I'm sorry, I simply don't
13 understand what you're saying. Your evidence in relation to
14 these contracts will assist me in relation to the Terms of
15 Reference, which are serious dishonesty in public office and
16 governance. It will help me because that's my judgment call.

17 And under the Act, a witness who answers to a summons
18 is required to answer questions that fall within the scope of
19 the Inquiry. These questions will fall within that scope.

20 THE WITNESS: Commissioner, it will help you in the
21 governance of public service. I'm not a public servant. I'm
22 not a civil servant. I'm not an elected official. I'm not a
23 fiduciary of government. I cannot speak to nor am I open to
24 responding to questions relative to that. Anything else,
25 Commissioner, with all due respect, because I have seen, and I

1 have observed, and I want to say it again, what this amounts to
2 is theater. It's a shame and humiliating of persons elected and
3 those who have Statutory Boards and other fiduciary
4 responsibilities.

5 I, Claude Skelton-Cline, am not willing to participate
6 in that. What I am prepared to do is to respond to any query
7 you have in regards to the Pier Park, to its development and/or
8 why I was the Managing Director of the BVI Ports Authority.
9 That's what I'm prepared to do.

10 COMMISSIONER HICKINBOTTOM: With respect of the, for
11 example, to the VINPP therefore, I have evidence that you
12 provided no or no significant value for the money you received
13 in relation to that. I've heard what you've asserted, but that
14 is evidence that I can act on. I want questions asked of you so
15 that you can put the record straight if the record is wrong, but
16 I cannot do that without evidence.

17 THE WITNESS: Commissioner, you have termed it that
18 you have evidence.

19 COMMISSIONER HICKINBOTTOM: Yes.

20 THE WITNESS: I don't know how that is possible when
21 you're reading from a report that, at its best and on its face,
22 is incomplete. The Project was not even allowed to be
23 completed. The Project was caught up in a political fight
24 between two party Members of which me in my private capacity as
25 a citizen, and a tremendous amount of lies and innuendos was

1 told in with the intent of tarnishing my reputation. I would
2 not, just as I did then, I will not now participate in that. I
3 have no compulsion in which to clear that.

4 And particularly, sir, in this forum and on this
5 format. I think it's on--I think it is fundamentally unfair and
6 unjust that you, as the Commissioner, in this--in the execution
7 of your work, would you of the thousands of contracts, I want
8 you to know how this looks to me.

9 COMMISSIONER HICKINBOTTOM: Mr Skelton-Cline, this is,
10 as you say, is not a theater, and it's not a place for making
11 speeches. It's a place for giving evidence. I would like you
12 to give evidence on the matters that we're going to raise with
13 you. If when Mr Rawat asks you a question, you are not willing
14 to answer it, you must let me know. That, under the Act, is not
15 something that you are allowed to do.

16 And secondly, if you refuse to answer a question in
17 relation to which I do have evidence, then I can make an
18 assumption on the basis of your lack of response. But we're now
19 half an hour in, Mr Skelton-Cline. I have heard no evidence
20 from you. You're here to give evidence.

21 THE WITNESS: And you have not heard any evidence from
22 me, sir, because I have not given any evidence, and I am not
23 prepared to give any evidence on those particular matters.

24 And again, you have just reinforced because the
25 language that you have just used feels nothing except but a

1 threat and a spirit of intimidation to me. And that is what it
2 is, and that's what it feels like. I have to put that on the
3 record, Commissioner, with all due respect.

4 COMMISSIONER HICKINBOTTOM: But Mr Skelton-Cline, I
5 also have to make sure that I'm procedurally fair to all
6 participants, all witnesses before the COI. You're a witness.
7 I have to be procedurally fair towards you. It is only fair
8 that you know the possible consequences of your refusing to
9 answer questions that are properly put.

10 THE WITNESS: I do not--I do not buy that,
11 Mr Commissioner, that you're trying to be procedurally fair.
12 Procedurally fair is dealing with the Government and its
13 governance and the people who are responsible for that, not me
14 as a private citizen.

15 COMMISSIONER HICKINBOTTOM: That's a point you've made
16 a number of times, Mr Skelton-Cline.

17 THE WITNESS: Yes.

18 COMMISSIONER HICKINBOTTOM: Mr Rawat, anything to add
19 in relation to that discussion before we get on to the evidence?

20 MR RAWAT: No, I'm ready to start my questions,
21 Commissioner.

22 COMMISSIONER HICKINBOTTOM: Good. Thank you.

23 BY COMMISSIONER HICKINBOTTOM:

24 Q. Mr Skelton-Cline, can you see the file that's just in
25 front of you on the desk?

1 A. I can see the file.

2 Q. Would you mine just opening, please--

3 A. I will not open the file. If you have a question,
4 which I've already said for the record, I'm not prepared to
5 answer questions of processes and systems and governance because
6 it is beyond my ambit.

7 Q. Well, I will try and avoid asking you questions that
8 are better directed to a Public Officer or elected Official.

9 Is it right that, since 2008, you have held from time
10 to time a number of contracts with Government?

11 A. Your question to me is that is it right?
12 Commissioner, what kind of question is that?

13 COMMISSIONER HICKINBOTTOM: Just answer the question.
14 It will be much quicker, Mr Skelton-Cline.

15 THE WITNESS: I'm saying--

16 COMMISSIONER HICKINBOTTOM: It's a perfectly proper
17 question. Please answer the question.

18 THE WITNESS: Is it my right in my country to make a
19 living? Is that what you're asking me?

20 COMMISSIONER HICKINBOTTOM: No.

21 THE WITNESS: What are you asking me?

22 COMMISSIONER HICKINBOTTOM: Listen to the question.

23 THE WITNESS: I am listening.

24 COMMISSIONER HICKINBOTTOM: And then answer the
25 question.

1 Mr Rawat.

2 THE WITNESS: My answer to your--to the innuendo, what
3 you're insinuating from your question, Mr Rawat, is that as a
4 son of the sword, as a citizen of this country, I have a right
5 to make a living in my country.

6 COMMISSIONER HICKINBOTTOM: Is the answer to the
7 question yes?

8 THE WITNESS: It is contractual and/or otherwise.

9 BY MR RAWAT:

10 Q. So, since 2008, you have held from time to time
11 contracts with Government?

12 A. I'm not sure since 2008 but I have contracts as you're
13 well-aware.

14 Q. And you confirmed that those contracts began when you
15 gave evidence on the 11th of May, that you began engaging in
16 those contracts before you had completely returned to the BVI;
17 is that right?

18 A. That's far from the truth.

19 And let me take location to say right here from your
20 last question about my return to the BVI which you asked me on
21 May 11. Which to say, this is why Commissioner, you're going to
22 get constant resistance from me.

23 (Overlapping speakers.)

24 COMMISSIONER HICKINBOTTOM: Just pause for a moment,
25 and I will let you complete your answer, but as a result of your

1 answer, we asked you to confirm the date, which you did in a
2 later e-mail. Thank you very much, but continue, please.

3 THE WITNESS: Yes.

4 And so, to be asking me this question, again, which
5 comes out of Mr Rawat, Mr Commissioner, melee. You know what
6 melee is? I don't know if the stenographer can pick that up.
7 Gossip. That somehow my return to my home country which I
8 answered you truthfully. I even had friends criticizing me
9 saying to me why am I answering the question because I answered
10 truthfully.

11 But I know the innuendo from the then-Governor Jaspert
12 from the Governor before him--forgot his name now--who
13 suggested--this seems all a part of it--that somehow I'm back
14 from the US because I am running, and my Immigration status,
15 that I was caught up in some shenanigans.

16 COMMISSIONER HICKINBOTTOM: I'm sorry,
17 Mr Skelton-Cline, firstly, the theater is being introduced by
18 you.

19 Secondly, the question was a very simple question,
20 asking you to confirm your previous evidence. If your previous
21 evidence is right, please confirm it. If it's wrong, please
22 tell us.

23 THE WITNESS: Why do I have to reconfirm my previous
24 evidence? Why do I have to confirm about my return to my
25 country? I returned to my country out of my choice.

1 COMMISSIONER HICKINBOTTOM: But that wasn't the
2 question.

3 THE WITNESS: What's the question?

4 COMMISSIONER HICKINBOTTOM: The question is the date.

5 THE WITNESS: I provided that to you in the letter,
6 around the time was because I didn't have an exact date.

7 COMMISSIONER HICKINBOTTOM: It was an e-mail 2010, you
8 said; is that correct?

9 THE WITNESS: Thereabouts.

10 COMMISSIONER HICKINBOTTOM: Thank you.

11 Mr Rawat.

12 BY MR RAWAT:

13 Q. Thank you. According to the Auditor General's Report
14 on the Virgin Islands Neighborhood Partnership Project, Claude
15 Ottley Consulting Limited received \$696,800 through four
16 consultancy contracts between October 2008 and December 2010.
17 Is that something that you disagree with?

18 A. I disagree with the entire report because the entire
19 report is based on incomplete information.

20 Q. The Auditor General in the Report records that
21 information was requested in writing from Mr Claude Ottley
22 Cline, the Consultant, but no response was--

23 A. I have never spoken with, had no correspondence about
24 the Office of the Auditor General.

25 Q. So, is it your recollection now that the Auditor

1 General did not, or her office did not contact you in relation
2 to the Project before this Report was issued?

3 A. I have not been nor never in my life spoken with the
4 Auditor General's Office.

5 Q. And do you disagree with her maths that the contract
6 price for four contracts over--just over two years was just over
7 \$696,000?

8 A. I disagree. I don't recall what the exact contract
9 sum was, but again, for this record, I am not in agreement with
10 the Auditor General's Report because, on its face, it is
11 incomplete.

12 COMMISSIONER HICKINBOTTOM: But is her--is her audit
13 evidence as to the value of the Contract more or less right?

14 THE WITNESS: I don't know. You have to ask the
15 Government, what value did they receive for the terms and
16 conditions--

17 COMMISSIONER HICKINBOTTOM: No, no, nothing to do with
18 value. This is cost. Is that figure approximately right?

19 THE WITNESS: I don't know.

20 COMMISSIONER HICKINBOTTOM: Okay. Thank you.

21 THE WITNESS: I do not recall what the exact figure
22 was.

23 COMMISSIONER HICKINBOTTOM: Thank you.

24 BY MR RAWAT:

25 Q. The Report records that the first contract was dated

1 the 31st of October 2008 was for 12 months for a total of
2 \$98,400. Is that a fact that you disagree with?

3 A. I have no number in my head as to what the sum of the
4 particular contract was, the Auditor General, if she had nothing
5 else--I think it was a her at that time--if the Office of the
6 Auditor General had no evidence, they would have at least had
7 the contracts issued by the Government so they would know
8 whatever those figures would have or should have been.

9 COMMISSIONER HICKINBOTTOM: So, those figures are
10 probably right?

11 THE WITNESS: You would have to ask the Government to
12 verify that. I don't have those contracts. I don't know.

13 BY MR RAWAT:

14 Q. The Government entity that you are said to have
15 contracted with was the Ministry of Education and Culture. Do
16 you remember if that first contract was with the Ministry of
17 Education and Culture?

18 A. Mr Rawat, you're asking me the same thing. This is
19 why I'm telling you--you're asking me the same questions over
20 and over again. That is established. You have that. It's been
21 provided to you.

22 COMMISSIONER HICKINBOTTOM: I'm sorry, is the answer
23 to the question yes?

24 THE WITNESS: But see, Commissioner, I'm not going
25 down that road. I'm going to resist going down that road

1 because it serves me and it does not add any value to what you
2 are suggesting in terms of governance and processes and systems.

3 COMMISSIONER HICKINBOTTOM: Well, it does because this
4 was a value-for-money report--

5 THE WITNESS: But you should ask the people who
6 engaged me, not me. Not in my private capacity. Ask the
7 Government. Did they receive value for money? They should be
8 able to answer that. Not me.

9 COMMISSIONER HICKINBOTTOM: The Auditor General, who
10 is part of the Government, has answered that question. What I'm
11 doing--

12 (Overlapping speakers.)

13 COMMISSIONER HICKINBOTTOM: What I'm doing is drilling
14 into it to see whether her conclusion is correct.

15 THE WITNESS: Mr Commissioner, had you drilled in with
16 the Minister of Education and Culture or whomever it was with
17 the Contract at the time?

18 COMMISSIONER HICKINBOTTOM: Oh, yes.

19 THE WITNESS: Okay, that should be sufficient.

20 I'm not--see--because you see, if I allow--if I allow
21 you to go down this road, it opens up all kind of stuff of which
22 I am fundamentally feel aggrieved to my person as a private
23 citizen. This is what this does. This is why. This is why I'm
24 refusing to go down this road.

25 And as much as I would like to assist overall, because

1 I think that what's happening here is trying to plug holes in a
2 very defective system that we're being forced on operate on at
3 the very--at the basis, you know? The Commissioner is going to
4 come up with a report, Mr Commissioner, I know you're tempted to
5 say this is not a place for speech, but the reason I'm trying to
6 give you the backdrop of what's in my own mind, you are here
7 questioning me.

8 COMMISSIONER HICKINBOTTOM: I'm sorry,
9 Mr Skelton-Cline, the question was a really very simple one.

10 THE WITNESS: I know.

11 COMMISSIONER HICKINBOTTOM: And we want a simple
12 answer, please.

13 THE WITNESS: It's a simple question with--
14 (Overlapping speakers.)

15 COMMISSIONER HICKINBOTTOM: Not in respect of each
16 question a similar speech. I understand where--I understand
17 what you feel about this. What I want is evidence about these
18 matters, these specific matters which I am drilling into.

19 THE WITNESS: I am not the best person to ask about
20 that.

21 COMMISSIONER HICKINBOTTOM: You're not the best person
22 to ask if you refuse to answer a simple question with a simple
23 answer, Mr Skelton-Cline.

24 Mr Rawat, next question, please.

25 THE WITNESS: Mr Commissioner, I can't allow to just

1 say that and move on because again, you're casting an aspersion
2 on me as to (1) I'm either not being cooperative, (2) I'm not
3 answering your question according to your will. Sir, it cannot
4 be according to your will or your mandate when it violates my
5 basic fundamental human right. It can't be according to your
6 will when it violates my person, and it does.

7 COMMISSIONER HICKINBOTTOM: Well, I don't understand
8 that. This was a simple question about a particular contract.
9 You say that other people know the answer to the question,
10 people in Government. We asked you a simple question. You
11 weren't prepared to answer it. We will go on to the next
12 question.

13 Mr Rawat.

14 BY MR RAWAT:

15 Q. What is recorded is that, before the expiry of the
16 first contract, in August 2009 you were engaged or Claude Ottley
17 Consulting Limited was engaged on a second contract with the
18 Ministry of Education and Culture for an additional \$250,000.
19 Is that detail in the Auditor General's Report wrong?

20 A. I was engaged in a contract as I recall had annual
21 intervals. I have no idea as to whether or not they were being
22 evaluated internally to determine whether or not I go on to the
23 second one or to the third one. That was the side of the
24 Government. If there was the continuation because I was
25 fulfilling the Terms of Reference according to my contractual

1 arrangement.

2 COMMISSIONER HICKINBOTTOM: There may be questions
3 about that, Mr Skelton-Cline, but this wasn't one of them. This
4 was purely about the fact of the Contract.

5 THE WITNESS: I don't follow you. What is--

6 COMMISSIONER HICKINBOTTOM: Listen to Mr Rawat's
7 question.

8 THE WITNESS: I have.

9 COMMISSIONER HICKINBOTTOM: Mr Rawat's question simply
10 asked whether the fact of the Contract as recorded in the
11 Auditor General's was wrong.

12 THE WITNESS: The fact of the Contract as I recall was
13 a three or four year contract, as I understood, and it was
14 annualized. I don't remember the name where it was reviewed
15 annually by Cabinet and other Ministry. You would have to ask
16 them as to the particulars. I don't know.

17 BY MR RAWAT:

18 Q. Is your recollection, then, Mr Skelton-Cline, that
19 when you first entered into this Contract, you entered into it
20 on the basis that it would be for four years?

21 A. Yes, it was a programme that they wanted, that was not
22 a one-step dance. It was a period of time that the Contract
23 would have to be executed.

24 Q. So, when you were first discussing this contract with
25 Government, it was envisaged that the work that you would be

1 required to do would take some four years; is that right?

2 A. Mr Commissioner, again, the very thing I'm saying I'm
3 not doing yet you keep pulling me to do, and so I have to back
4 up.

5 These questions are best put to the Government.

6 COMMISSIONER HICKINBOTTOM: But today,
7 Mr Skelton-Cline, we're putting them to you.

8 THE WITNESS: Yes.

9 COMMISSIONER HICKINBOTTOM: And from your last answer,
10 it suggested that this was one contract over a lengthy period of
11 time with annual reviews.

12 THE WITNESS: And I don't wish to offer no suggestion
13 because a suggestion is not evidence. It is best that these
14 queries be proffered to the Government.

15 COMMISSIONER HICKINBOTTOM: Is the answer to the
16 question "I don't know".

17 THE WITNESS: I don't know. I don't recall.

18 COMMISSIONER HICKINBOTTOM: That's the answer. Thank
19 you very much.

20 BY MR RAWAT:

21 Q. What the Auditor General's Report records is that
22 there were four separate contracts running between November 2008
23 to October 2009 for \$98,400. One between January 2009 and
24 December 2009 for \$250,000. The third between November 2009 and
25 October 2010 again for \$98,400. And the fourth and last between

1 January 2010 to December 2010. Again, now for \$250,000. The
2 total of that is \$696,800.

3 But your recollection, if that is your recollection,
4 is that it was not separate contracts?

5 COMMISSIONER HICKINBOTTOM: If the answer is "I don't
6 know", say so, Mr Skelton-Cline.

7 THE WITNESS: The answer is I don't know.

8 COMMISSIONER HICKINBOTTOM: That's fine. Thank you
9 very much.

10 BY MR RAWAT:

11 Q. Over that period, Mr Skelton-Cline, who would you, as
12 the Consultant engaged by a Government Ministry, required to
13 report to?

14 A. Whoever the PS was of the day and/or the Minister for
15 the same. I do not recall. The Contract should lay out whoever
16 it was that was the reporting person, so I will resort to
17 whatever the contract would have said relative to reporting it.
18 So, the best place to seek that answer is what the Contract
19 prescribed.

20 Q. The Auditor General quotes from the first contract as
21 to its purpose as follows: "To establish a Neighborhood
22 Partnership between key stakeholders of the communities such as
23 churches, schools, parents and organisations, to work for the
24 common good of the youth and to guide them in a holistic
25 wholesome approach to life".

1 She quotes from the second contract which was the
2 August 2009 one, when that was executed, was that you, as
3 Consultant, would "act as coordinator of the Virgin Islands
4 Neighborhood Partnership Project and undertake the
5 responsibilities to bring together key stakeholders in the
6 community, i.e., churches, schools, parents, and community".

7 Does that accord, Mr Skelton-Cline, with your
8 recollection of the purpose of this Project?

9 A. Mr Commissioner, the terms and reference of the
10 Contract was clear. I do not wish to speak to whatever the
11 Auditor General's Office extrapolated from that contract. I,
12 according to my terms and reference of that contract, fulfilled
13 my obligations of that contract prior to its stopping abruptly
14 because of whatever the political confliction was.

15 COMMISSIONER HICKINBOTTOM: Thank you.

16 BY MR RAWAT:

17 Q. As a programme, was it intended to be Territory-wide?

18 A. Not to my knowledge, not according to the contract.
19 The terms of the contract would have laid that out.

20 Q. So, where do you recall the focus of your work was to
21 be?

22 A. The two main islands, and as far as I can recall would
23 have been Tortola and Virgin Gorda.

24 Q. In terms of the performance of the Contract, what the
25 Auditor General records is that the Project operated four

1 centers, two churches in Tortola and two churches on Virgin
2 Gorda. In the first, there was the New Testament Church and the
3 New Life Baptist Church. Were you at that time connected with
4 either of those churches?

5 A. I'm connected with all churches. I'm a clergyman.

6 And again, I'm not here to speak to whatever the
7 Auditor General concluded. Whatever the terms of my contract
8 was, was fulfilled in its due course until the Contract ceased.
9 The Government, the Ministry of Education and Culture would be
10 the appropriate place and personnel in which to speak to the
11 value they received for the funding of the contract. The
12 Ministry of Education, according to the Contract, would have had
13 whatever right to terminate at any point if they were not
14 received.

15 I am not, sir, going to offer any critique of the
16 Auditor General and/or their Report.

17 COMMISSIONER HICKINBOTTOM: Mr Skelton-Cline, this
18 isn't asking for a critique of the Report. The question is
19 whether you had any particular association with either of the
20 two churches Mr Rawat referred to.

21 THE WITNESS: But the questions are not in isolation.
22 The question is in a particular box, and that's why I have to
23 keep addressing it that way. I'm a clergyman. I have
24 relationships with all the churches.

25 COMMISSIONER HICKINBOTTOM: Thank you.

1 BY MR RAWAT:

2 Q. In relation to the work done with the New Testament
3 Church, the Auditor General's Report records that there was a
4 summer session involving six students in 2009, but none in 2010
5 in relation to the New Life Baptist Church, she records that
6 students engaged were 18 in 2009 and 10 in 2010. In relation to
7 the two churches on Virgin Gorda, there was a total of 17
8 students involved in 2009 but only three in 2010.

9 Your recollection, was there a diminished programme in
10 2010 offered by the Project to students?

11 A. I do not agree with the Auditor General's Report
12 again, because the information--no fault of theirs--that's
13 provided to them--clearly, it's incomplete. As to the
14 specificity of your questions as to what I recall, I have no
15 recall of no degrading or degeneration of the Programme.

16 COMMISSIONER HICKINBOTTOM: Thank you.

17 BY MR RAWAT:

18 Q. What the Auditor General did also or the Auditor
19 General's team did was to obtain feedback from the various
20 centers, and the Report records that, in relation to Virgin
21 Gorda, the feedback received from church leaders on Virgin Gorda
22 indicated a lot of enthusiasm initially for the initiative by
23 the churches and parents. This, however, waned after financial
24 and other support needed to make it viable was not received.
25 The citizens in Virgin Gorda complained of insufficient support

1 by the consultant in terms of resources, oversight and guidance.
2 It is recorded that the centers were promised funding of \$5,000
3 each, but that was not forthcoming.

4 They were also told that there would be regular
5 oversight, guidance, and followup by the Consultant, and what
6 was recorded or passed on to the Auditor General and recorded in
7 the Report was that the financial support came late, was a
8 fraction of the amount promised, a standardised curriculum was
9 never received, and the Programme was largely instructed.

10 Does that accord, Mr Skelton-Cline, with your
11 recollection of the way the Programme was run on Virgin Gorda?

12 A. Again, absolutely not, to your question. Absolutely
13 not. The terms and references, the conditions of that contract
14 to the date that it ceased was being fulfilled. It's
15 unfortunate whether by chance or otherwise that the Auditor
16 General's Report review or recognizance is incomplete.

17 Q. A second aspect of the work undertaken by the Auditor
18 General's team in this Report was to consider how sums that had
19 been provided to your consultancy were expended, and they
20 recorded that spending in total in 2009 came to
21 \$242,000--\$240,406.99 with an unapplied balance of \$7,593. In
22 2010, similar sums were expended, but the point that is made by
23 the Auditor General is that, on the information that you
24 provided to support of the expenditure, the Auditor General was
25 unable to verify the validity of the amounts reported.

1 What information were you required, as a consultancy,
2 to provide in support of the expenditures of sums of public
3 money provided to you?

4 A. You will have to ask--whatever the conditions were for
5 the Contract, you will have to read the Contract and see what
6 those were. Whatever may have happened outside the Contract you
7 would have to ask the Ministry for that information as to what
8 was provided.

9 Q. Did you provide supporting documentation for the
10 amount of money you spent?

11 A. Relative to matters that was related to expenditures,
12 I think when they asked for it--and here again, again I'm going
13 down the road here that--whatever I had at the time I provided.

14 Q. When you say--

15 (Overlapping speakers.)

16 Q. --who are you referring to?

17 A. The Ministry--again, let me back up here.

18 Commissioner--

19 COMMISSIONER HICKINBOTTOM: My understanding of your
20 evidence so far on this, Mr Skelton-Cline, is that you provided
21 whatever you had.

22 THE WITNESS: Whatever I had.

23 COMMISSIONER HICKINBOTTOM: Yes.

24 THE WITNESS: But you have to understand context
25 because too many things I have already allowed to be spoken

1 outside of context. The then-Member of the District where I
2 reside accused the then-Minister of Providing me a contract to
3 contest a race against him, and then relationship with the
4 member and the Office of the Auditor General, somehow later on I
5 come to find there's an audit being done on this Project.

6 You see, unbeknownst to me--I'm not part of this
7 situation or affair, and so as a private citizen from early
8 o'clock, I'm caught up in something--and I must say
9 Mr Commissioner, it pains me to even have to say this to you in
10 this forum. Because I do not want--it just lends to a narrative
11 here that I see being played out that does not lead my country
12 in a good place because it's without context.

13 My only point is I'm left, as a private citizen,
14 outside the auspices of government to defend my name on matters
15 that has no basis in fact nor truth relative to a contract I
16 held in a private capacity, and I have authority, people
17 authority, and I have people with instruments of authority using
18 it then to then paint a picture and then tell me, we are saying
19 that you are wrong, you didn't fulfill the contract, you didn't
20 give value for money, so prove us that we're not. That's
21 fundamentally unfair. And you cannot win. I cannot win going
22 down that path. Except to say, Mr Commissioner, except to say,
23 the terms and references of my contract was fulfilled according
24 to those terms and references up to the cessation of that
25 contract.

1 (Overlapping speakers.)

2 THE WITNESS: So, let that be my overall statement to
3 any other question because that's my statement.

4 COMMISSIONER HICKINBOTTOM: But helpfully you said
5 that you sent to the Ministry all of the documents that you had
6 in respect of expenditure. Thank you.

7 Mr Rawat.

8 BY MR RAWAT:

9 Q. If I may test your patience a little bit--

10 A. Yes, you are.

11 Q. --Mr Skelton-Cline. But just going through it because
12 I do want to give you an opportunity to respond.

13 What the Auditor General's Report does is break down
14 the allocation of funds; and so those in 2009, that's the total
15 spend of just over \$242,000, is broken down then because the
16 Auditor General's Report raises a number of concerns. So, for
17 example, on the information that you provided, it is recorded
18 that there were grants of \$27,200, but the Auditor General's
19 Report questioned whether those records are accurate.

20 Some of the examples that are given are that Virgin
21 Gorda were promised 5,000, received 1,000, but then recorded to
22 have been given 2000. Similar position in relation to a church
23 in Anegada. That's the first concern that is raised in that
24 Report.

25 Is it possible that your records that you submitted to

1 the Ministry may have been inaccurate?

2 A. May have been?

3 Q. Inaccurate.

4 A. Of records that I submitted to the Ministry?

5 Q. Yes.

6 A. Absolutely not.

7 Again, Mr Commissioner, for the record, the Auditor
8 General's Report is incomplete on its face, but I cannot speak
9 to that because her information, I suspect, was gathered from
10 that particular governing Ministry.

11 COMMISSIONER HICKINBOTTOM: Thank you.

12 Mr Rawat.

13 BY MR RAWAT:

14 Q. The spend in 2009 includes \$10,000 for a
15 curriculum-support system, and what's recorded is there's no
16 evidence that a curriculum-support system was supplied to any of
17 the participating centers.

18 Do you recall, during your time operating under these
19 contracts, supplying a \$10,000 curriculum-support system for
20 participating centers?

21 A. The question is do I recall, you said?

22 Q. Yes.

23 A. Repeat the question. I got distracted there.

24 COMMISSIONER HICKINBOTTOM: It would help if you focus
25 on the question, not on your phone, Mr Skelton-Cline. If you

1 could perhaps put your phone away, that would help.

2 THE WITNESS: My--I have--it's not my phone. It's my
3 notes, but that's not a distraction to me, Mr Commissioner.

4 COMMISSIONER HICKINBOTTOM: Okay. That's--

5 THE WITNESS: I am well--

6 COMMISSIONER HICKINBOTTOM: That's fine.

7 THE WITNESS: --I am well able to multitask if I
8 needed to, but I missed the latter part of the question. I
9 think it's just only human with respect for that if you want an
10 answer the question that I hear completely what is the full
11 import of that question.

12 COMMISSIONER HICKINBOTTOM: We'll put the question
13 again, Mr Skelton-Cline.

14 BY MR RAWAT:

15 Q. What is recorded as a spend by the consultancy in 2009
16 is \$10,000 on a curriculum-support system. The Auditor
17 General's Report recalls that there was no evidence that a
18 curriculum-support system was supplied to any of the
19 participating centers.

20 Do you recall if your consultancy did, in fact, supply
21 a \$10,000 curriculum-support system?

22 A. There was a curriculum.

23 Q. Did you supply a curriculum-support system costing
24 \$10,000?

25 A. Whatever was submitted at that time, if it was--I

1 don't remember if it was prescribed as they were asking for it,
2 was it coming from the Contract as to what it was, but the
3 answer to the question is "yes".

4 Q. What is also noted is that--and this is all from a
5 Schedule that you--

6 A. A Schedule that what?

7 Q. A expenditure spreadsheet submitted by the Consultant.
8 That's what these figures are taken from, according to the
9 Auditor General's Report, but that Schedule records that Claude
10 Ottley Consulting Limited received payments totaling \$38,000 for
11 set up and operation of the Programme. But under the
12 overlapping consultancy contract, you were paid \$98,000 to
13 establish a Neighborhood Partnership programme; and so, the
14 concern that's raised is that there's no detail; no detail was
15 provided by you as Consultant as to how those additional sums
16 were justified.

17 A. Again, the Auditor General, in their capacity, doing
18 their job with, at best, incomplete information. The terms and
19 reference of the Contract would have been laid out in the
20 Contract. If there were any schedules that were mandated or
21 prescribed would have been appendices to the Contract. I do not
22 have any recollection of no recording of a particular schedule,
23 so I can't speak to that. Whatever it was, it would have been
24 accorded to whatever the Contract prescribed. That's what I
25 would have found.

1 Q. The concern that is raised in the Report,
2 Mr Skelton-Cline, is that you paid--the consultancy paid itself
3 an additional \$38,000, and the Auditor General's team could not
4 find a basis for that.

5 A. Well, that's on the Auditor General.

6 In my initial report and/or in setting out the Terms
7 of Reference, the Ministry would have been given what it would
8 cost to do the Programme that they were engaging me on that I
9 was doing and had modeled on the US mainland. They wanted that
10 Programme retrofitted for here.

11 So, whatever it was, they would have been be given
12 would it would cost, administrative and/or otherwise, to
13 initiate such a start-up in my country.

14 COMMISSIONER HICKINBOTTOM: And that would have been
15 in the Cont--

16 THE WITNESS: And it would have been--it would have
17 been--it would have had to have been. Where else would I have
18 gotten that number from?

19 COMMISSIONER HICKINBOTTOM: That would have been in
20 the Contract.

21 THE WITNESS: It ought to have been.

22 BY MR RAWAT:

23 Q. So, all of these figures would be in the Contract.

24 A. Whatever the total figure was would have been in the
25 Contract.

1 Q. But would you have given in the Contract a breakdown
2 of where the spend would be?

3 A. I--I would have given them a proposal from which they
4 would have extrapolated in the construction, in the forming of
5 their Contract because there's no way I would have--one would
6 ask me to be engaged and I would not give them a fee for the
7 service in which they're willing to engage me, so I am almost
8 certain that I would have provided that to them. And that would
9 have been at the onset. That would have been at--before signing
10 of any contract, else how would you know how you're--what you're
11 getting into. I would not get into something if I don't what it
12 is.

13 Q. What is also recorded and flagged as a concern is that
14 on the information provided there were monthly payments of
15 \$3,500 to a company called MNP Technical Support for a total of
16 \$43,000, but again no information was provided as to the purpose
17 of these payments and how they benefited the Programme, and
18 that's the basis on which the Auditor General's team questioned
19 that payment.

20 Who were MNP Technical Support?

21 A. I have no idea. I have no idea.

22 Q. Can you remember what kind of technical support you
23 required for the Programme?

24 A. In starting any programme, I would envisage it would
25 bring to bear all of the resources that were needed for a

1 start-up programme, which at the upfront is where you would find
2 more of your costs because you are beginning a programme in a
3 new jurisdiction, and so all of the ancillary parts would have
4 been brought to bear to make that happen. Who MNP were, I have
5 no idea who they were at this point, but whatever they were,
6 they would have been ancillary parts in bringing a programme
7 online.

8 Q. The consultancy is also recorded as having spent
9 \$19,000 on field coordination, and the greater amount of that
10 went to the God Folks Media Group with one payment to a
11 facilitator or volunteer for \$1,000. What's observed is that
12 there had been complaints by participating pastors on Virgin
13 Gorda about the lack of coordination, follow-up and
14 follow-through from the Consultant, and that there was only one
15 visit for the duration of this after-school programme.

16 So, what the Auditor General's Report raised was that
17 more detail was required as to what the coordination by Gods
18 Folk Media Group entailed and how this was performed.

19 Who were Gods Folk Media Group?

20 A. I have no idea. And please understand my--because,
21 you know, all this stuff is being recorded. I should probably
22 find a better way to say "I have no idea".

23 You were asking me about particulars about a contract
24 that is some 11-12 years now, and you're making reference to an
25 Auditor General Report that I've already stated on more than one

1 occasion is incomplete because of whatever information she would
2 have received from the then-Ministry.

3 And hence, it's important for me to say again, in the
4 inception of this contract and the Government of the date
5 seeking my engagement, provided them fee for the services that
6 they were requesting. Understand it, and you can verify with
7 them. It would--it went to Cabinet. It was approved in Cabinet
8 based upon those terms and references.

9 I, in turn, set out to fulfill my obligations based
10 upon those terms and references. I am not prepared--and I'm
11 going to put it a simple stop to this part right now,
12 Commissioner, with all due respect--to get into the particulars,
13 of which I have no recollection for that I--that's something I
14 parked in my brain cells to remember, and so it--but what I
15 don't like, the reason why I'm saying it is that Mr Rawat put a
16 question to me on your behalf and making it up to look like,
17 well, Skelton-Cline don't remember or that he doesn't know
18 anything.

19 Q. But--but--

20 (Overlapping speakers.)

21 I don't want that because it also sends the wrong--it
22 communicates a message, Mr Commissioner, that misrepresents my
23 function according to the terms and references of that
24 particular contract.

25 COMMISSIONER HICKINBOTTOM: But you understand why we

1 have to put these question, Mr Skelton-Cline, because the
2 Auditor General has said substantial amounts of money were spent
3 on this Project, and she cannot find out from the documents
4 supplied to her where this money went.

5 THE WITNESS: Then--

6 (Overlapping speakers.)

7 COMMISSIONER HICKINBOTTOM: You've said that the
8 information provided by the Ministry, you say, was incomplete,
9 and I also understand that you haven't read her Report.

10 But it's only fair to you that we put these matters to
11 you because if you were to remember something, that would be
12 important evidence. I understand if you say "I can't remember
13 any of this"; that's fine. That's a perfect, legitimate answer.

14 THE WITNESS: Mr Commissioner, you're tempting me to
15 say your fairness is killing me because I hear you say it's fair
16 to me. It's not. It is not. It is fundamentally unfair.

17 COMMISSIONER HICKINBOTTOM: But fairness,
18 Mr Skelton-Cline, is a matter for me. I have to ensure
19 procedural fairness towards you, and even if you don't
20 appreciate it, these matters should be put to you out of
21 procedural fairness to you. Otherwise, what I have is the
22 Auditor General's Report, which is evidence, and your assertion
23 that's incomplete.

24 THE WITNESS: The Auditor General's Report is simply
25 that. It is the opinion of the Auditor General based upon

1 information she has. I--you know--

2 COMMISSIONER HICKINBOTTOM: It's an audit.

3 THE WITNESS: Well, it's an audit, but I've have known
4 of wrong audits or incomplete audits, especially when you are in
5 a political construct where offices such as that can be used
6 against private citizen.

7 COMMISSIONER HICKINBOTTOM: I've got that point. I
8 understand your point on that.

9 THE WITNESS: But it's important to make it again.

10 COMMISSIONER HICKINBOTTOM: Well--

11 THE WITNESS: That's why I'm saying it is
12 fundamentally unfair to me as a private citizen, in my private
13 capacity.

14 COMMISSIONER HICKINBOTTOM: I understand that.

15 Mr Rawat.

16 THE WITNESS: And so, my question, so to keep it
17 simple because I don't know how many more questions Mr Rawat has
18 on this particular matter, is going to remain that I will refer
19 to my former statement.

20 COMMISSIONER HICKINBOTTOM: And your former statement
21 is twofold, I think: Firstly, that the Auditor General's Report
22 is based on incomplete information; secondly, that in relation
23 to particular expenditure, you cannot now recall who that was
24 spent on or how it was spent.

25 THE WITNESS: And thirdly, that the best entity in

1 which to proffer these questions to would be the then-Minister.

2 COMMISSIONER HICKINBOTTOM: We could do that.

3 THE WITNESS: Okay.

4 Mr Rawat, does that help?

5 MR RAWAT: Yes. If I--I'll try and go through it with
6 Mr Skelton-Cline.

7 BY MR RAWAT:

8 Q. The figures that I've been putting to you arise and
9 they are questions or concerns that are raised by the Auditor
10 General in the Report in relation to expenditure by the Project
11 or by the consultancy during 2009. I appreciate the answer
12 you're going to give me, but I'm going to flag up for the record
13 in case you want to add anything what the additional expenditure
14 queried was in 2009.

15 COMMISSIONER HICKINBOTTOM: And if, Mr Skelton-Cline,
16 your response is that you have nothing to add, that will be fine
17 as a response. Do you understand?

18 THE WITNESS: So my former--

19 COMMISSIONER HICKINBOTTOM: Correct, yes.

20 BY MR RAWAT:

21 Q. Additionally flagged up was travel, airfare, car
22 rentals which came to \$19,062, and what was recorded was it was
23 unclear how the these travel charges during the year were
24 related to this programme.

25 A. Mr Commissioner, I refer to my former statements, and

1 I have not nothing in which to add that would be helpful to you
2 at this time.

3 COMMISSIONER HICKINBOTTOM: Thank you.

4 BY MR RAWAT:

5 Q. Another query was training provided, because training
6 facilities and personnel costs were recorded as \$6,566.28, but
7 the Auditor General could not find sufficient evidence to see
8 how much training was provided. Do you have anything to add to
9 that?

10 A. No, Mr Commissioner.

11 Q. An allocation of \$34,000 was set aside for computer
12 supplies at 17 work sites, but the Auditor General's Report
13 records that there was no evidence that the allocated computers
14 were purchased and supplied to the participating centers.
15 Again, do you rely on your previous answer, Mr Skelton-Cline?

16 A. The Report is incomplete. Yes, I rely on my previous
17 answer.

18 COMMISSIONER HICKINBOTTOM: Thank you.

19 BY MR RAWAT:

20 Q. There is another allegation to faith based com dot org
21 for \$29,800. And again, the Auditor General's Report notes that
22 no details were provided for this allocation, and it was not
23 known how the money was actually applied and how this
24 expenditure contributed to the Programme.

25 Do you again rely on your previous answer?

1 A. Yes, with one thing, though. You see, the stuff that
2 you are there reading from, it's so--it's misguided, and it may
3 not be your fault because that's what they gave you, but what
4 you are reading from and questioning me from sounds more like
5 the Report that they would have gotten on the onset of crafting
6 this Contract as to what things would cost. The Auditor General
7 is saying something completely different there.

8 So, that's why I'm saying I don't understand what the
9 Auditor General is using to come to her conclusions.

10 Q. Well, according to the Report, what she's using is an
11 expenditure spreadsheet submitted by you.

12 A. I don't--I have no idea. I would have submitted an
13 expenditure spreadsheet to the Government? For a contract that
14 I had where that term was not one of my conditions? That
15 doesn't sound right to me at all.

16 Q. Because it's not your practice to submit information
17 about how money is spent?

18 A. I ask the counselor to please rephrase that question.

19 COMMISSIONER HICKINBOTTOM: As I understand your
20 previous answer is that you would not have expected to have put
21 in a schedule of expenditure to the Ministry unless it was
22 required by the contract in this--

23 THE WITNESS: According to the Contract, outside of
24 what they were given on the onset.

25 COMMISSIONER HICKINBOTTOM: Thank you.

1 I'm sorry, Mr Rawat, I just want to make sure. It is
2 important that Mr Skelton-Cline understands the questions.

3 What was given at the onset of the Contract or what
4 you say should have been given at the onset of the Contract was
5 a list of estimated expenditure that you expected to make.

6 THE WITNESS: A budget.

7 COMMISSIONER HICKINBOTTOM: A budget.

8 THE WITNESS: Um-hmm.

9 COMMISSIONER HICKINBOTTOM: What the Auditor General
10 is working from is not that but the amounts that were actually
11 spent. And there may be a difference because estimates
12 sometimes are not quite right. She's looking at these sums
13 which were actually spent.

14 THE WITNESS: Yeah. I have no idea what the Auditor
15 General is looking at to have come to her conclusions, but what
16 I can say, that there would have been a budget that laid out the
17 terms and reference of the Contract and, hence, the Contract
18 sum.

19 COMMISSIONER HICKINBOTTOM: Okay. But--and if you
20 don't know, you don't know, Mr Skelton-Cline--can you recall
21 submitting not an estimate at the beginning of the Contract, but
22 a schedule of sums that you had actually spent?

23 THE WITNESS: I remember--I recall in the flurry of
24 the political drama and "strump" (phonetic) being asked for
25 receipts impromptu, and whatever I would have had--

1 COMMISSIONER HICKINBOTTOM: You sent them.

2 THE WITNESS: --I would have provided.

3 COMMISSIONER HICKINBOTTOM: Okay. Thank you.

4 BY MR RAWAT:

5 Q. If we move to 2010, Mr Skelton-Cline, what you are
6 said to have submitted is an unsupported summary in October 2010
7 with many amounts slated as allocation, and the only supported
8 expenditure for 2010 were payments totaling \$4,462. There was
9 in particular an allocation slated of \$110,000 for a faith--for
10 faith-based organization, and technical capacities for \$25,000
11 for which it's recorded there was insufficient supporting
12 information in the prior year. No description was provided for
13 a community service project allocation running to \$45,000.

14 Do you recall being asked in 2010 to provide a
15 Financial Report?

16 A. I have no such recollection.

17 Q. And is it your recollection that you start with the
18 budget at the beginning of the Project, and that's it?

19 A. There would have been a budget at the very beginning
20 that formed the rationale for the Contract sum.

21 Q. We need to distinguish between the proposal that you
22 can make, which Government could accept or reject or amend, and
23 a budget to go forward. Is there a budget once the Contract is
24 signed?

25 A. Not to my knowledge. I don't recall anything outside

1 the initial submittal when asked what--you know, what would it
2 take to initiate such a programme. I don't have no recall as to
3 any other budget outside of that.

4 Q. So, as part of your proposal, you would have said this
5 is the price to deliver the service you want and this is why it
6 comes to this price because I--we will do X, Y, and Z, and this
7 individual, the individual sums for X, Y, and Z will total to
8 the price that we want on the Contract.

9 A. Yes, I would think so.

10 Q. And does--if Government accepts all of your budget or
11 amends it with the resulting amendment in final price, does that
12 become incorporated in the Contract?

13 A. I don't know. You would have to look at the Contract,
14 because, as I recall and even in recent history you know, even
15 after you give them a budget, they have certain things that they
16 have to analyze and has to be budgeted for. So, even if you
17 have a million dollar contract, it may not go in as a million
18 dollars in the first year because it's over a period of time,
19 but the best people in which to find that information would be
20 with the Ministry.

21 COMMISSIONER HICKINBOTTOM: So, the propose--your
22 proposal at the beginning was for the entire project, no matter
23 how long it took, and I understand you saying the Ministry may
24 need to break it down for their own internal purposes to get the
25 allocated money, but your proposal would have been for the

1 entire project.

2 THE WITNESS: Yes.

3 COMMISSIONER HICKINBOTTOM: Thank you.

4 BY MR RAWAT:

5 Q. What is recorded is that, although the last contract,
6 which ran--was supposed to run from January 2010 to
7 December 2010 was for \$250,000. You were, in fact, only paid
8 125,000, so the total amount of money that you were paid was
9 \$571,800 from November 2008 through to the end of the Contract.
10 The reason is that given in the Auditor General's Report is that
11 payments were not made on that last contract after the Acting
12 Permanent Secretary requested detailed reports from the
13 Consultant that were not received. So, that seems to be that
14 the reason the work, your work, was terminated was a failure on
15 your part to provide detailed reports.

16 A. Absolute nonsense. That's bogus.

17 Q. So, well, can we break down how bogus it was.

18 Firstly, do you recall being asked in 2010 to provide
19 a detailed report?

20 A. I think I answered that before, and the answer was no.
21 I was asked for maybe some receipts when at the onset of this
22 Audit that had come onstream unbeknownst to me.

23 Q. As far as your recollection is that this Audit, which
24 resulted in this Report, came on stream during the currency of
25 the Contract.

1 A. Absolutely, that's when it came onstream. The
2 Contract was in the middle of going forward. That's when it
3 came.

4 Q. And how did you learn that it had come onstream?

5 A. I think they started lying on me in--as they were
6 campaigning in the homes, and my name was being tarnished over
7 something about some contract, was the first time I heard about
8 it.

9 I don't--and I probably shouldn't even be saying that
10 to the Commissioner because, again, I have to scratch my head,
11 but I learned unofficially that there was some audit taking
12 place, and the next thing, I guess, would have been from the
13 Ministry, if they were asking for something.

14 Q. So--

15 (Overlapping speakers.)

16 A. But at that time I didn't have the full import of the
17 nature of it, the source of it, and what exactly was happening;
18 at that time I did not have. I've since learned some of what
19 transpired, but I would not--if I don't know that it--it is not
20 helpful for me to address that.

21 Q. But the Contract appears to have been terminated in
22 2010.

23 A. Well, to your question, though, as to the reason
24 given, my answer is absolutely not. It's bogus.

25 Q. So it wasn't because you--of a failure on your Report

1 to provide reports--

2 (Overlapping speakers.)

3 A. Absolutely not.

4 Q. --requested by the Minister.

5 A. Absolutely not.

6 As a matter of fact, I had an invoice that was left
7 unpaid for services that were--had already been rendered.

8 Q. That leads me to two final matters. You said more
9 than once that the Auditor General's Report is incomplete, and
10 you've also said its basis was faulty. The Auditor General--and
11 you would have got her information from the documents available
12 in the Ministry.

13 A. Mm-hmm.

14 Q. So, in what way, are you saying that the Ministry
15 provided the Auditor General with incomplete information?

16 A. That's a question based for the Ministry.

17 Q. But what is the basis--

18 A. I can't speak for the Ministry on what they did or
19 didn't do.

20 Q. Well, if you can't speak for that they did or didn't
21 do, how can you say it was incomplete?

22 A. Because you're reading for me her conclusions, and
23 they can't be right, except for on the incomplete information
24 that they would have given her or that she may just have used on
25 her own. I have no idea. I can't speak to that. I can't speak

1 to how the Auditor General conducted their work, and I can't
2 speak to how, in any accurate or meaningful way, as to how the
3 then-Ministry carried out their exercise with the two
4 Departments. I don't know.

5 COMMISSIONER HICKINBOTTOM: I'm sorry, Mr Rawat.

6 When you say the then-Minister, do you mean the
7 Minister before the 2011 election? I'm just trying to get some
8 idea--

9 THE WITNESS: Within the Ministry of Education,
10 whoever--

11 COMMISSIONER HICKINBOTTOM: The Ministry of Education.
12 At any particular time or just generally?

13 THE WITNESS: No, as it relates to this contract.

14 BY MR RAWAT:

15 Q. The contract ended in 2010, the Audit, on your
16 evidence, was started whilst the Contract was still live, so it
17 would be the Ministry of Education and Culture as in 2010?

18 A. Yes.

19 Q. Now, just give--try and sort of tease out a little bit
20 what you mean by "incomplete". I've put to you the reference
21 that it was a failure on your part to provide detailed reports
22 that led to the end of the Contract. Is that what you would say
23 is an example of incomplete information?

24 A. Oh, I don't know why. I don't know. Again, I can't
25 speak to the--given of the incomplete information on behalf of

1 the Ministry because I'm not a part of the Ministry. I'm not
2 a--I was not a Member of Government. So I don't know. I can't
3 speak in a meaningful way to that.

4 The reason why I am saying to you that the conclusion
5 given in the Report was failure to fulfill the Contract, in
6 essence--

7 Q. Failure to provide detailed reports as requested by
8 the Ministry.

9 A. Yeah, that is ab--that is nonsense. I would have been
10 governed and guided by whatever my terms and reference was.

11 If it is a suggestion that the Ministry was changing
12 some Terms of Reference in midstream that I did not sign off on,
13 I have no obligation--I would have had no obligation to do so.
14 But I don't recall that being the reason. The reason was purely
15 political. Purely, politics.

16 And the reason why, again, Commissioner, I offer the
17 kind of resistance that I do is because my name, Claude
18 Skelton-Cline, that oftentimes can become a lightning rod
19 because of the strong views or positions I hold, coupled with
20 the fact that I've had contracts with both Governments over the
21 last 12 years, there's been a change in Government, it's been a
22 hazard for me, and a hazard to my family. And so, I have to
23 resist any further erosion, and to the extent that I can set the
24 record straight because while my character has remained intact,
25 when this stuff gets caught up politically, some of everything

1 is said and done and then it leads to powers that be at the time
2 using their authority and using their office to do things that
3 they have no business doing.

4 And I even hate to say that, Commissioner--

5 COMMISSIONER HICKINBOTTOM: But--

6 THE WITNESS: --because it feeds into some of what
7 your Report must reflect, but even that has a context.

8 COMMISSIONER HICKINBOTTOM: I understand that, but you
9 must see it's important for me--it's important for me for you to
10 have responded to the VINPP Auditor General's Report because
11 you--I mean, you've said a number of things; I've got them all
12 on board, Mr Skelton-Cline. But in respect to her overall
13 conclusion, you say that the conclusions were based on
14 incomplete information, and the information was incomplete
15 because of political reasons. It's important that I understand
16 your evidence in relation to these things.

17 Mr Rawat, anything else on this?

18 MR RAWAT: No, and could I ask for a short adjournment
19 for the Stenographer.

20 COMMISSIONER HICKINBOTTOM: Yes.

21 MR RAWAT: We have been going since--

22 COMMISSIONER HICKINBOTTOM: Mr Skelton-Cline, I'm not
23 sure whether this happened last time, we have a Stenographer
24 working, and he has to have a break about every hour for five
25 minutes or so we'll take that break now.

1 Do we move on, then, to--

2 MR RAWAT: We move on to the--

3 COMMISSIONER HICKINBOTTOM: Ports Authority.

4 Thank you very much.

5 Thank you, Mr Skelton-Cline.

6 THE WITNESS: Okay.

7 (Recess.)

8 COMMISSIONER HICKINBOTTOM: Good, thank you, Mr Rawat.

9 I think we're ready to resume.

10 MR RAWAT: Thank you, Commissioner.

11 BY MR RAWAT:

12 Q. Mr Skelton-Cline, I would now like to move to ask you
13 some questions about the cruise ship--being described as the
14 Cruise Ship Port Development Project in this Inquiry has been
15 referred to as the Port Development Project, and that was the
16 subject of a report from the Auditor General in January 2013,
17 but also a report from the House of Assembly's Public Accounts
18 Committee in June 2014.

19 The Commissioner has received evidence on that Project
20 not only from The Honourable Mark Vanterpool but also various
21 Members of the Ministry of Finance or various public officers in
22 the Ministry of Finance at the relevant time and also questions
23 have been put to Dr Orlando Smith.

24 We also are in receipt of material from the Public
25 Accounts Committee.

1 Now, in relation to that project, again you were sent
2 a Warning Letter setting out potential criticisms, again, you
3 declined to submit a written response, and again I would like to
4 go through some of the issues that have been raised on the
5 evidence with you.

6 Now, as the evidence indicates you were recruited--and
7 this is the evidence of The Honourable Mark Vanterpool--to be a
8 consultant to him at the Ministry of Communications and Works in
9 2011; is that right?

10 A. The question is was I recruited?

11 Q. Yes.

12 Did Honourable Mark Vanterpool recruit you to be a
13 consultant to him at the Ministry of Communication and Works in
14 2011?

15 A. Yes.

16 Question, Commissioner, again, so we're discussing now
17 again my role with the Cruise Pier Development while I was an
18 independent contractor? Is that what we're doing?

19 COMMISSIONER HICKINBOTTOM: Well, at the moment, yes.

20 THE WITNESS: So again, I have to state for the record
21 that, in my private capacity, in my personal business, in this
22 sitting, where you're carrying out a Commission of Inquiry on
23 governance specifically relative to systems and processes, I, in
24 my capacity, personally as a consultant, is being before you to
25 answer questions to the same as we did a few minutes ago on

1 another contract.

2 COMMISSIONER HICKINBOTTOM: Understood. Thank you
3 very much.

4 THE WITNESS: No, I'm not finished, Commissioner. And
5 I want to say again, I think it's wrong. I think it continues
6 to target Claude Skelton-Cline, particularly seeing that I'm the
7 only private citizen to speak on anything contractual given the
8 fact that they're thousands of contracts that has been issued
9 covering just the same time period in which you are making
10 queries.

11 And I remain, as I was when we started, deeply
12 concerned that an instrument of the United Kingdom's Government
13 is being used in this effort to reach to its conclusion but
14 where I, in my private capacity, feel very much targeted. I'm
15 deeply concerned about that. I'm a decent enough student of
16 history for knowing how this can work, and it gives me grave
17 concern. Can you reassure me, sir, that your Commission of
18 Inquiry is not targeting Claude Skelton-Cline?

19 COMMISSIONER HICKINBOTTOM: Yes.

20 And also--

21 THE WITNESS: Yes, you're not? You said yes--

22 COMMISSIONER HICKINBOTTOM: You asked for an
23 assurance, and I have given it, but also what you've said is
24 based upon, again, a number of completely false propositions.

25 The Commission of Inquiry, as you well know,

1 Mr Skelton-Cline, has been called by the BVI Government, by the
2 Governor, and I am working to my Terms of Reference. What you
3 have said in relation to this Project, at least your time as a
4 consultant on this Project, is, as I well understand, a
5 repetition of your concerns in relation to the last matter
6 discussed, the VINPP. Your evidence in relation to that, in
7 putting the evidence of others into proper context was helpful
8 to me. I have no doubt that your evidence in relation to the
9 Port Authority during your time as a consultant will be equally
10 helpful.

11 THE WITNESS: I do want to make one correction as I
12 understand it, Commissioner, and that is you said that this
13 Commission of Inquiry has been called by the BVI Government.

14 COMMISSIONER HICKINBOTTOM: Yes.

15 THE WITNESS: I don't understand what you mean by
16 that. The BVI Government?

17 COMMISSIONER HICKINBOTTOM: Yes.

18 The Governor is an inherent part of the BVI
19 Government.

20 THE WITNESS: Oh, so you're referring to the
21 Governor's--

22 COMMISSIONER HICKINBOTTOM: Yes.

23 THE WITNESS: --position.

24 Just so I'm clear, because I do make a distinction
25 between the elected government and the Governor who works on

1 behalf of Her Majesty. I make a distinction.

2 COMMISSIONER HICKINBOTTOM: It's because there is a
3 distinction but he is part of the BVI Government.

4 Mr Rawat.

5 BY MR RAWAT:

6 Q. The evidence is that you were contracted for one year
7 beginning in December 2011 for \$96,000. Under your contract,
8 did you answer directly to the Minister?

9 A. Again, according to the Contract terms and reference,
10 whoever is specified in there and as far as I'm always aware,
11 whoever the Permanent Secretary is, is my first point of
12 contact, as I recall, to my contracts.

13 Q. Well, what is your connection to a Minister, then?

14 A. My connection to the Minister?

15 Q. If you have to answer under the Contract--

16 A. Uh-huh.

17 Q. --to the Permanent Secretary, does the Contract
18 dictate whether you also have to answer to the Minister?

19 A. You would have to read that contract to see. I'm not
20 sure what it says.

21 Q. The Public Accounts Committee recorded in their 2014
22 Report that they had not had any evidence that you had any
23 experiences "a port Consultant". Is it right that, prior to
24 taking on that consultancy role with Honourable Vanterpool, you
25 had never worked in or with the cruise ship industry?

1 A. That is correct. That is not--that is not the skill
2 that was engaged by the Ministry for me.

3 Q. Can I come back to that in a moment, please.

4 A. And let me finish my question. So, you said the
5 Public Accounts Committee, you said?

6 Q. Yes.

7 A. So, they are wrong about the statement they made in
8 there.

9 Q. Well, the statement they made was that they had not
10 received any evidence that you had experience as a port
11 consultant. Is that wrong?

12 A. Yeah, that statement is wrong. I don't know what they
13 received.

14 Q. Well, what they're saying is what they didn't receive.
15 They said you appeared in front of them?

16 A. Uh-huh.

17 Q. They said in their Report that they had not received
18 any evidence that you had any experience as a port consultant?

19 A. They're wrong.

20 Q. You did have experience as a port consultant?

21 A. When I--when I went before the Public Accounts
22 Committee which I think is another political body that easily
23 runs amok depends on what Government is in power. I was the
24 Managing Director of the BVI Ports Authority. That's when I
25 went before them, so whatever experience that was gotten or

1 garnered over the course of that time that was, in my official
2 post, working with the cruise industry, so for them to say that
3 when I came before them I didn't have experience, they would be
4 wrong.

5 Q. What--that's not, to be fair to the Public Accounts
6 Committee, what they said, Mr Skelton-Cline.

7 A. What?

8 Q. They did not say--to be fair to them, their report
9 does not--I can show you the report if you want to see it.

10 A. No, I don't need to look at it.

11 Q. Well, what it says is that the Committee was not
12 provided with evidence of Mr Skelton-Cline's experience as a
13 port consultant. This is a reference to the time when you were
14 engaged to work with Honourable Vanterpool?

15 A. So provided by--for who did they request it from?

16 Q. Well, did they request it from you?

17 A. I have no--I have no such recollection.

18 Q. But prior to taking on that consultancy, had you had
19 experience of working in or with the port sector?

20 A. My--my experience is in leadership, and that was the
21 reason for me being engaged. My leadership skills to mobilise,
22 marshal people, manage things to make it happen. That's where
23 my skill set is, and that's why I was engaged.

24 Q. So you were not--you just said that we can be
25 absolutely clear, you had not at the time you were engaged any

1 experience of working in or with the maritime sector?

2 A. With the cruise industry-specific.

3 Q. No experience with the cruise industry?

4 A. No. Prior to my initial contract, I think that's what
5 you're referring to.

6 Q. Yes.

7 A. Yeah.

8 I took cruises. I was not engaged otherwise.

9 Q. Therefore, you had never negotiated with multinational
10 cruise line operators?

11 A. No, but I have been--I have negotiated before in my
12 leadership role with the State of Michigan, with other entities
13 and municipalities.

14 Q. I think on the last occasion when you gave evidence
15 you said that you had been I think the Director of faith-based
16 organisations to the then-Mayor of Detroit; is that right?

17 A. Beyond that scope, I was the Senior Pastor of a church
18 and the head of a Committee Development Corporation.

19 Q. Perhaps given what you have said about the Public
20 Accounts Committee, one of the Members--and this was the Member
21 for the First District--recorded, was that and of--as I quote,
22 "as a former Minister who was given the very same consultant as
23 a youth expert, he was flabbergasted to hear that right after
24 the November 2011 general elections transformed him into a ports
25 expert". Now, that was what one Member of the Public Accounts

1 Committee said. It was recorded as saying--and that was the
2 Member for First District--what the Public Accounts Committee
3 also recorded in its Report was that you had been an
4 unsuccessful candidate for the ruling party in the 2011
5 elections. And that was the NDP.

6 Now, that could be read as an implication that there
7 was some impropriety concerning your appointment as a
8 consultant, and this was a point that I put to Mark Vanterpool.

9 So, did political connections play any role in your
10 appointment as a consultant to Honourable Vanterpool?

11 A. That's your question?

12 Q. Yes.

13 A. First, let me say I can't speak to the flabbergasted
14 spirit of any politician but you took time to mention that. I'm
15 not sure why.

16 Secondly, I think this question was proffered to me
17 before as to why I was engaged and/or why I ended up at Managing
18 Director. My leadership qualities, my ability, my competencies
19 is what any person or entity who is engaging me will seek out.
20 Political affiliation or not is irrelevant--let me not even say
21 irrelevant, is independent of my abilities, my competencies to
22 execute whatever works or whatever services are being requested
23 for me to offer, so I need to make that emphatically clear.

24 COMMISSIONER HICKINBOTTOM: Mr Skelton-Cline, this is
25 important evidence.

1 THE WITNESS: Um-hmm.

2 COMMISSIONER HICKINBOTTOM: If you mentioned, I
3 didn't--I wasn't quick enough to take a note, but I want to take
4 a note, I know we've got a Transcript. But you said that your
5 experience was you were a senior pastor, I think for quite a
6 long time in Detroit.

7 THE WITNESS: That is correct.

8 COMMISSIONER HICKINBOTTOM: I think last time I'm just
9 remembering I think it was a long time anyway in Detroit.

10 THE WITNESS: Yes.

11 COMMISSIONER HICKINBOTTOM: You also mentioned a
12 community organisation. What was the name of that?

13 THE WITNESS: It was part of my church, New Community
14 Baptist Church.

15 COMMISSIONER HICKINBOTTOM: We've obviously heard
16 about the VINPP, and that was effectively a role which required
17 you to execute and perform works.

18 THE WITNESS: Who you say?

19 COMMISSIONER HICKINBOTTOM: The NPP.

20 THE WITNESS: What is that?

21 COMMISSIONER HICKINBOTTOM: The Neighborhood
22 Partnership.

23 THE WITNESS: Oh, Uh-huh.

24 COMMISSIONER HICKINBOTTOM: Which we dealt with
25 earlier this morning. What other experience did you have that

1 would be helpful to mention?

2 THE WITNESS: As it relates to?

3 COMMISSIONER HICKINBOTTOM: As it relates to your--you
4 said that you would be sought out because of your leadership
5 qualities and your qualities in relation to execution of works
6 and services in terms of experience. I've got those. Anything
7 else that you would helpfully add to those?

8 THE WITNESS: No. I think that the overarching, the
9 umbrella characterisation in terms of what I bring to the table
10 is leadership.

11 COMMISSIONER HICKINBOTTOM: I understand. Now I
12 understand. I just wanted to make sure I got your experience.

13 THE WITNESS: Yes.

14 COMMISSIONER HICKINBOTTOM: Thank you, Mr Rawat.

15 BY MR RAWAT:

16 Q. Thank you.

17 Now, during the time that you were Consultant to
18 Honourable Vanterpool, the Port Development Project expanded in
19 size and scope, and as part of that it was taken in a new
20 direction, and there were the Ministry of Communication and
21 Works received three proposals from CaribInvest, Trident
22 Development Enterprise LLC, and Tortola Port Partners. Were you
23 involved in obtaining those bids?

24 A. Involved in obtaining the bids? I'm not sure--what do
25 you mean by that?

1 Q. Were you involved in approaching these companies and
2 encouraging them to put proposals forward?

3 A. No.

4 Let me be clear. I heard this before, and again I
5 tried to listen, I don't always get a chance to. You are
6 conflating--you're merging three things into one, and it's
7 coming out as though you're speaking about the same thing,
8 mainly the Cruise Pier Development, which we now know as Tortola
9 Pier Park. And the best way for me to point for the sake of
10 clarity, you had about three iterations of this development.
11 The first could be said was an unsolicited bid. The second was
12 by invitation. The third was an open bid. There are three
13 different categories.

14 The Report of the--what did you call it?--the Public
15 Accounts Committee and the Auditor General's Report, again the
16 Auditor General office, God bless their hearts, doing an audit
17 on the first iteration of a project that never came to fruition,
18 was not even close to coming to fruition, and yet conclusions
19 have been brought and are used--are being used by you,
20 Mr Commissioner, as evidence. And I don't understand how you do
21 an audit on incomplete information.

22 COMMISSIONER HICKINBOTTOM: But I think,
23 Mr Skelton-Cline, if you're patient, there will be some
24 questions about this, but rest assured we have not--I have not,
25 Mr Rawat has not confused those three stages of this

1 development. We simply haven't. We've heard evidence about it.
2 There is no confusion in our minds about it.

3 As I say, I think you will be asked some questions
4 about this, but Mr Rawat.

5 BY MR RAWAT:

6 Q. The reason, Mr Skelton-Cline, for asking the questions
7 is because there's some inconsistencies in the evidence as to
8 how on this stage which is the second of the three stages that
9 you've outlined, those three proposals were received by the
10 Ministry.

11 Now, I think you've said there were invitations but
12 can you expand further on how they did reach the Ministry?

13 A. I cannot. The best people to talk about that would be
14 the Ministry. I don't--I don't recall outside of what we
15 determined as my invitation how they came, what you said, TPP--

16 Q. CaribInvest, Trident Development.

17 A. They would have responded to whatever might have been
18 issued.

19 Q. The inconsistency is that in 2014 you referred when
20 you gave evidence and appeared before the Public Accounts
21 Committee you spoke about a bid process?

22 A. Um-hmm.

23 Q. But the then-Acting Permanent Secretary said that the
24 Ministry had not been involved in obtaining those bids, so that
25 makes it a little harder to get it from the Ministry.

1 Now, what do you recall about or who made the
2 invitation and how was it made?

3 A. It would have had to have been the Ministry.

4 See, again, as a consultant that sits outside of
5 government processes, I would not have been preview, and
6 certainly not in recall now, as to how they went about issuing,
7 but there must have been some issuance or else how could the
8 people respond?

9 Q. Do you recall having meetings with those three
10 entities before they put in their proposals?

11 A. No. The only person I would have had a meeting with
12 would have been the TPP. Did you mention that group? Because
13 they were ones who would have come by what I would have
14 categorised as an unsolicited bid.

15 COMMISSIONER HICKINBOTTOM: Were they the first stage
16 then? You mentioned the three stages.

17 THE WITNESS: Right. They would have been the ones,
18 if I recall correctly, who approached the then-Government.

19 COMMISSIONER HICKINBOTTOM: That was the first stage,
20 and then there was this second stage that you're talking about
21 now, and then there was a third stage.

22 THE WITNESS: Right.

23 COMMISSIONER HICKINBOTTOM: Yes. Thank you.

24 BY MR RAWAT:

25 Q. And so we're all sort of shooting off in different

1 directions, my understanding of it is the first stage was what
2 I've called the Disney proposal, so that was in relation to the
3 Government before Honourable Mark Vanterpool's Government when
4 that Government came in in 2011, there was then the stage which
5 I was just asking you about.

6 Subsequent to that, the third stage was the open
7 tender process operated by the Ministry of Finance.

8 A. Yes. So, for my purposes, which differs from yours,
9 and we should be clear, that Disney stage I'm not even
10 considering. I was not nowhere close to Government--

11 Q. I'm not asking you a question about that,
12 Mr Skelton-Cline.

13 A. But just for the record, since you said that, that's
14 your accounting that as the first stage, so that we're clear
15 that we're not beginning in the same place.

16 Q. My first stage is different from yours. Please
17 explain your first stage to the Commissioner.

18 A. Yes. The first stage would have been when that then
19 Government came to power, whatever year that was, and what we
20 now know as TPP would have had--would have approached the
21 Government.

22 COMMISSIONER HICKINBOTTOM: Okay. So, leaving Disney
23 aside all together--

24 THE WITNESS: Yes.

25 COMMISSIONER HICKINBOTTOM: --we're not interested in

1 that.

2 The first stage, to your recollection, was that TPP
3 made an unsolicited approach?

4 THE WITNESS: Correct.

5 COMMISSIONER HICKINBOTTOM: Thank you.

6 BY MR RAWAT:

7 Q. And that first stage is before you--before Mark
8 Vanterpool came into the Ministry and before you became a
9 consultant?

10 A. What's the question?

11 Q. The first stage.

12 A. Yes.

13 Q. The unsolicited approach by TPP occurred before
14 Honourable Vanterpool took office as Minister and before you
15 began your work as a consultant?

16 A. No.

17 Q. So, that was during that time?

18 A. What the Commissioner just said is correct.

19 Q. Right.

20 A. Which I--

21 Q. So at some point up to 2011, there was an unsolicited
22 approach from TPP?

23 A. Yes, what I'm categorising as an unsolicited approach
24 by this group that became known--I don't even think that name
25 was that at that point, at that time.

1 Q. And then separate from that, in relation to the other
2 two entities, the best thing you can do is say that your
3 recollection is that there was an invitation process?

4 A. Yes, what I would categorise as an invitation process.
5 And for the sake, again, of speaking about it in ways
6 that we can clearly demark what transpired. So I'm using those
7 terms.

8 Q. Were you involved in evaluating those three proposals?

9 A. I think I was.

10 Q. And what experience did you have in evaluating those
11 kind of proposals?

12 A. The experience--again, my experience is in leadership,
13 but it would have been based upon what the then-Government was
14 prescribing for--as their policy, as they envisaged in the
15 development of cruise tourism, so my evaluation would simply
16 have been based on that. And with him, I don't know what month
17 that took place, but by then there would have been quite a bit
18 of intensive conversations, maybe even one or two travel
19 specific to the cruise tourism industry where I would have gone
20 whatever knowledge needed to have been gotten to that stage to
21 look at the three invitations that came in.

22 Q. Did you work directly to Honourable Vanterpool in
23 relation to identifying what Government's policy was when you
24 were evaluating the bids and assessing them in order to make a
25 recommendation? Were you guided by Honourable Mark Vanterpool?

1 A. The PS was--I was responding to something to that in
2 writing, she would have gotten it first, I think it was-I don't
3 remember who--whoever the PS was at the time, and then lead up
4 to the Minister, so it would have been interchangeable just in
5 the ebb and flow of things.

6 Q. Now, the TPP proposal was the one that was successful
7 and was recommended and accepted. Now, that was for initially
8 57 million but subsequently increased to just over 70 million.

9 Now, one of the issues that was raised by both the
10 Auditor General in her Report and the Public Accounts Committee
11 in theirs was that, from the start, there was no transparency in
12 the process, and they point to a lack of clarity of how these
13 bids had been received.

14 Did you, or did you advise the Minister at all in
15 relation to the Public Finance Management Regulations which were
16 due to come into force on the 23rd of April 2012?

17 A. Did you--what did you just ask me? Did I advise the
18 Minister about the financial what?

19 Q. Regulations, the Public Finance Management
20 Regulations?

21 A. Why would I or how could I have advised the Minister
22 of such?

23 Q. Because they're relevant to how a bid process should
24 be progressed.

25 A. Mr Commissioner, again--see, this is why it's not good

1 to ask me these questions.

2 As a consultant in my private capacity, I would not
3 have any preview to what Government function processes or
4 systems are, so I would have had no cause in which to advise the
5 Minister of whatever Financial--if I'm understanding your
6 message correctly, that's coming on stream--am I missing
7 something here?

8 COMMISSIONER HICKINBOTTOM: So, I think the answer to
9 the question is "no", you didn't have the Procurement
10 Regulations in your mind. I mean, you've explained why because,
11 as I understand it, it was outside the scope of your
12 consultancy.

13 THE WITNESS: Yeah. That's not for me. That's for
14 the Accounting Officer, Prime Minister Secretary, and the
15 Minister for the subject.

16 BY MR RAWAT:

17 Q. So, advising, for example, in relation to the benefits
18 of an open and competitive procurement process is not something
19 for a consultant?

20 A. It was not something from my consultancy.

21 Q. Can you remember under your contract what you were
22 described as?

23 A. No, I don't remember the description. What does it
24 say? Refresh my memory.

25 Q. Well, the best that people can describe you is as Port

1 Consultant or Consultant.

2 A. No, no. I was a Consultant in broad stroke. It may
3 have narrowed down with some specificity to the ports
4 development because as I recall that became a major focus of the
5 Government's development, capital development, at that time, so
6 my efforts and energy, by and large, would have been expended in
7 that area.

8 Q. So your recollection is you would have been described
9 as advisor on--advisor or Consultant and then within the
10 Contract there may have been specific projects that you would
11 have expected to consult on?

12 A. I was Consultant, and one of the caveats in all of
13 those consultancies as I can recall is that--and whatever else
14 the Minister may direct.

15 Q. One of the concerns raised by both the Auditor General
16 and the Public Accounts Committee was that the plan that
17 Honourable Vanterpool took forward in terms of developing the
18 port--and this was between late 2011 into June 2012 when the
19 Ministry of Finance took the process over--was that as a plan,
20 it didn't involve any preparatory steps such as needs
21 assessment, cost benefit analysis, scope development, or
22 estimates of costs. Are those all matters that fall outside the
23 work of you as a consultant?

24 A. Completely outside of my scope as a consultant.

25 Q. Another criticism that or concern that is raised by

1 these two reports, and certainly by the Auditor General was that
2 it was only after the TPP proposal was accepted that there was
3 any public consultation, and it was that consultation that then
4 led to an increase in the valuation of the Project, but the
5 point that's made is that that reduced the ability of those
6 involved to better define the Project.

7 Would public consultation have been within the remit
8 of you as a consultant?

9 A. No, it would not have been.

10 Q. Another point that is made is that the Town and County
11 Department was not involved in the process at all. Is that
12 something that again falls outside the remit of the Consultant?

13 A. Outside my remit.

14 Q. At the time, amongst those who gave or who appeared
15 before the Public Accounts Committee was the then-Acting
16 Permanent Secretary to the Ministry of Communications and Works,
17 and the evidence that that Public Officer gave was that she had
18 raised concerns over the manner in which the project was being
19 progressed and in particular the procurement processes were not
20 being followed. Was that something that you were made aware of?

21 A. No. That's outside my scope.

22 Q. Well, there is a difference, Mr Skelton-Cline, between
23 made aware of it and it being outside the scope of what you were
24 expected to do. Were you aware that within the Ministry
25 concerns were being raised as to how the Project was being

1 progressed?

2 A. No.

3 Q. The evidence, though, was that you were, as Consultant
4 very involved in taking the Project forward; is that your
5 recollection?

6 A. I--I--relative to the Cruise Pier Development, I moved
7 at the direction of the Minister and/or the Permanent Secretary
8 who occasionally will give some direction.

9 Q. So, did that involve, for example, attending meetings
10 of the Port Authority to update them on behalf of the Minister?

11 A. There may have been an occasion where I would have
12 been invited to bring some schematic or something relative, but
13 it would have been on the surface. I don't recall--it could not
14 have been more than a couple of occasions that I--and normally,
15 that would have been in company with the PS and/or the Minister
16 himself. I don't know of my going on my own or by myself to
17 report to the Board in any official capacity. I doubt very much
18 that I would have done that, given my role and my consultancy.

19 Q. You said you may have been invited. Who would have
20 invited you?

21 A. It would have been the Chair or--yeah.

22 Q. You also said that whatever you would have done with
23 the Board would have been on the surface. Can you just clarify
24 what you mean by "on the surface"?

25 A. I guess what I'm saying is, as a consultant, again,

1 you are forcing me to go back to my original point. As a
2 consultant, the apparatus of the Government and the governance
3 in the system and how they function, I would not have been known
4 or cared to get involved with, so whatever direction I would
5 have received, it would have been from those two posts, the post
6 of the Minister or that of the PS to speak to whatever the
7 subject may have been in this case at the Board level.

8 Q. So, you were not--as Consultant, you cannot act
9 independently?

10 A. Of course.

11 Q. To take a Project forward?

12 A. Of course you wouldn't. That is not--that is not--I
13 have, as a consultant--and I don't know why this would be lost
14 on anyone--as a consultant--I have to critique and criticize you
15 on this because you again invoke my name. I don't know if you
16 were reading from the Auditor General's Report.

17 And by the way, the Auditor General's Report and the
18 Public Accounts Committee's Report, are wrong on so many--and in
19 so many ways with some the things that have been said because
20 it's a conflating, a confusion of this whole process and what
21 took place.

22 And then coupled with that, they both sat together in
23 that Public Accounts Committee which is a political body
24 with--it can't help--it's a trap system--it can't help but to
25 pivot in particular directions politically, and then to put on

1 the record to say certain things that clearly and purely has a
2 political bit.

3 And so here I am as a consultant now having to respond
4 to some of this nonsense, and I have to characterise it that way
5 because it's nonsense. Much of it is not even steeped in the
6 facts, much less the truth of what it is that transpired with
7 that development.

8 So, you would know, the Commissioner, you would know,
9 that as a consultant, I had no authority to make decisions, to
10 go to caucus, deliberate decisions, to go to Cabinet, make a--I
11 have no such authority. And to invoke my name again with the
12 then-Minister where Claude Skelton-Cline and the Minister on
13 their own went and do (a), (b) and (c), how is the H-E double
14 hockey sticks did I get so much power?

15 So, you're ascribing something to me that you should
16 know, full well as a consultant, with the current Westminster
17 system of government that exists in this country, I have no such
18 authority, and it is wrong, and it is misguided to include my
19 name with all of that, knowing full well--no such authority even
20 in a suggested form lies with me.

21 COMMISSIONER HICKINBOTTOM: Could I just ask you two
22 questions arising of that, please, Mr Skelton-Cline. I will ask
23 you the questions as completely separate questions, but I will
24 ask you both the questions and then you can deal with them
25 separately.

1 The first is you've talked about the PAC, and that
2 that was a political body as you've referred to, and you've
3 explained that, but again, it would help me if you were to
4 explain the defect as you see them in the Auditor General's
5 Report. You've explained in the VINPP that it was incomplete
6 based on incomplete information, for one reason or another, but
7 any views you have on that would be helpful.

8 And secondly, looking at what you did do as opposed to
9 what you didn't do as a consultant. You've explained what you
10 didn't do because you were a consultant. You didn't have
11 decision-making power. You didn't have any power to direct this
12 because the direction came from the Ministry and/or the PS. You
13 would only have gone to the Port Authority Board to give a
14 surface report and then only with the Minister and/or the PS.
15 You were not involved--you didn't consider the procurement
16 regime that was then in place or was coming up, and all the Town
17 and Country planning which was outside your remit.

18 So, all of these things were outside your remit. I
19 understand that. And I also understand that you say that your
20 skill, the thing that people seek you out for is your
21 leadership. But what was your positive role in this given that
22 all of those things were not within your remit? What did you
23 bring to the party in relation to the development?

24 So, two points, deal with them in whatever order you
25 want, that point, and also the point about the Auditor General's

1 Report.

2 THE WITNESS: Yeah. Under the Auditor General's
3 Report, who also sits with the Public Accounts Committee, you're
4 doing an audit on information that you also claimed that you
5 didn't have access to, the then-Ministry of Finance did not
6 provide information that this Audit was conducted on, so I don't
7 know how you do an audit on either no information or incomplete
8 information.

9 COMMISSIONER HICKINBOTTOM: I'm sorry, that's what
10 auditors have to do sometimes. They have to work on the
11 information that they've got.

12 THE WITNESS: Yeah. Well, fine. I can accept that,
13 but then to come, in my case and to proffer it to me as the
14 gospel and then that's what you do, you take from--I'm saying
15 the very thing is defunct, the very thing is defective. I don't
16 know how to respond to something that is foundationally
17 defective because whatever you put on top of it is fraught with
18 defects.

19 COMMISSIONER HICKINBOTTOM: Because it was based on
20 incomplete information?

21 THE WITNESS: Absolutely.

22 COMMISSIONER HICKINBOTTOM: Okay.

23 THE WITNESS: And in some cases from what I'm hearing
24 by no information.

25 So--and then that office also sits on the Public

1 Accounts Committee. And so as a structure, the way that thing
2 is structured, Commissioner, where I suspect the intent is there
3 to be some checks and balances and they can look at how public
4 funds, but it becomes--it's a political handbook, and it's okay
5 if just the politicians are caught up in it, but when you get
6 private citizens, when private citizens have to come in and
7 answer question in this very flawed system, is unfair and unjust
8 to the private citizen because he or she is getting caught up in
9 something that they have no skin in the game except to see the
10 building, the development of their country.

11 To your second question, as to what do I bring--

12 COMMISSIONER HICKINBOTTOM: What did you bring, yes.

13 THE WITNESS: Right. What I bring--if you look
14 outside these windows and you see what is will be wrongly
15 Tortola Pier Park. That's what my leadership brings. That's
16 the end result of my mobilising and marshaling people, seconding
17 some to bring to bear the development that's out there, that--as
18 you look at it, sir, you will conclude it is esthetically
19 pleasing. (2), you will conclude, and it's been proven, of the
20 structural soundness. It has withstood two Category 5
21 hurricane, it has withstood a 2017 August flood with no
22 flooding. That's what I bring. I get things done. That's why
23 my consultancy, my agency is sought out.

24 If I am convicted personally about a matter as I feel
25 very strongly about my country, I describe myself as a

1 nationalist, if I'm already in that mode and my service is
2 needed and I think it lends to the development of my country,
3 then my services will be offered as a fee for that service.
4 What I bring is leadership. What I bring is the ability to lead
5 people who are good at managing stuff to get the fruition that
6 you see out there today with the expansion and new offerings of
7 our cruise tourism product. That's what I bring.

8 And by the way, I should add, this is why I know
9 Mr Rawat, you know, he has only gone to the criticisms, be it of
10 the previous thing we spoke about this morning, but there was
11 several commendations that were had by various persons and/or
12 churches in that thing, but it's not reflected there. All you
13 hear is what went wrong.

14 COMMISSIONER HICKINBOTTOM: Mr Skelton-Cline, it's
15 true. What we hear is the evidence. Where there is evidence,
16 we will listen, and we will read.

17 THE WITNESS: But I'm saying from what I have heard in
18 here and this morning, the only portion of the evidence was that
19 which was negative, had some negative connotation, and I'm
20 saying that's not the full import of any of this--of any of this
21 Report.

22 Mr Commissioner, I would offer to you, you have a
23 situation here where the very system that you're trying to
24 address, be it administrative, be it procedural, be it whatever
25 it is, other persons have come here and accept it, the very

1 Westminster system in which we function is deeply flawed, and it
2 doesn't matter, sir, who you plug into that system or what you
3 plug into the system is going to blow the system. It's going to
4 blow whoever you plug into it. It's like you have an electrical
5 problem in your house and you keep buying new appliances, new
6 refrigerator, new microwave, a month later it blows the socket.
7 Unless you go behind the wall, unless you deal with the
8 structure of that system, this Westminster system in which we
9 are forced to function no longer works in our modern society,
10 and especially, Mr Commissioner, it no longer works for our
11 population about 30,000 people. It may work in the UK, but it
12 does not work here.

13 Now, I know one of the things that Mr Rawat is going
14 to go through about the conflict of interest that they surmise
15 in there. You cannot put four people of Virgin Islander
16 dissent, whether white or black, whether by time or by belonger
17 status, you can't put them in the same room and there not be a
18 conflict.

19 COMMISSIONER HICKINBOTTOM: Mr Skelton-Cline, we are
20 not dealing with conflicts at the moment. If that's true, that
21 may well be true, I've heard a lot of evidence about how few
22 founders there are within the category you've described, I
23 understand that, but that makes conflicts of interest even more
24 important to address properly, but that's for another day. What
25 we're focusing on today are these three matters.

1 But in respect of what you have said about the system,
2 that is something that I will take into account. But at the
3 moment, we need to focus on these three matters, to get through
4 these three matters today. But I will not forget what you've
5 said about the system, that you consider the system deeply
6 flawed, and effectively, because of systemic problems, whoever
7 fell within the slots of the system, the system will not work.
8 Mr Rawat.

9 MR RAWAT: Thank you, Commissioner.

10 BY MR RAWAT:

11 Q. Mr Skelton-Cline, before I continue, can I explain why
12 I'm putting the questions that I am to you. The first is that,
13 I want to endeavor to try and give you every opportunity to
14 respond to some of the potential criticisms so that your answers
15 are on the record. And secondly because, even if you are
16 responding to those, there is nothing to stop you giving an
17 alternative account. So, if, for example, as I have drawn to
18 your attention, there is a report in which a criticism is made
19 of the way a project is run, you are in a position to say, well,
20 actually, the opposite occurred, and I received from a number of
21 churches commendations, then I'm sure the Commissioner--that is
22 something that the Commissioner will want to hear.

23 If I can take you back to the Pier Project just to
24 understand--and it is important to understand what you say the
25 limitations of the role of the consultants are, but the evidence

1 that was before the Public Accounts Committee--and I take what
2 you say about whether you question the purpose of that Committee
3 and whether it can be independent, but the point nonetheless, is
4 that they took--they have minutes of evidence from others who
5 spoke of a situation whereby you and Honourable Vanterpool
6 essentially took over this project at the expense or to the
7 exclusion of the Ports Authority who were, in fact, the proper
8 body to do so.

9 Now, you'll tell me that there is a distinction
10 between Minister and Consultant, so be it, but against the
11 background of my question, can you explain the extent to which
12 you were involved in the Project?

13 A. I was involved in the Project at assisting the
14 Minister in bringing to bear, if he had articulated as his
15 Government's policy by enhancing and expanding cruise tourism in
16 these Virgin Islands, that was my role in the consultancy.

17 Q. One of the points that is raised by the Auditor
18 General in her Report is that throughout the process, the
19 Attorney General's Chambers were consulted for clarification and
20 legal advice, but that all of the legal documents emanated from
21 the Developer's lawyers, that's TPP at this stage, so TPP's
22 lawyers were the ones drafting documents. There was nothing
23 emanating from the Government's side.

24 Were you aware of that?

25 A. No. All of the documents--

1 Q. All of--what's said is that all of the legal
2 documents, however, originated from the Developer's lawyers?

3 A. No, I can't speak to that.

4 Q. Would such documents have passed across your desk as a
5 consultant?

6 A. No, those documents would have been under the auspices
7 of, I think there was a team, that was set up post that to view
8 those documents, so I would not on my own have had a desk from
9 which they could pass across.

10 Q. What you may be referring to is the fact that in
11 June 2012--and this is about the time that a decision was made
12 to have a different type of tender process and the Ministry of
13 Finance became involved--the then-Financial Secretary sought
14 independent legal advice from Baker & McKenzie, who were
15 specialists in public and private partnerships. And when Baker
16 & McKenzie reviewed the Project Development Agreement, the Heads
17 of Understanding Agreement, and the Ground Lease that's been
18 drafted for execution between the Ports Authority and the
19 developer, they raised a number of concerns. Was that something
20 that you were ever aware of?

21 A. I would have been aware of that.

22 Once Baker & McKenzie came on board somewhere in the
23 ebb and flow of things, I would have had some knowledge of what
24 transpired.

25 Q. Prior to Baker & McKenzie going on Board?

1 A. Um-hmm.

2 Q. On the evidence, what there is is a situation where
3 Minister Vanterpool wants to drive the Project forward, and he
4 uses his Consultant to do that. So, the evidence that is given
5 is of a situation where you were working closely and at behest
6 of Minister Vanterpool to take the Project forward?

7 A. Um-hmm.

8 Q. That's the first point made on the evidence.

9 The second point that arises on the evidence is that
10 is done to the exclusion of the BVI Ports Authority.

11 Now, would you not have needed to see all of documents
12 that were being produced as the project went forward?

13 A. That's why the whole thing is flawed. That's why the
14 very premise of which you're using to craft your question is
15 just off. The Auditor General's Report is not the gospel.

16 Q. This isn't from the Auditor General's Report.

17 A. So, where are you getting that question from?

18 Q. From evidence that comes before the Public Accounts
19 Committee.

20 A. Well, they're even worse. I can't treat that as the
21 gospel.

22 Q. I'm not taking it, Mr Skelton-Cline, from the reports.
23 I'm taking it from things people are recorded as saying to the
24 Public Accounts Committee.

25 A. Who are these people?

1 Q. They called a number of people. They called Members
2 of the Ports Authority Board, they called the former Chair, they
3 called the current Chair, they called the former Managing
4 Director of the Board, they called the Acting Permanent
5 Secretary, they called the Financial Controller of the Board,
6 and they called you.

7 A. Okay. And I shouldn't have gone. If I knew any
8 better except that I was at the ports, at the time I would not
9 have gone, they had no business calling me. If, in fact, that's
10 what they were investigating which was the first iteration, so
11 they caught me off guard by me even going there because I'm
12 thinking I'm there to discuss the development that has been had.
13 They are there discussing something that never took place.

14 Q. From the content of their Report, it looked like they
15 investigated more than just one iteration?

16 A. Okay, well, you can come to that. We can cross that
17 bridge when we get to it.

18 You even made me forget the question.

19 Q. I will put it again.

20 A. Right.

21 Q. If you're the Consultant--and this Project is within
22 your remit, would you not have had to see the legal documents?

23 A. No. Not at all because I'm not the Government. I'm
24 not a part of the Government system. They didn't have to show
25 me anything. Whatever they did they would have to intentionally

1 provide me, for whatever reason, and then the caveat was, of
2 course, you know, this is confidential, so it can't be shared
3 anywhere else. But as a consultant, in my private capacity
4 outside, I would not have been privy to that on the onset.

5 Now, to your reference as to I don't know who you said
6 was the critique that--that most of the legal documents came
7 from the cruise line? Is that what you said?

8 Q. It's recorded in the Auditor General, that the
9 Attorney General's Chambers was not generating legal documents.
10 All of the legal documents were being generated by the
11 Developer.

12 A. Yeah, I'm saying I don't know where she got that from,
13 but the AG's Office would have been the best person in which to
14 answer that because they would have known the extent of their
15 involvement.

16 So, if they received legal documents from the
17 Developer where their legal entity, whoever they may have been,
18 presented, then that's fine.

19 So, for me, I'm not sure what it is you're asking me.

20 COMMISSIONER HICKINBOTTOM: If your role in this, as I
21 understood your evidence from earlier, was leadership in this
22 sense: It was to get this job done. I mean, it was to get the
23 Policy, which the Minister had, the elected Government had, it
24 was to get the Minister's Policy done, and that was effectively
25 to have a big development which involved both a substantial

1 extension of the pier and also landside development, and it was
2 your role to get it done, and you said "I got it done".

3 THE WITNESS: It was my role to facilitate that
4 process at that stage.

5 COMMISSIONER HICKINBOTTOM: Exactly.

6 THE WITNESS: What I got down was when I became the
7 Managing Director, which is the third and the final stage.
8 Prior to that, I'm simply a facilitator. I can't get nothing
9 done. Oh, I should say I'm limited in what I can get done as a
10 facilitator because I'm not in the decision-making position.

11 COMMISSIONER HICKINBOTTOM: Mr Skelton-Cline, I
12 understand that. I understand that.

13 THE WITNESS: Okay.

14 COMMISSIONER HICKINBOTTOM: But it was still what you
15 wanted to do, what the Minister wanted to do, was to get it done
16 at all stages, even Stage 2, which was scrapped when you moved
17 on to Stage 3, but you wanted to get this done. How could you
18 get it done without understanding the potential pitfalls, the
19 Town and Country Planning pitfalls, the pitfalls that may appear
20 in the documents provided by TPP. All sorts of pitfalls.
21 Wasn't it part of your job to look for pitfalls and make sure
22 that they were swept past or not, you may say no--

23 THE WITNESS: You could say indirectly. But I'm
24 saying, the suggested pitfall, according to the reports, are
25 deficient, they're defective. They're not true. Town and

1 Country is not involved. How in God's name did we get anything
2 passed if they were not involved? As long as Claude
3 Skelton-Cline was made aware, whether I was able to be proactive
4 in a particular matter or had to react to a matter, once I was
5 made aware to run interference, to make sure this happened, it
6 was done. I do not subscribe to the reports in which you are
7 having to read from, no fault of your own, they give them to
8 you. I don't subscribe to them.

9 COMMISSIONER HICKINBOTTOM: At least in Stage 2 on
10 your three stages--just stick to Stage 2--where you were a
11 consultant, not the MD--you didn't consider it was your--part of
12 your role to identify pitfalls to make sure that they were
13 avoided.

14 THE WITNESS: No, I wouldn't say--if you pin me down
15 on that specifically, I will have to back up on that. Not
16 specifically, no. But if something popped up, again in the
17 natural flow of things to advance the Government's agenda based
18 upon my terms, then I would--I would have sought to help it get
19 remedied or at least bring it to the requisite authority's, you
20 know, attention.

21 COMMISSIONER HICKINBOTTOM: Thank you.

22 Mr Rawat.

23 BY MR RAWAT:

24 Q. Before I move on to another stage in this process,
25 there is one piece of evidence which emerges from the minutes of

1 evidence that was compiled by the Public Accounts Committee, and
2 that's from the then former Acting Chairman of the Ports
3 Authority, and it relates to the purchase of piles. At some
4 point, the Ports Authority had to make a resolution that they
5 were going to pay ultimately it was 3 million to purchase these
6 piles, which were necessary to move the Project forward.

7 But the essence of the evidence that was put before or
8 that was given to the Public Accounts Committee was that,
9 firstly, that in terms of getting the invoice for that, you were
10 the person who provided it.

11 Let me finish.

12 Secondly, that you were--you told the Board that they
13 had to pass a Resolution that they would pay that amount of
14 money, and there was some concern over this.

15 Now, the reason I put that to you is because it is a
16 very specific example of you being very intimately involved in
17 this Project, but that seems standing contradictory to what you
18 said your role was as a consultant, so were you not involved at
19 all in that level of detail?

20 A. Mr Commissioner, it's probably the greatest absurdity
21 I have heard, not just today but even over the course of the
22 development of the Cruise Pier Project that I--you said
23 raised--what you said?

24 Q. No, you didn't raise the invoice. You produced the
25 invoice.

1 A. I produced an invoice and told the Board that they had
2 to?

3 Q. At a Board meeting, you stated the cost of the piles
4 would be somewhere around 2 million, based on your recollection,
5 or the recollection of the Witness, a Resolution had to be made
6 by the Board in order to make the payment.

7 COMMISSIONER HICKINBOTTOM: This doesn't stop you from
8 saying something else, but can you answer the question first:
9 Did this happen? My understanding of your evidence so far is
10 no, it didn't happen.

11 THE WITNESS: It's absurd. I didn't.

12 BY MR RAWAT:

13 Q. I do want now to look at conflict of interest but in a
14 different way that doesn't involve anybody in the room being
15 related to each other, I hope, because it's a conflict of
16 interest that arises in your case alone, so in December 2012,
17 you finish your consultancy, and you joined the Ports Authority
18 as Managing Director; that's right, isn't it?

19 A. In 2012?

20 Q. End of 12?

21 A. Yes, somewhere thereabouts.

22 Q. And how long were you contracted for?

23 A. A three-year contract.

24 Q. Now, we're now moving on to another process which is
25 the open tender process managed by the Ministry of Finance; and

1 on the evidence--and this was the evidence given to the Public
2 Accounts Committee--you were on the Committee that considered
3 these tenders, and it included Neil Smith who was then the
4 Financial Secretary, and you were part of evaluating the tender.

5 Now, the first question I want to pause there, you're
6 recorded at that time as being at least at some part of that
7 process you have become the Managing Director?

8 A. (Witness nods.)

9 Q. And it may be that it's other people's recollections
10 confusing it, but the process would have started before you took
11 on your role as Managing Director.

12 So, up to the time you took on your role, in terms of
13 your involvement in this process at whatever stage, would you
14 have been there as the Consultant to the Ministry of
15 Communication and Works?

16 A. What's the timeline for when that happened?

17 Q. June 2012--

18 A. Uh-huh.

19 Q. --is when the Ministry of Finance step in.

20 A. In the third iteration?

21 Q. Yeah.

22 A. Open tender?

23 Q. We may have a fourth iteration because the
24 fourth iteration is, of course, the matter going back to the
25 Ports Authority.

1 A. Um-hmm.

2 Q. But, June 2012, the Ministry of Finance beginning to
3 step in as a decision to have an open tender process?

4 A. Um-hmm.

5 Q. December 2012, you are no longer a consultant. You
6 have become Managing Director of the Ports Authority.

7 A. Um-hmm.

8 Q. So, between June 2012 and December 2012, whatever was
9 going on in this Project, your involvement would be still as
10 Consultant, wouldn't it?

11 A. Yeah, one would have ended and the other, the Managing
12 Director contract would have commenced.

13 Q. Yes.

14 I mean, on the evidence it appears you moved from one
15 position to the other without a break.

16 A. I don't know about position. I moved from a
17 consultant to become a fiduciary of the BVI Ports Authority of
18 which the Cruise Pier Development was just one of many things
19 that we did.

20 Q. We can put it that way, if you wish. You moved from
21 being a position of Consultant to a position of fiduciary?

22 A. Yes.

23 Q. And thereafter, your involvement would have been as
24 Managing Director of the Ports Authority?

25 A. Thereafter, yeah.

1 Q. Now, what was raised--and this was raised by the
2 Public Accounts Committee, and also the Auditor General--was
3 that the outcome of that tender process, although that tender
4 process would have placed TPP at an advantage because they
5 were--had been previously involved in the--what we've called the
6 "second iteration" with you today.

7 A. Um-hmm.

8 Q. And they were at an advantage because a decision was
9 taken to model the Expression of Interest on their initial
10 proposal, and also because they, in effect, knew what Government
11 wanted.

12 A. Um-hmm.

13 Q. But what's said about you is that you were in a
14 conflict position.

15 A. Who said that?

16 Q. The Public Accounts Committee.

17 A. They are wrong.

18 Q. Well, let me finish what they say.

19 A. Yeah.

20 Q. The conflict is you were the man who as Consultant had
21 previously had dealings with TPP.

22 A. Um-hmm.

23 Q. When you now come to sit on the tenders committee to
24 evaluate a proposal coming under that process from TPP, that
25 raises a conflict of interest.

1 A. Yeah, and that's bone-headed political nonsense.

2 Q. On the part of the Public Accounts Committee.

3 A. On the part of the Public Accounts Committee that is
4 willful and malicious. What conflict of interest? I am the
5 Consultant to the Government of the Virgin Islands. There's
6 what I am. That's who I fight for and on behalf of in any of
7 these roles that I take, whether either in my private life or in
8 my quasi-public life. I am a nationalist. For anybody to
9 suggest, and especially the Public Accounts Committee who,
10 whoever they were, that somehow that Claude Skelton-Cline had a
11 conflict of interest because he served on a committee for the
12 second iteration and he becomes the Managing Director now, and
13 he is not--what?--in a position to fairly and justifiably help
14 to evaluate a tender or--but I don't even know it was a
15 tender--but to carry out my exercise, it's nonsense, and I don't
16 want the Commissioner--Commissioner, I strongly covered you. I
17 mean I--you've been around long enough to know how raise some of
18 this stuff. It is crazy.

19 My work and my worth is on behalf of the advancement
20 and development of this place I call home. When I err, I err on
21 their side. I don't take no other sides. My convictions are
22 such that it doesn't necessitate any compromise of any kind
23 under any circumstance.

24 Now, as to whether or not TPP had some advantage,
25 well, you can toss that around, but at the end of the day,

1 substantively and factually as what my role was in ensuring that
2 this Cruise Pier Development happens based upon the Government's
3 mandate, that's what I champion.

4 Q. So, does it come down to this, that having been
5 involved as Consultant in evaluating three bids and recommending
6 TPP, when you come again to sit on a tender consideration
7 committee on which TPP is then making a proposal, you did not
8 see yourself remotely in a conflict of interest?

9 A. Absolutely not.

10 And number two, I did not sit on no Tender Committee.
11 I need to correct that for the record. I don't recall having a
12 call that I would sit on a tender committee. I would have not
13 had no such interest. I sat on the negotiating committee that
14 was approved by Cabinet. A tender committee? I don't--I don't
15 know why I would sit on a tender committee.

16 (Overlapping speakers.)

17 Q. That's--the reason I've used that as a shorthand,
18 Mr Skelton-Cline--

19 A. But you can't use it as a shorthand, Mr Rawat--

20 Q. --is it's--well, let me finish my sentence.

21 A. --because (unclear) out there that--

22 Q. No, let me--I'll happily call it an evaluation or
23 negotiation committee if you wish?

24 A. Please do because this stuff is going airborne.

25 Q. Well, it--it has been described as a tender committee.

1 It has been described as an evaluation committee. It has been
2 described as a negotiation committee. If it makes you more
3 comfortable, I'll describe it as a negotiation committee.

4 A. No.

5 Q. But--

6 A. My concern, Mr Rawat, about what makes it right.
7 Let's call it what it is and not what these other bodies are
8 calling it. That's a mischaracterization.

9 COMMISSIONER HICKINBOTTOM: But there are other
10 witnesses. We have to respect other witnesses, not only these
11 reports but other witness. Other witnesses have referred to in
12 various ways. As Mr Rawat says, as long as we're a talking
13 about the same Committee, that's the main thing.

14 You were on this Committee, negotiated or assessed the
15 tender bids, as I understand it. And I don't want to put words
16 in your mouth, and you must correct me if I'm wrong. My
17 understanding is, of your evidence, that you accept the
18 possibility that in these circumstances, TPP having bid before
19 and successfully in stages--certainly Stage 2--they may have
20 been at some form of advantage but you do not think that that
21 puts you in a conflict of interest; and, in any event, as you
22 put it, if you were, you were on the side of the BVI. Is that a
23 fair summary?

24 THE WITNESS: No. The former part is not. The latter
25 part is fair. I operated and functioned, and still do and will

1 always, on the side of the Virgin Islands.

2 What I did say as to whether or not by the suggested
3 report that TPP had some unfair advantage, that's for them to
4 debate. As far as I was concerned, there was no such advantage.

5 COMMISSIONER HICKINBOTTOM: No, that's perfectly fair.

6 THE WITNESS: Yeah.

7 COMMISSIONER HICKINBOTTOM: If you say you saw no
8 advantage--

9 THE WITNESS: Yes, sir.

10 COMMISSIONER HICKINBOTTOM: --even if others might
11 have done, you saw no potential advantage and you saw no
12 conflict of interest.

13 THE WITNESS: None.

14 COMMISSIONER HICKINBOTTOM: Thank you.

15 BY MR RAWAT:

16 Q. I move on to what may be the fourth stage.

17 So, on the evidence there were difficulties in that
18 open tender process and the matter then returned--I think it's
19 about November 2013--to the Ports Authority to take forward.

20 A. When you said there was difficulty in the tender
21 process, you said?

22 Q. Yes.

23 A. I don't--I'm not--

24 Q. The tender process run by the Ministry of Finance did
25 not conclude with a successful tenderer being appointed.

1 A. Oh, okay.

2 Well, they did but they did not satisfy--

3 Q. There were various documents--

4 A. --their condition precedent.

5 Q. Yes.

6 A. --which simply, as I recall, had to do with the
7 inability to close financially by the date the then-Government
8 had mandated. That's the only reason that I'm aware of.

9 Q. But November 2013, it appears that the matter goes
10 back to the Ports Authority, essentially to start all over
11 again. So you are their Managing Director. When it started all
12 over again, did it start again with an open tender process, or
13 how was the Project taken forward?

14 A. As I recall, the Government wants to pull the plug on
15 the--what I call the "third iteration". The decision by Cabinet
16 was then had for they to do it themselves.

17 Q. The Ports Authority?

18 A. Well, yeah, because the Ports Authority, on its own,
19 as I later learned after becoming Managing Director, could not
20 have done it on their own. They would have needed the decision
21 and the direction of the Government. The Act would not have
22 allowed them to engage in such a capital project outside of
23 Cabinet approval.

24 Q. Can I pause you there. I mean, firstly, it's Cabinet
25 approval but then you refer to Government. Which particular

1 Ministry of Government would they have needed the assistance of?

2 A. Which Ministry of Government?

3 Q. Yes.

4 A. The Minister of Communication--the Ports Authority
5 fell under the Ministry of Communications and Works, as far as I
6 remember.

7 Q. So, under the--they would have had to have the
8 assistance of the subject Minister.

9 A. Yes.

10 Q. What about the Ministry of Finance?

11 A. They. There were serious financial implications. So,
12 as far as I was aware, they were all working together and in
13 tandem as a government.

14 Q. So, now BVI Ports Authority having to take it forward,
15 how was it taken forward?

16 A. They have to send what forward?

17 Q. Well, you have--the Project has landed back in your
18 lap, Mr Skelton-Cline. What happens next for the BVI Ports
19 Authority?

20 A. When did they land back in the Ports Authority's lap.
21 (Overlapping speakers.)

22 Q. November 2013.

23 A. When?

24 Q. November 2013.

25 A. November 2013.

1 And so I was MD then, so it would have come back to
2 us, a Board approval would have been had--this is in broad
3 terms--and then advanced to--a decision would have been gotten
4 from the Government, the Cabinet, that this is the interest in
5 the capital, product has to go forward or wanting for it to go
6 forward. I don't know which one would have come first, but
7 there would have been some resolution from our Board that then
8 advanced to the Minister, subject to do what they do at that
9 level.

10 Q. So, when you say a "resolution", would it have been as
11 specific as "we are now going to engage the following companies
12 to do this Project"?

13 A. No.

14 And you couldn't guess about that, Mr Rawat,
15 Mr Commissioner, because that should be clear on the record what
16 is it that happened. That would have appeared in minutes with
17 the Resolution.

18 And while I was there, I am very much aware that
19 meticulous minutes, decisions sought and had were gathered. I
20 seconded a Senior Attorney from the AG's Office to become my
21 General Counsel. I seconded someone from quasi come from the
22 private sector, from Deloitte & Touche, to be Financial
23 Controller, and so I brought those persons around me and the
24 Board at that time to help to execute what was being mandated by
25 our Board via the Cabinet.

1 So, I am sure--and we provided for them binders upon
2 binders of every piece of information, document, decisions
3 sought, evaluation of contractors, the scores they made, every
4 dot and tittle was presented to the Ministry on that matter, and
5 so we don't have to guess on what I think should be easily and
6 readily attainable by the records as to what transpired.

7 COMMISSIONER HICKINBOTTOM: But--and we won't get,
8 Mr Skelton-Cline, don't won't worry about that, but in respect
9 to--the Board now had got this back in its hands, and, as you
10 explained by reference to the documents, did a lot of work in
11 terms of assessing what to do and how to do it; and once it had
12 made that assessment, it then put forward a recommendation to
13 the Cabinet. It would need Cabinet's approval for the Project
14 but also Cabinet approval for the money, too.

15 THE WITNESS: Yes.

16 COMMISSIONER HICKINBOTTOM: Is that how it works?

17 THE WITNESS: Because they were the Guarantor, and
18 they are the sole shareholder of the Authority.

19 COMMISSIONER HICKINBOTTOM: And, I mean in practical
20 terms, they had the money.

21 THE WITNESS: Yes.

22 COMMISSIONER HICKINBOTTOM: So I understand that, but
23 that's how it works.

24 The Ports Authority Board did all of this work, and
25 you said it was minutes and you had consultants, and that was

1 done properly, all minuted, and then you came up with
2 recommendations, they went to Cabinet, and Cabinet approved
3 them.

4 THE WITNESS: Um-hmm.

5 COMMISSIONER HICKINBOTTOM: Yes, thank you.

6 BY MR RAWAT:

7 Q. And from the time that the Project returned to the
8 Port Authority to its completion, how much time elapsed?

9 A. Ask that again.

10 Q. Well, the matter is returned to the Ports Authority.

11 A. Um-hmm.

12 Q. You've discussed about how--there is a reference
13 resolution that has to go to Cabinet, Cabinet gives approval.
14 So, from the time that it starts off in front of the Port
15 Authority to the completion of the Project--

16 A. Um-hmm.

17 Q. --how much time elapsed? How long did it take?

18 A. I think it took us about 14--14 months? 18 months
19 max? If I recall. I recall the then-President of First
20 Caribbean Bank, whatever they call themselves now, who funded
21 the Project, coming specifically to visit on the pier side, and
22 his testimony then in the presence of the Minister later the
23 Premier, myself and the Chairman of the Board that in all of his
24 30 years of doing development in the Caribbean, he had never
25 seen such a project come in on time, in the Budget that was

1 prescribed in the Caribbean.

2 And I recall that specifically because I remember
3 telling him that when you meet with the Premier and Minister of
4 Finance, you need to make that statement. It was not sufficient
5 enough for me to hear it. So there was, I would think, a
6 quantum of a 14-to-18 month period from commencement to
7 completion.

8 Q. And what was the Budget?

9 A. The Budget that we gave at the time, even in the
10 middle of our value--what they call it?--engineering, we had a
11 budget of \$72 million that we, I think--whoever it is, we
12 engaged one of the local entities that does that kind of work--I
13 don't recall who--and that's what they brought back to us; and,
14 from there, we went through the exercise of value engineering;
15 in other words, where can we tighten up, where can we cut this
16 down, what efficient apparatus might be at our disposal to bring
17 that number even closer to where we envisaged, which was around
18 \$65-or-so million dollars. But the difficulty of that was as
19 opposed to, for example, in second iteration where they said it
20 was going to cost \$50 million or--and then with some community
21 development, when the Government decides to take on a project of
22 that nature, the Government doesn't have quantity surveyors, it
23 doesn't have the hard equipment, so all of that has to be
24 sourced.

25 And so, even as we commenced the Project, given the

1 time sensitivity of when these cruise lines were coming onstream
2 and so as not to fall any further behind in the cruise
3 development industry, we did--it was ongoing value engineering
4 for the purpose of keeping our budget tight so that the Project
5 can be done within--at the best cost, to put it shortly.

6 And so, the first was the development of the pier,
7 which we issued, I think, a \$31 million thereabouts--you can
8 look at the record--contract for that was independent from the
9 landside. So, the figure that the BVI Ports Authority proper
10 was working with was always around \$72-\$71 million based on the
11 valuation that was given for what it would cost to do this
12 Project.

13 Q. Thank you.

14 MR RAWAT: Commissioner, I'm going to move on to a
15 different topic, so it might be a convenient time to have a...

16 COMMISSIONER HICKINBOTTOM: Yes. We'll have lunch.

17 Is half an hour enough, Mr Skelton-Cline?

18 THE WITNESS: Yeah, you all got me here all day. I
19 mean, I can't be this important. I'm here all the day. I'm the
20 only guy today?

21 COMMISSIONER HICKINBOTTOM: Yes, you're the only
22 witness today.

23 And may I--what is the next subject?

24 MR RAWAT: The Contracts that you are currently or
25 have recently been engaged in.

1 THE WITNESS: Okay.

2 COMMISSIONER HICKINBOTTOM: Shall we say quarter to
3 2:00?

4 THE WITNESS: Sure.

5 COMMISSIONER HICKINBOTTOM: Half an hour.

6 Good. Thank you very much.

7 (Recess.)

8 COMMISSIONER HICKINBOTTOM: Are we ready to resume,
9 Mr Skelton-Cline?

10 THE WITNESS: Sure.

11 MR OLYMPITIS: Commissioner, I wonder if you could
12 hear me. Can you hear me, Commissioner? I wonder if there is
13 just one matter I could raise with Mr Rawat before he begins.

14 It's because he mentioned that we're going to come on
15 to more current contracts, and I was just slightly concerned
16 that we might stray into the area of commercial confidentiality
17 and, for example, if there are contracts which involve--current
18 contracts which involve negotiating projects or investments into
19 the Territory. Whilst we must be a bit careful in that kind of
20 situation, I'm sure that Mr Skelton-Cline will be better placed
21 than anyone to know whether that's the case. But I just wanted
22 to mention it so that he's aware of it as well, so as not to
23 jeopardize anything that might be in train.

24 COMMISSIONER HICKINBOTTOM: Okay, Mr. Olympitis.

25 As you know, some of these only have very recently,

1 and we've had no indication of any particular redactions, so we
2 will continue. I'm sure Mr Rawat and Mr Skelton-Cline will be
3 careful. And if there are any problems, then I'm afraid it's
4 down to you to use the three minutes that you have.

5 MR OLYMPITIS: I don't have anything in particular in
6 mind, but it's just that Mr Skelton-Cline will be more aware
7 than anyone in the room.

8 COMMISSIONER HICKINBOTTOM: Yes. Thank you.

9 MR RAWAT: And can I encourage Mr Olympitis to use the
10 three-minute delay and to raise a point if he does have a
11 concern because I think it's better if we sort it out, probably
12 save us more time in the long run, so I would be grateful if he
13 does do that.

14 COMMISSIONER HICKINBOTTOM: Yes, thank you.

15 BY MR RAWAT:

16 Q. Mr Skelton-Cline, we are moving to more recent times,
17 and you have, as we understand it, had a succession of
18 consultancy contracts with the Government. And since you last
19 gave evidence, the Commissioner has received further evidence
20 concerning those contracts.

21 And again, in relation to the evidence that arises
22 from those contracts, you were sent on the 23rd of September a
23 Warning Letter alerting you to potential criticisms, and again,
24 you chose not to provide a written response, so what I would
25 like to do, if I may, is ask you a few questions about how the

1 Contracts came about and what's expected of you as a consultant
2 under the Contract.

3 You have before you three bundles which
4 relate--contain relevant evidence relating to contract. There
5 are also, if you look over to the far left an additional two
6 bundles, one small and the other, which contain documents that
7 were recently produced, as you will have gathered from the
8 Commissioner, to the Commission by Mr Olympitis and his
9 colleagues.

10 So, the first contract you signed, you'll find at
11 page 1 in the first bundle there, which I would encourage you to
12 look at. And it shows that it was signed on the 25th of March
13 intended to be for a six-month period running from the 25th of
14 March 2019 to the 17th of September 2019. So, just you were due
15 to start two days before the contract was signed. Can we take
16 it from that that by the time it was signed you had already
17 begun work as a consultant?

18 A. Commissioner, again I must state for the record that
19 the particular contracts in which Mr Rawat is about to refer is
20 under my company in my private capacity. I did not--the terms
21 and reference of these contracts have been drafted by the
22 Government, and they remain the best entity in which to ask
23 questions in terms of processes and systems and value for money
24 and whatever else may be of concern to the Commission.

25 And so again, when I see and am experiencing things

1 like this, I cannot help but to feel targeted, one of the very
2 same things that the former Governor and the former Secretary of
3 State have raised on the matter of victimisation. I feel very
4 much victimised, as a private citizen, in my personal capacity
5 in the execution of a contract that the Government engaged me in
6 and/or my entity. There is no justification for why I am the
7 one, and to date I'm the only person in these Virgin Islands
8 whom this Commission have called before it to respond to
9 questions in the same.

10 I know it's redundant, but I have to state it because
11 it matters that very much to me and because I remain deeply
12 concerned of being targeted and feeling victimisation by the
13 authorities through this instrumentality of the COI. But I am
14 before you answering questions on personal contracts when I'm
15 not a part of the Government, not part of the Government's
16 structure, not an Accounting Officer, not a PS or anything else
17 of the sort. I think it's unfair and unjust, and I am very
18 concerned about that.

19 COMMISSIONER HICKINBOTTOM: I note those concerns you
20 expressed this morning about the VINPP. I think the same
21 concerns, Mr Skelton-Cline, the response I'm afraid is the same.
22 I'm certainly very sorry if you feel victimised. There is
23 certainly absolutely no reason for that feeling. I'm here to
24 conduct a COI. Your evidence in relation to these matters will
25 be helpful in my conducting the inquiry into the governance and

1 serious dishonesty in public office.

2 I appreciate that you say that these are personal
3 contracts. They are contracts with--I think it's a d/b/a, but
4 your entity, but those contracts are with the Government, and
5 therefore certainly clearly fall within my purview.

6 So, Mr Rawat.

7 THE WITNESS: Mr Commissioner?

8 COMMISSIONER HICKINBOTTOM: Yes.

9 THE WITNESS: It is not a d/b/a. It's a standing
10 corporate LTD entity in which these contracts have been engaged.

11 COMMISSIONER HICKINBOTTOM: An incorporation?

12 THE WITNESS: That is correct.

13 And further to that, it does not bring me any comfort
14 simply to hear you say that you're sorry that I feel that way
15 when the clear and glaring evidence is I am the only one who has
16 come before you, sir, out of your summon to respond to this kind
17 of a query. You stated before, and you just stated again, that
18 you were conducting a Commission of Inquiry as regards to
19 governance, period. I don't--I'm not the one who is able to
20 help you with that in this context. There are things I can say
21 I think that will aid, but in this context with these contracts,
22 this contract, the PS, the leader of Government's business, the
23 Financial Secretary, those are the requisite persons who can
24 more adequately and accurately speak to the matters of which you
25 are doing your Inquiry on.

1 COMMISSIONER HICKINBOTTOM: But that's what you said
2 in relation to the VINPP. Your evidence this morning on that
3 was very helpful to my Inquiry. I expect the evidence on these
4 contracts to be equally helpful. It's a matter for me,
5 Mr Skelton-Cline, who to call. Others will be called in
6 relation to these matters, but at the moment you're giving
7 evidence and I'm sure you'll answer the questions to the best of
8 your ability.

9 THE WITNESS: Well, then let me share this with you
10 before I go any further because I have--and I am a witness who
11 have said to me that the then-Governor who has called this COI
12 having said to him that it appears that Claude Skelton-Cline has
13 a penal profusion for you, meaning that he has for 86 days asked
14 for you to apologize on behalf of something you said as it
15 relates to his ancestors, and his response--I have an eye and
16 ear witness--and his response was yeah, well, just let's wait
17 until the COI. This is the kind of stuff in this very small
18 community, Commissioner, of 30,000 of where my name, for good or
19 bad or indifferent, is a household name. This is where I live,
20 this is my home, this is where my family is, this is where I
21 minister. This is where I have to make a living. And it deeply
22 concerns me that any government's apparatus can be abused and/or
23 misused in a way to target a private citizen, and in this case
24 Claude Skelton-Cline. I am concerned, deeply, about that.

25 COMMISSIONER HICKINBOTTOM: I understand that, and

1 I've explained the process, I've explained why you're here, and
2 I've explained that what I want to hear is your evidence in
3 response to the criticisms that we've made, and that is what we
4 propose to do. It is not helpful to hear gossip or evidence at
5 second- and third-hand. That is simply not helpful.

6 On these matters you can help us because you were
7 involved in these contracts or as I understand it now, because
8 it's not clear from the documents that I've seen, your company.
9 So let's see what Mr Rawat has to his ask you about these.

10 THE WITNESS: One more thing before Mr Rawat proceeds.
11 You can indulge my pictures, as I'm sure you have to ask me the
12 same because it is in the same outline of gossip and melee that
13 persons have gone to the Government on a myriad of matters, and
14 in this case in which my name has been called. I have met on
15 more than one occasion with the former Governor. We have had
16 conversations, we have had--well, he had tea, I had water. We
17 have gone off on different functions. There has been
18 opportunity to speak on several subject matters in which my
19 assistance was being asked, and it's important to note
20 contextually that the only turn of events on a matter where he
21 spoke in the public space and I in the public space responded to
22 that is on the heels of what you just referred to as gossip, and
23 it may very well be that except the person has told me if you
24 need me to verify that, I can for you.

25 I am just saying the source and the reason behind why

1 I am deeply concerned.

2 COMMISSIONER HICKINBOTTOM: The concerns are
3 unfounded, Mr Skelton-Cline. Whatever was said to or by the
4 Governor I'm conducting an independent Inquiry. It's
5 independent of the Governor, and it will remain independent.
6 What I'm interested in is evidence not gossip or evidence of
7 second- and third-hand. I am taking evidence. We are doing it
8 live so there can be no misunderstandings about evidence.
9 Because the House had been misreporting of certain things. This
10 prevents that. And where we will make progress, if Mr Rawat
11 asks you questions about these contracts, they are relevant to
12 my terms of Inquiry. You can answer them. That will be
13 evidence, and then we can move on.

14 Mr Rawat.

15 MR RAWAT: Thank you.

16 BY MR RAWAT:

17 Q. Mr Skelton-Cline, I encourage you to open the first
18 bundle so that you can actually look at the Contract because I
19 want to ask you some questions about it, but as I've said, it
20 was listed to start on the 27th day of March. That was the day
21 it was signed. It is due to start two days early on the 25th of
22 March, so does it follow that, by the time the contract was
23 signed, you were already engaged in your consultancy?

24 A. I was engaged in my consultancy once the Contract is
25 signed. I don't have a consultancy if I don't have a signed

1 contract.

2 Q. Can you explain, then, why the Contract is said to
3 start the duration of the consultancy is said to start on the
4 25th of March when the Contract is signed on the 27th?

5 A. Can I explain that?

6 Q. Yes.

7 A. No, whoever you got that from will have to explain
8 that for you.

9 Q. Well, this is--these contracts have come from a number
10 of sources, including yourself.

11 A. No, I'm not--I'm not the crafter of any contract.

12 Q. But you are the signer of this one?

13 A. Yes.

14 And whenever I signed is when my work commenced.

15 Q. And so, if the contract is dated the--is made on the
16 27th of March, that's when your work commenced?

17 A. As far as I'm concerned.

18 Q. You said that the Contract was with a corporate
19 entity, can you clear this up for us because what it includes as
20 attached to it is a Certificate of Good Standing for Claude O
21 Cline, d/b/a Grace Center.

22 A. Grace is a corporate entity. I don't know what all
23 they have there.

24 Q. Well, what there is a d/b/a which we understand d/b/a
25 is different from a corporate entity?

1 A. Well, it would be, but I know Grace to be. It's an
2 ongoing company that is an LTD. There are several things under
3 Grace. We have school, we got counseling. So Grace is not just
4 some creation for a contract with the Government. Grace is an
5 umbrella LTD where we have culture, where we have marriage
6 counseling, where there was an onset for a Bible school that was
7 accredited--not accredited but underwritten by Oral Roberts
8 University which got deterred because of the storm, but that's
9 Grace, so that's where the whole name comes from. That's an
10 LTD.

11 Q. Right. Hang on. You've got a contract in March 2019
12 between Grace Consulting and Government of the Virgin Islands.

13 A. Um-hmm.

14 Q. Part of the attachments to that contract are
15 Certificates of Good Standing for Claude O Cline d/b/a Grace
16 Center.

17 Firstly, is there a difference between Grace Center
18 d/b/a and Grace?

19 A. No, there should be no difference because my
20 incorporation papers are all--as to why that is saying d/b/a,
21 I'm a little fuzzy about that. I don't know what would be the
22 case for that.

23 Q. But you presumably were required to provide the
24 Certificates of Good Standing?

25 A. Yes, those are the normal course of things.

1 COMMISSIONER HICKINBOTTOM: And the trade licence?

2 THE WITNESS: The trade licence may be whatever, I
3 think it's good standing, NHI, there's a few things that we
4 would have had to have done.

5 COMMISSIONER HICKINBOTTOM: But they're in your
6 personal name?

7 THE WITNESS: They're in my personal name? That
8 shouldn't be.

9 BY MR RAWAT

10 Q. There's an Inland Revenue Department Certificate of
11 Good Standing, Social Security Board say that they cannot issue
12 a Certificate to Grace Center? And there's a Certificate of
13 Good Standing from the NHI, and then there's your trade licence.
14 Now, all of those are for Claude O Cline d/b/a Grace Center.

15 A. Yeah. They got that wrong. It should be Grace,
16 period. Social Security would be a case where if there was no
17 business being conducted or employees, then they would be saying
18 they can't issue one because there would be no record of it
19 registered.

20 Q. Just explain the difference then between an LTD and a
21 d/b/a?

22 A. No, I don't think there is any explanation. I think
23 you're clear. I'm confused there that those things are saying
24 d/b/a, they should have been written in Grace, period, not--not
25 Skelton-Cline doing business as. So, I am--that raises a

1 red--just for me, because I don't know why that would be the
2 case.

3 COMMISSIONER HICKINBOTTOM: You're saying that the
4 proper Contracting Party was a limited company, an incorporation
5 called?

6 THE WITNESS: Grace.

7 COMMISSIONER HICKINBOTTOM: Limited?

8 THE WITNESS: Um-hmm yes.

9 COMMISSIONER HICKINBOTTOM: Yes.

10 BY MR RAWAT:

11 Q. And it said the first contract has attached to it
12 Certificates of Good Standing for d/b/a Grace Center, and is in
13 fact with Grace Consulting, which is something different.

14 A. Yes. That's what I'm saying. There is some
15 administrative paperwork shuffled there that I would have to
16 bring to some clarity to.

17 Q. But when you signed the Contract did you not pick up
18 on these?

19 A. No. I mean. I don't recall it raising a flag, no.

20 Q. When you came in the lead-up to the Contract, how did
21 it come about? How were you engaged? Did you make the first
22 approach or where you approached?

23 A. It may have been mutual in terms of services. The
24 Government at the time--and just so you understand, I think it
25 was--I don't think, I am sure--it was on the heels of an

1 election that was won by the now Government, and so, that is the
2 context of which the Contract engagement would have been had, so
3 it would have been a mutual approach to the Contract.

4 COMMISSIONER HICKINBOTTOM: I'm not quite sure I
5 understand.

6 You obviously both agreed the Contract when you signed
7 it, but Mr Rawat was asking who approached whom. Somebody must
8 have approached--did you approach the Government or did they
9 approach you? Did they come to you and say, you're the man we
10 need to do this job, or did you approach them to say I'm the man
11 you need to do this job?

12 THE WITNESS: I think once you're clear on what the
13 job was going to be, we both would accept.

14 BY MR RAWAT

15 Q. Who is the we? You were on one side, who were you
16 having the conversation with?

17 A. The Government. In this case it would have been the
18 leader of Government's business.

19 COMMISSIONER HICKINBOTTOM: Who is that?

20 THE WITNESS: The leader of Government's business is
21 the Premier and Minister of Finance of the country.

22 COMMISSIONER HICKINBOTTOM: Yes, thank you.

23 BY MR RAWAT:

24 Q. Amongst the material that has very recently been
25 disclosed to the Commissioner, is an e-mail from you to, and

1 it's dated the 8th of March 2019 to the then-Permanent Secretary
2 in the Premier's Office, attaching a strategic advisory
3 agreement. Now, that did not end up being the Contract, but
4 that might be taken as you making the first move. Was there any
5 in the lead-up to you submitting that strategic advisory
6 agreement? Were there any discussions?

7 A. Of course, there had to have been discussions.

8 Q. So who started them?

9 A. It was on both ends. I'm not sure why this is so
10 difficult to understand. It's both entities.

11 An election was just won of which I was a part. The
12 new Government is going to power. They are assessing, I guess,
13 what all their needs are. I have certain skill set with which
14 could have been brought to bear at different levels or for
15 whatever reason, and so mutually that would have been had.

16 So, if the suggestion is, Mr Commissioner, that
17 somehow the contract was a political favor, then I would have to
18 say very quickly again, you know, there is a certain skill that
19 Claude Skelton-Cline has that God has gifted me with. One
20 reason or another, it is sought out and has been particularly by
21 governments for the purposes of which we speak because Grace and
22 I do other things.

23 So, it's in that context that whatever my strengths
24 were identified as and wanted to be gleaned from to help this
25 Government get started, that is what ultimately was crafted in a

1 contract form and extended to me.

2 COMMISSIONER HICKINBOTTOM: But either you contacted
3 them saying I have these skills; they contacted you saying,
4 Mr Skelton-Cline, you have these skills which we're interested
5 in; or there was coincidental inspiration and you both thought
6 that this would be a good thing at the same time. Which of
7 those three?

8 THE WITNESS: Mr Commissioner, we are--this is not the
9 United Kingdom or the United States. This is a small, little
10 country where everybody knows everybody, and there are no
11 secrets here. None. When the "flood entrenchments" (phonetic)
12 come, there were no secrets--

13 COMMISSIONER HICKINBOTTOM: But wait--

14 THE WITNESS: Let me finish. I think it's important,
15 and it will help you.

16 So, the whole notion of the black and white question,
17 did they, or did you is not contextual for who we are. We
18 operate at a horizontal level where it's already known, in
19 essence, who each other is and what they may or may not be able
20 to bring to the table. So, it's in that context in which this
21 contract was given birth. That's all I'm saying.

22 COMMISSIONER HICKINBOTTOM: Thank you.

23 BY MR RAWAT:

24 Q. If you go to page 11 in the bundle.

25 MR RAWAT: And, Commissioner, for your note the

1 reference that I took or referred Mr Skelton-Cline to in
2 relation to the e-mail that he sent, that's in Volume 2 of the
3 disclosure from the IRU yesterday at page 534.

4 BY MR RAWAT

5 Q. The key part of that first contract is at Appendix A,
6 which sets out the scope and deliverables of service that the US
7 Consultant were obliged to deliver, so it says that you report
8 directly to the Permanent Secretary. You report indirectly to
9 the Premier.

10 A. Um-hmm.

11 Q. Your key results areas are the Consultant will perform
12 the following duties set out under the headings below and be
13 remunerated according to terms and conditions that follow after,
14 and the heading is simply given as one strategic advisor.

15 You are then given specific areas of focus, and it
16 just says "specific areas of focus include (1) climate change
17 and renewable energy; (2) jobs programme; (3) youth empowerment;
18 (4) telecommunications; and (5) Prospect Reef.

19 Now, who was responsible for drafting that appendix?

20 A. That's a part of the Contract? The Government would
21 have drafted that. Any contractual stuff would have been
22 drafted by them, but not--

23 Q. Would you have seen a draft contract?

24 A. Before I sign anything, I would first have to take a
25 look at it, yeah.

1 Q. So, would there be back and forth? Would there be
2 terms that you would say I'm not going to agree to that, I would
3 suggest an amendment?

4 A. That would be a part of the process. If there's
5 something that I could not fulfill, I think that was outside of
6 something that I was being asked, then I would flag that.

7 Q. Clause 2(3) of the Agreement, of the Contract, says
8 that the Consultant shall devote sufficient time--attention and
9 time to the performance of service under this Agreement to
10 ensure that all milestones and deliverables are met in the
11 manner and by the dates agreed and shall not engage or solicit
12 any work or business competitive with the service.

13 Now, in terms of the reference, the agreement to
14 deliver all milestones and deliverables, does it follow that you
15 had to achieve all milestones and deliverables by the end date
16 of the Contract which was 17th of September?

17 A. This is the six month contract?

18 Q. Yes.

19 A. If you notice in that Contract, there are a
20 multiplicity of items, and so in very broad stroke as I remember
21 it, the Government was new, the Premier and Minister of Finance
22 and his office were making a gallant effort to get their heads
23 and hands around things, what was there, what are we dealing
24 with, what's possible. So, it was in that context, this litany
25 of things were integrated into my contract to help facilitate

1 that process and bring it forward as to where things are.

2 For example, namely you mentioned Prospect Reef, so at
3 that time, since some of this is recent history, I discovered
4 that there was no Prospect Reef Board. I discovered that there
5 had been some Request for Proposal for that development but it
6 needed to be updated, I think between myself, some suggestion,
7 and the then-acting PS was a part of that process, and then
8 later on the Attorney General's Office, and so prior to issuing
9 that RFP, I think the last note in my appendix, which I gave as
10 my Report, as to actions to be taken, I think you would note in
11 there it says that the AG has instructed that RFP cannot be
12 issued until the Board is properly constituted.

13 So, from my Reports that I gave you, it would have,
14 under the deliverables, it would have gave you one of those
15 subset showing that.

16 So, all that to say at that six-month period, it was
17 to assist in broad strokes the new government simply getting its
18 heads and hands around what are we dealing with, what do we
19 have, what is it that can go into the pipeline.

20 Q. We will look at your Report shortly, but you've
21 described--you've referred to a litany of things. Which part of
22 the Contract are you referring to when you say "litany of
23 things"?

24 A. You just read off some things there that had some
25 items to have been addressed, and then you would notice from my

1 Report, there are several things that were under that, the
2 thousand jobs, the medicinal marijuana, Shores Development,
3 Prospect Reef, so there were several things, cruise tourism.
4 There were several things listed as a part of the Contract.

5 Q. So, it's everything that's under Appendix A?

6 A. And--and whatever other directive that the Premier may
7 give. We will see that in the Contract.

8 So, for example, if something pop up, something new
9 that he was not aware of, and it fits into what I can deliver,
10 it may have come to me.

11 Q. Well, it doesn't add anything. Appendix A seems to
12 have been unchanged from the time that it was created, so
13 whatever the Premier added in your Report lists the things that
14 the Premier added but those weren't added as part of the
15 Contract, were they?

16 A. Well, I think once it was signed, then it would have
17 been up to the Government functionaries to update or to amend
18 the Contract that they have on file: I would not be privy to
19 that.

20 Q. It would not have been of interest to you to make sure
21 that if you were going to have to do work on something
22 additional that that was recorded as part of the Contract?

23 A. No, because I simply placed it on whatever else the
24 Premier may have directed which was a clause, I think, towards
25 the end of that Contract.

1 Q. And you had, when you started off on the 27th of
2 heavy, no targets that you had to achieve by the 17th of
3 September?

4 A. If I had any targets?

5 Q. Yes. Did you have any?

6 A. Yes, all those things were targets.

7 Q. So, you had to achieve all those things by the 17th of
8 September?

9 A. We had to get an understanding as to what the status
10 of those things were, where are we with them, what can be done.

11 Q. So all you had to achieve in six months was an
12 understanding of the state of play in relation to the five
13 matters?

14 A. No, I wouldn't say that, but in terms of the Contract
15 terms and references, and what I have to achieve from what
16 you're looking at, then the answer is yes, but I don't like the
17 word you use in there that I all I had to do was that. What I
18 actually did is reflected in the Report that I gave at the end
19 of that Contract.

20 Q. Yes, but I'm asking you about the beginning of the
21 Contract and your understanding of what you were expected to do?

22 A. I was expected to help the Government, the new
23 government, get the ball rolling with a myriad of items.

24 Q. The difficulty in understanding that,
25 Mr Skelton-Cline, is I can't see anywhere in Appendix A where it

1 says "get the ball rolling". Can you be more precise about what
2 you were expected to do in six months?

3 A. You see, Mr Rawat, you are speaking by the letter of
4 the Contract. I'm speaking about the letter of the Contract
5 coupled with the flow and favor of how things were functioning
6 on the ground which may very well be broader than the letter of
7 the Contract. So, we're not speaking differently. It's both
8 and. I don't want to get in a category where it was either or.
9 Both things were happening.

10 Q. All I want your help with, Mr Skelton-Cline, is where
11 in Appendix A does it help the Commissioner to understand what
12 was expected of you?

13 A. I don't know where it is. Because the drafters would
14 have to tell you that. I don't know else except for what I'm
15 sharing with you orally now as to what happened.

16 Q. You put your signature to this Contract. This is what
17 you agreed to do?

18 A. Of course, and I did more than that. That's my point.

19 Q. Yes, well, we can come to the more than that when we
20 look at your Report.

21 On the 27th of March, what did you understand you were
22 expected to deliver by the 17th of September?

23 A. As I shared before, according to the contractual
24 arrangement, I was supposed to help the Government get its head
25 and hands around the apparatus, what was taking place, what was

1 in the pipeline, what can we bring on stream, to kind of give an
2 Executive Summary of what that is, what it looks like, and some
3 indication of what are the actions to be taken as a result of
4 what you have unearthed. That was my understanding at the
5 beginning and during the contractual arrangement.

6 COMMISSIONER HICKINBOTTOM: So, to report to the
7 Premier on these five projects, current status and action points
8 for moving them forward.

9 THE WITNESS: To report to the PS and ultimately to
10 the Premier on those matters plus the additional ones that came
11 on-stream as reflected in my Report. You will notice that it
12 expanded almost three times what is on your--what you refer to
13 as the appendix.

14 COMMISSIONER HICKINBOTTOM: We'll come to that. At
15 the moment we're looking at contracts and those were your
16 contractual obligations under the Contract.

17 THE WITNESS: Yes, including the ones that are not
18 written down in the appendix that you were looking at.

19 COMMISSIONER HICKINBOTTOM: Because they're added
20 later.

21 THE WITNESS: They were--yes, in the course of things.

22 COMMISSIONER HICKINBOTTOM: Thank you.

23 THE WITNESS: The same six-month period.

24 BY MR RAWAT:

25 Q. The Appendix A does end with this, though, and what

1 I'm focusing on what you were expecting to deliver or that you
2 would be expecting to deliver when you started off on the 27th
3 of March: "Establishing and reviewing key strategic priorities
4 and translating them into a comprehensive strategic plan." So,
5 that was in relation to--I know you've said that whatever else
6 was added to your workload, but it was in relation to those
7 areas of focus, was it not? You had to establish key strategic
8 priorities and translate them into a comprehensive Strategic
9 Plan?

10 A. Yes.

11 And the Government can give you, I think, a far
12 better--and should comprehensive response to that.

13 Q. Now, under the Contract, you were going to be paid
14 \$16,330 plus your expenses. You were also, it said, entitled to
15 tax-free gratuity of 5 percent of your gross salary upon
16 satisfactory completion of the Contract.

17 Did you receive that gratuity?

18 A. Now that you say that, I need to go check. Forgot
19 about that. I have to check. I don't know the answer. I don't
20 recall. And if I have not, I will show--I would be sure to
21 receive it, but I don't recall, as I sit here.

22 COMMISSIONER HICKINBOTTOM: So, that is due. You may
23 or may not have got it.

24 THE WITNESS: Yes, it's due, according to the
25 Contract. I forgot that. I will have to look.

1 BY MR RAWAT:

2 Q. So far, you haven't claimed it?

3 A. No, I have to check. My spirit just got a little
4 punked because you mentioned something might be missing. So I
5 need to go check that I actually get that or is it something
6 that's outstanding.

7 Q. The Commission doesn't appear to have received any
8 disclosure that over that six months you did, in fact, claim
9 expenses.

10 A. To claim expenses?

11 Q. Yes.

12 Do you recall submitting invoices for expenses?

13 A. No. I don't recall submitting any--no, I don't have
14 no recollection of that.

15 Q. What clause 6(1) of the Contract requires you to do is
16 to deliver to the Government statements, strategic advice,
17 reports, briefings and other documents as particularised in
18 Appendix A.

19 A. Hold on. Let me back up.

20 I think one of the corporate tricks that was taken
21 where I came out of pocket because I think they may have amended
22 the process for giving the consultancy. I think I had to pay
23 first and then provide the airfare or the hotel or whatever it
24 was. So there may have been one occasion in that six-month
25 period where that may have happened.

1 Q. There's reference in this six-month period to Cayman
2 Islands, did you have to go to the Cayman or something?

3 A. Cayman was one of the places that I accompanied the
4 Government, yes.

5 Q. And also I think you went to a conference in Trinidad
6 and Tobago?

7 A. Yes, yes.

8 Q. We can look through--

9 A. I'm trying to do my recall. I think that was in
10 telecommunications or something in Trinidad.

11 Q. I will show you the document as we go through it, and
12 we can confirm whether it was telecommunications or not, but in
13 any event, were you given any direction as to how often you
14 would need to submitted a report to Government during the
15 currency of your contract?

16 A. At the end--the understanding for this Contract was at
17 the end of the Contract.

18 Q. So, were you told at the beginning of the Contract
19 "we're going to want a report at the end" or was it as it went
20 through towards the end of the Contract someone popped up and
21 said, "Mr Skelton-Cline, can we, please, have a report"?

22 A. No, no. I think it was always understood that a
23 report would have be had at the end.

24 I mean, you're talking about a very short window,
25 you're talking about a six-month period, given what was being

1 asked, so I think it was always understood that a report would
2 accompany this contract upon its completion. I don't think that
3 was ever in question.

4 Q. You mentioned the Report that you prepared at the end
5 of the Contract.

6 MR RAWAT: Which, Commissioner, is in the third bundle
7 today, and you will find at--it starts at 4758.

8 BY MR RAWAT

9 Q. From the evidence that the Commission has received,
10 Mr Skelton-Cline, is that your Report went through various
11 edits, so the version that you provided to the Commission
12 differs from the version that was provided by Government, and I
13 can show you examples of those differences if you need to see
14 those. But that follows then from e-mail correspondence that's
15 recently been disclosed is that it went through various edits.
16 And it appears to have been edited at the request "of the
17 Permanent Secretary". Do you recall that?

18 A. Yes.

19 Q. And what was the reason given to you for the need to
20 edit your Report?

21 A. I think the initial report, they flagged a couple of
22 things. I don't know if they wanted additional information. I
23 think it was more that they were asking that I lay--lay it out
24 differently, if I recall correctly, but I'm surprised that they
25 would give you the evidence. That's not responsible. They

1 ought to have given you what was finally settled on.

2 Q. They did. You gave us the ones--you gave us the
3 version that wasn't finally settled on.

4 A. Okay. But they never gave it to you?

5 Q. You gave us one version--

6 A. That was the final version?

7 Q. No. The final version came from Government.

8 A. I don't know how that's possible. Well, you say that
9 I didn't give you the final version?

10 Q. You didn't.

11 A. So, how do you know it was the final version?

12 Q. Well, I'm comparing it to the one--if you look perhaps
13 at it, you can tell me whether the version I'm going to take you
14 to is the final version or not?

15 A. I think to your point as to whether or not there were
16 edits, yes, and the rationale behind that is as I just
17 mentioned.

18 Q. Right. Let's go through the Report. You listed there
19 your areas of focus. The five that we had looked at in your
20 Appendix A that you had added small business development
21 (innovative business lab), and then you say the following
22 additional areas were also signed by The Honourable Premier:
23 medicinal marijuana, special committee on cruise tourism and
24 floating pier extension, the Shores Development, and medical
25 school.

1 The first one of those is 2.1, climate change. You
2 set out there the overall policy objectives. Who determined the
3 Policy objectives?

4 A. That's a question for Government and/or whatever
5 Ministry it was coming from at the time.

6 Q. They must have come to you because you wrote down in
7 your Report, so who told you what the overall Policy objectives
8 were?

9 A. The Ministry, I think at that time had sat with the
10 Ministry of Natural Resources and Labour.

11 Q. Well, is that right? Because your contract is with
12 the Premier's Office.

13 A. No, you asked me--what's the question you just asked
14 me?

15 Q. Well, under climate change, and indeed under every--

16 A. Where did that come from?

17 Q. Yes.

18 Who told you the overall project objectives.

19 A. Um-hmm.

20 Q. It's written as overall Project objectives.

21 A. Um-hmm.

22 Q. The Project is set to you by the Premier's Office.

23 A. Um-hmm.

24 Q. So, what you've written down here differs from
25 Appendix A which is in the Contract, so the question is: Where

1 who gave--did you come up with the overall Project objectives or
2 did someone give them to you?

3 A. No, I could not have come up with the Project
4 objectives. I'm working for the Government via my consultancy.
5 And because climate change is one of those items that's in
6 continuity that adds some continuity and should continue to
7 have, at the time as I recall, it sat with the Ministry of
8 Natural Resources and Labour, so whatever briefings that I would
9 have received would have been coming out of that from the
10 previous administration, and whatever amendments to the current
11 administration could be had as it relates to climate change.

12 So, that would have been for the Government to
13 deliberate and decide what those were. What I am capturing
14 there for you is a combination of both. If your question to me
15 does it come to me, which I think I understand, was it me, then
16 the answer is no, if I'm understanding your question correctly.
17 Am I understanding your question? Yes. Okay, good. My answer
18 is no. It would not have come from me.

19 Q. Then--

20 A. In the sense that I am crafting the summation from the
21 sitting Ministry, Natural Resources and Labour and its
22 personnel, coupled with whatever the new government wanted to
23 do.

24 You confused?

25 Q. Getting there.

1 You are there to act--you're consulted--you're
2 contracted on behalf of the Premier's Office. Your Appendix A
3 makes reference to the Premier, gives you specific areas of
4 focus. What you seem to be saying is that, in relation to the
5 actual areas that you then focused on and sought to deliver, you
6 were, in terms of determining a project, it was a mix of
7 information from a particular Ministry and the Premier's Office.
8 Have I understood you right?

9 A. What do you mean in determining a project?

10 Q. Well, you've set out overall Project objectives.

11 A. Um-hmm.

12 Q. Well, a Project objectives means you've determined
13 what the Project should achieve?

14 A. I don't want you to get stuck in the category that I'm
15 using to clearly--the categories that I use to clearly delineate
16 for anyone reading for basic comprehension to show kind of a
17 one, two, three, four step, what is--what's the objective,
18 what's the status, that's what that is. But I'm saying, I would
19 not be the originator of what the Government policy is on
20 climate change. That's for the Government to do. And because
21 climate change is one of those subjects where you had a previous
22 administration and a previous Department working on it, then
23 that was gleaned from and carried forward to the next to do as
24 they saw fit as the new Government.

25 COMMISSIONER HICKINBOTTOM: But who gleaned it? There

1 are four paragraphs under overall Project objectives.

2 THE WITNESS: Um-hmm.

3 COMMISSIONER HICKINBOTTOM: Who drafted those
4 paragraphs? They're in your Report.

5 THE WITNESS: Yes.

6 As to what they were?

7 COMMISSIONER HICKINBOTTOM: Yes.

8 THE WITNESS: They're drafted in my Report out of the
9 Body, out of the content--

10 COMMISSIONER HICKINBOTTOM: No, I understand that, but
11 this is your draft that you've drawn on the Minister of Natural
12 Resources primarily, possibly the Premier's Office, too, so you
13 have drawn on sources, and then you've drafted these paragraphs.

14 THE WITNESS: Yes. My job--again, as I stated before,
15 was to pull that together. I'm not an expert in climate change
16 or environmental development. My job is to identify who the
17 personnel were, what their expertise is, where the current status
18 are, coupled with whatever the Government is trying to do,
19 synchronize that, crystallize that, and put it forward to them
20 in a way where they can have some decision to make in
21 determining how and if they carry forward.

22 BY MR RAWAT:

23 Q. What you have said is deliverable, you then give a
24 context. You say the status of this aspect of your work is
25 ongoing. You give a context.

1 A. You're still talking about climate change?

2 Q. Yes.

3 A. Okay.

4 Q. You give a context. You say there are two
5 deliverables, creation of a climate resilience and renewable
6 energy unit and then advise on projects linked to climate
7 resilience.

8 A. Um-hmm.

9 Q. So, in relation to the first, what is the climate
10 reliance and renewable energy unit, and where does it sit?

11 A. Yeah, you've got to ask the Government that. I don't
12 know where it sits now.

13 Q. But you were expected to deliver it?

14 A. No, no, no. No, no, no, no. Wrong. I can't deliver
15 that.

16 And again, I don't know why you would be even
17 suggesting that. I can't deliver a project unit. I'm not the
18 Government. I'm not an elected official. I can't make such
19 decision. All I can do is make the offering of a structure of a
20 system of some nomenclature on which it is incumbent upon them
21 if they so choose to do. Grace Claude Skelton-Cline cannot do
22 that. Why would you be thinking I can do that?

23 Q. Because you've written under deliverables (1) creation
24 of a climate reliance and renewable energy unit.

25 A. But you must understand, Mr Rawat and Mr Commissioner,

1 I should say, what is meant by that in its context.

2 COMMISSIONER HICKINBOTTOM: So, when you refer to
3 deliverables, you're not referring to things that you can
4 deliver.

5 THE WITNESS: Because I can't. Those are things that
6 I can bring as far as I can go as a consultant in which is
7 incumbent upon the requisite agency, in this case the
8 Government, to decide whether or not they want to carry this
9 forward. I cannot do that. I'm not the Government. I don't
10 have no such decision-making authority.

11 BY MR RAWAT:

12 Q. So, if we've run through this, then, taking creation
13 of a climate resilience renewable energy unit, and this Report,
14 we should say, is dated 13th of September 2019, so what you did
15 in relation to that is you met with staff at the Department of
16 Natural Resources and Labour to have a briefing, and then you
17 reviewed the existing documentation concerning their policies.

18 You then made a recommendation that stakeholders
19 deemed existing framework for the Climate Change Trust Fund
20 Board and the climate change unit to be appropriate for
21 achieving objectives goal. What is required is for Cabinet to
22 appoint the Board.

23 And you then say in terms of follow-up action
24 required, with the Request of that, Cabinet must make a decision
25 and act on the recommendation to re-establish the Climate Change

1 Trust Fund Board. The climate change unit will then proceed to
2 be established accordingly and the Director of the climate
3 change unit must be selected and appointed.

4 So, what you've done, is you've gone out and you've
5 said, right, what is you've consulted, you've asked people what
6 are the objectives, you've identified some deliverables. You
7 then set out what you've done in respect of those deliverables,
8 and then you make recommendations as to what steps should be
9 taken and what follow-up action is necessary in order to achieve
10 that step?

11 A. Those are similar things that I did as it relates to
12 this in addition to whatever else that may or may not be
13 reflected from the document that you're reading. But in
14 essence, and so that it's clear--

15 Q. The document is in the bundle, if you want to look at
16 it and tell me it's not clear, you can do so.

17 A. Well, I'm saying to be clear--not that it's not clear
18 to me. But to be clear, you're saying that's all that I did.
19 I'm saying that's some of what was done specific to this subject
20 matter to bring forward to the Government as to whatever
21 decision they may choose, whatever path I should say, they may
22 choose to move forward the whole climate change matter or any
23 other subject that was under the consultancy.

24 COMMISSIONER HICKINBOTTOM: So, these are really
25 Recommendations for the Government?

1 THE WITNESS: If they were...

2 COMMISSIONER HICKINBOTTOM: These are really
3 recommendations for the Government because you say you can't
4 deliver them because you're just a consultant?

5 THE WITNESS: For functional purpose they can't be
6 anything else.

7 COMMISSIONER HICKINBOTTOM: I understand that point.

8 THE WITNESS: Yes.

9 COMMISSIONER HICKINBOTTOM: So, in relation to this
10 that Mr Rawat has gone through, and he's gone through each of
11 the boxes in relation to this deliverable--

12 THE WITNESS: Um-hmm.

13 COMMISSIONER HICKINBOTTOM: --what the recommendation
14 was that Cabinet must make a decision and recommendation on the
15 reestablishment of the Climate Change Trust Fund Board,
16 everything else actually flows from that because you say that
17 the Climate Change Unit, whatever that is, will proceed then as
18 a follow-up, so that was your recommendation.

19 THE WITNESS: Um-hmm.

20 COMMISSIONER HICKINBOTTOM: And I understand that
21 there are all sorts of things. There are other things in
22 respect of the second deliverable under climate change, but
23 under this deliverable, which is the creation of a climate
24 reliance and renewable energy unit, those are the steps--that
25 was your recommendation?

1 THE WITNESS: Correct.

2 COMMISSIONER HICKINBOTTOM: Yes. Thank you.

3 THE WITNESS: And I suspect, just thinking about it
4 again, once the Board was back in place and Director was chosen
5 and you would need some executive, you would need bodies in
6 order to establish these units so that the Climate Change Board
7 can function.

8 COMMISSIONER HICKINBOTTOM: No, no, and I assume that
9 there are other progress reports, I assume we can follow this
10 through.

11 MR RAWAT: Yes, yeah.

12 COMMISSIONER HICKINBOTTOM: At the end of the six
13 months, because this is your sixth month report, that was where
14 it was at.

15 THE WITNESS: Yes.

16 COMMISSIONER HICKINBOTTOM: On this one single point.

17 THE WITNESS: Yes.

18 COMMISSIONER HICKINBOTTOM: Thank you.

19 BY MR RAWAT:

20 Q. Before we move off climate change, the second
21 deliverable was advise on projects linked to climate resilience.
22 And what you did in terms of your task completed was you met
23 with what you've described subject-matter experts to discuss (a)
24 the restoration of watershed in King Garden Bay, (2) restoration
25 of mangroves throughout the Territory; because these were

1 identified as suitable projects to urgently undertake the
2 protection of the BVI's sensitive natural environment.

3 A. Um-hmm.

4 Q. The second thing that you did was under this
5 deliverable head was to conclude discussions with Power 52, an
6 entity that you had sourced in relation to the proposal to
7 establish a solar farm on Anegada and a solar panel installation
8 training programme at Lavity Stoutt Community College to equip
9 BVI Islanders with the necessary skills, and then the task was
10 draft solar panel training curriculum submitted to the Ministry
11 of Education for approval. Where did that solar panel training
12 curriculum come from? Did it come from Power 52?

13 A. It would have had to.

14 Whenever there is an ongoing programme, I think it's
15 the maritime side, so between Power 52, that was handed off to
16 the college, so they would probably be best to ask about that,
17 but it would have been between the college and this particular
18 entity.

19 Q. So, what you had was two projects identified, and this
20 is King Garden Bay and mangroves, deemed suitable for further
21 investigations, these were your recommendations, project
22 outlines need to be developed so proposals can be sought, and
23 then the BVI Electricity Corporation need to sign up on an
24 agreement on power purchasing agreement with Power 52.

25 So, those were your recommendations.

1 In terms of follow-ups, it was one down to the
2 Ministry of Education to approve the curriculum for the solar
3 panel training. And before that could be taken further.

4 A. Um-hmm.

5 Q. And in terms of the Corporation, it was for them to
6 sign the agreement with Power 52.

7 A. Right.

8 Q. So, you had effectively taken those proposals as far
9 as you could go?

10 A. Correct.

11 Q. Thank you.

12 Now, in terms of--

13 A. On Anegada and the mangroves, two of the--whom I've
14 had several conversations with regarding same or similar
15 subjects were the persons who were germane, again, in
16 highlighting and sensitising me to the restoration of both. I'm
17 particularly familiar with King Garden Bay because that's where
18 I was born and grew up, so I had certain sensibilities there
19 that has concern.

20 So, there has been ongoing to this day conversations
21 beyond the scope of this in terms of addressing those matters.

22 And as I recall, one, if not both of those persons
23 actually sat on that Board at some point. At least one of them
24 may have, don't quote me on that.

25 Q. These are the two experts you're speaking of?

1 A. Correct.

2 Q. That's Dr. Gold and Dr Titley O'Neal?

3 A. Yes, as a matter of fact.

4 Q. And when you say they sat on a board, which Board are
5 you speaking of?

6 A. I think one of them may have sat on the same, if not
7 both, on the same Climate Change Board.

8 Q. The Trust Fund Board?

9 A. Well, yeah, what they call the Trust Fund Board.

10 Q. All right. In terms of documents that you had
11 accompanying this part of your--as I think you provided this to
12 the Commission in that you had your Report, and then behind each
13 tab you produced for the Government supporting documents. Can I
14 just ask you about those, please.

15 MR RAWAT: Commissioner, this is now going to be in
16 your Part 2 bundle.

17 COMMISSIONER HICKINBOTTOM: Yes.

18 BY MR RAWAT:

19 Q. The first one we need to go to is to 3773, please.
20 Would you want to look at it, Mr Skelton-Cline?

21 A. No, I will wait for your question.

22 Q. All right. Well, it's a document headed "Virgin
23 Islands Climate Change Programme Overview", which begins with an
24 introduction about climate change in 2007, and refers to a
25 number of documents, and it then has as we go through a number

1 of PowerPoint presentations included.

2 Now, that appears to have been prepared by the
3 Ministry of Natural Resources and Labour. For your note,
4 Commissioner, the document runs from 3773 to 3836.

5 Now, would I be right to conclude that these must have
6 been the Policies that you were reviewing when you went to the
7 Ministry?

8 A. Yeah, whatever appendices there are would have been in
9 this case from the requisite Ministry and/or they had another
10 entity it could have been working with, so whatever my Report is
11 I would have attached--

12 Q. Documents that you were provided by third parties?

13 A. From those areas, yes.

14 Q. That is helpful because if we go, Commissioner, 3837
15 to 3840.

16 COMMISSIONER HICKINBOTTOM: Yes.

17 MR RAWAT: That is looks like a PowerPoint
18 presentation from Power 52.

19 BY MR RAWAT:

20 Q. So, that will be an example of a document,
21 Mr Skelton-Cline, that you've been provided by a third party
22 relevant to an area of focus, and so you provide that on to
23 Government and part of your report.

24 A. Yes, so that they will have full import of whatever
25 the offering, yes, whatever is being suggested.

1 Q. And the third document we have linked to this climate
2 change is from Caribbean WTP, which is about a--the Pockwood
3 Pond Landfill and about developing a way of reconstructing and
4 maintaining the landfill so that it can continue to be used but
5 in a perhaps less toxic way. Now, that came from Caribbean WTP.
6 It's not mentioned in your Report proper, but it appears to sit
7 under your climate change focus. So, can you tell the
8 Commissioner a little bit about where that came from?

9 A. I will tell the Commissioner this: When you--again,
10 when you live in a small town, it is announced that you are a
11 consultant, in this case a fancy title--I think it was Strategic
12 Advisor, whatever the case it is--you are flooded with calls,
13 information, everybody has the idea of something they want to
14 pitch, and you have to suss out what's credible or not,
15 differentiate, you know, who is who, and to the extent that you
16 think it's a worthwhile effort to advance, particularly if it
17 fits with whatever the Government's initiatives are, it will--in
18 my case, it will be placed as part of--it was placed as part of
19 the Report for their perusal. So, in my case--see, it's not so
20 much that I have to go out and fetch; that's part of it, but
21 equally so because it's a very small footprint, people know who
22 you are, announcements has been made, and as long as Claude
23 Skelton-Cline's name is in it, that means the Kool-Aid is real
24 sweet, then they get a hold of you, says, you know, can I have a
25 sit down, can I meet, I have this boo-boo-boo-boo, and then you

1 carry forward.

2 COMMISSIONER HICKINBOTTOM: So, this document came
3 from another organisation. You thought it was worthwhile, at
4 least, to put as an appendix to your Report.

5 THE WITNESS: Yes. And I might add, 'cause I don't
6 know, so it may also may very well have come from the
7 information that was shared with me from the Ministry proper, so
8 not because it's not directly referred to. It may very well
9 been a part of the documents that they thought was also germane
10 for any government to be aware of.

11 COMMISSIONER HICKINBOTTOM: Fine.

12 Yes.

13 BY MR RAWAT:

14 Q. The Ministry?

15 A. Yes.

16 Q. I see.

17 Amongst the material that we received from the IRU on
18 Saturday, it includes e-mails, and in June 2019,
19 Dr Titley-O'Neal e-mailed the then-Managing Director of the
20 Ports Authority with an invoice. He then raised an issue with
21 the Permanent Secretary in the Premier's Office saying, again
22 the Authority is in receipt of the following e-mail accompanied
23 by an attached invoice requesting payment for work that was
24 requested by no one at BVIPA. Please advise.

25 And the Permanent Secretary then asked you for

1 information, and you said the invoice is in regards to marine
2 engineer determining, (1) the type of sedimentation within the
3 dredging area which in turn will tell us what type of dredge
4 machine is needed, and (2) the volume of material to be dredged
5 within the specified area. Information is most critical for
6 determining costs and formal negotiations with Carnival and any
7 other cruise line interested in developing a third booth--berth.

8 But, I mean, this is something that the discussions
9 with Carnival are something we'll come back to but obviously
10 links to Dr Titley-O'Neal because--but in a different way.

11 But on what basis were you allowed as Consultant to
12 effectively incur costs and works to be paid for by the Ports
13 Authority?

14 A. I had no such authority. Well your--the premise of
15 your question is not correct. I think I was simply referred to
16 there by the PS, and I don't have the recall of particularities,
17 but I think her knowing my work from the Authority, she may have
18 very well be asking me, you know, what is it and/or--so it could
19 have been that--and/or if at that time we were at some
20 exploratory stage in finding what opportunities are there for a
21 second pier, so--but that authority would not have lied with me
22 to engage work from someone on behalf of the Government.

23 Q. Who would it lie with?

24 A. It would have to be the Ministry. I mean--

25 Q. But why would it then fall to the Ports Authority to

1 pay?

2 A. I can't speak to that. I think you said
3 Dr O'Neal-Morton originated it. So I don't know why she--

4 Q. Dr O'Neal-Morton sends it to the Port Authority.

5 A. Okay.

6 Q. The Ports Authority raises it with the Permanent
7 Secretary who raises it with you--

8 (Overlapping speakers.)

9 A. Yeah, but I should not be that at all.

10 Q. --and you explain it--

11 A. You understand, Commissioner, I should not be in that
12 conversation nor equation at all. I'm a Consultant outside of
13 the ambit and--of that. I should not be in that at all.

14 And let me be that final answer on that because that's
15 the clearest and cleanest answer. Anything else, if I was
16 helping or assisting, but to ask me the nuance and why she sent
17 it there and why the PS asked me, I should not be a part of that
18 at all. I would have had no power--

19 Q. The PS should not be even asking you. Is that what
20 you're saying?

21 A. Not based upon the path you're going down here with
22 the letter--

23 (Overlapping speakers.)

24 A. --functional purpose is I refer to you--that's why I
25 said I can see because I don't have the historical

1 particularities--I can see why she may ask, maybe from my
2 previous experience with the port and/or if the conversations
3 with the cruise line had commenced for an opportunity for a
4 second berth. So, in that context, I may very well see why it
5 would have been natural for her in the course of thing to ask me
6 if I'm aware of where this came from. But understanding that
7 and being clear also, I should not be a part of those--that
8 conversation. Both things are true at the same time.

9 COMMISSIONER HICKINBOTTOM: So, what you're saying,
10 Mr Skelton-Cline, I just want to make sure I've got it--I think
11 I have--that this, whatever it was, had nothing to do with your
12 consultancy agreement?

13 THE WITNESS: No.

14 COMMISSIONER HICKINBOTTOM: And it's been sent to us.
15 It was sent to us on Saturday with 1300 other documents, as part
16 of your consultancy documents; that's why we received it, but
17 that's wrong, nothing to do with your consultancy.

18 THE WITNESS: No. And the only stipulation I would
19 make is that the commencement, there were conversations--I don't
20 know if it was in the first six months or thereafter, where the
21 preliminary exploration of what a second bullet may entail. So,
22 if it's in that context, I can see why she they would ask.

23 COMMISSIONER HICKINBOTTOM: Thank you.

24 BY MR RAWAT:

25 Q. In the same material--

1 COMMISSIONER HICKINBOTTOM: And, Commissioner, this in
2 in their Volume 2 at page 854--

3 BY MR RAWAT:

4 Q. --there is an e-mail from you to the Permanent
5 Secretary attaching a report from April 2019 called "bathymetric
6 report for the British Virgin Islands Ports Authority", and you
7 write: "Dear PS, as promised, please see the following invoice
8 that should have been sent a month ago so as to give instruction
9 for payment from the BVIPA. I'll send the findings/report under
10 another e-mail".

11 What's that about, then?

12 A. I have no idea.

13 Q. Well, you seem to be sending an invoice that is
14 actually an invoice addressed to the Managing Director of the
15 Ports Authority to the PS so that she can give instructions from
16 the BVIPA.

17 A. I'm just as confused as you are.

18 Q. About what?

19 A. For a bathymetric report?

20 Q. Well, it's called a, yeah, a bathymetric report.

21 A. Yeah, I--

22 Q. Do you want to take a look at it?

23 A. I would need more than that, no.

24 Q. Well, if you look at it, you'll get more than that,
25 wouldn't you, Mr Skelton-Cline?

1 A. No, because I got what you got, and you're saying that
2 I sent an e-mail saying that I'm sending an invoice?

3 Q. It's at--you're attaching an invoice.

4 A. From who?

5 Q. It doesn't--from Environmental Systems Limited of
6 Virgin Gorda.

7 A. Um-hmm. That they had done some bathymetric works.

8 Q. Well, a bathymetric report just over \$5,500--just
9 under \$5,500. You--it's on 31st of May 2019. You send it to
10 the then-Permanent Secretary, and you write invoice that should
11 have been sent a month ago so as to give instruction for payment
12 from the BVIPA.

13 A. Okay. And there I may just have been a conduit
14 because of my proximity to helping to facilitate whoever was
15 stuck but I don't--I have--

16 Q. But the--

17 A. --no recall as to what that may have been about.

18 Q. So--

19 A. If it's in the context again of the exploration of a
20 second pay and any works were asked preliminary and/or existing
21 that may have already been done and the Government wanted to
22 final--or get their hands on that info, I can see why they--that
23 may have been requested.

24 But the best entity in which to speak about that is
25 the governance side. As I sit here now, I have no recollection

1 as to what the particulars of that may be and how it originated.

2 Q. Government is not the one sending the e-mail and the
3 invoice. It's you.

4 A. I understand that--
5 (Overlapping speakers.)

6 Q. You're telling Government to pay.

7 A. No, no, no. You see, that's where I don't want you to
8 misread and mischaracterize. I have no such authority.

9 (Overlapping speakers.)

10 Q. This is a letter between the two of us. I'm the only
11 one reading it. I think I have an advantage over you,
12 Mr Skelton-Cline.

13 A. Sir, just so we can get--try to be as helpful as we
14 can, my point is I do not know what the particulars are or the
15 origin of that would have been outside of what I just shared.

16 What I do not appreciate, Mr Rawat, is when you
17 ascribe to me powers that I do not have in giving directives.
18 There must have been some context in which this transpired, and
19 it could very well be where I was just being--helping to
20 facilitate whatever it is was taking place, as there may have
21 been some conversations around the Government exploring what
22 opportunities are there for a second berth. That's all I'm
23 saying.

24 Q. Well, I'll ask the Permanent Secretary. Maybe she
25 could give us some context.

1 If I can move on to the second Focus Area that you set
2 out in your September 2019 Report, which was Prospect Reef.

3 Now again you now have, as the overall project
4 objectives, to establish a branded hotel and conference center
5 with other local amenities to support the Territory's tourism
6 product at the property location of Prospect Reef. So where did
7 that Project objective come from?

8 A. That's been a project objective through several
9 Governments.

10 Q. But who gave it to you?

11 A. The people I worked for, the Government.

12 Q. Well, could you be a little bit more specific?

13 A. I don't know how much more specific. The Government--

14 Q. Well, on the last--

15 A. --of the day was the current Government--

16 (Overlapping speakers.)

17 Q. --you were able to tell us it was the Ministry of
18 Natural Resources. In this case, where did it come from? Did
19 it come from the Premier's Office or a Ministry?

20 A. Oh, I'm sorry, so you're more specific in your
21 question.

22 I think that the--the--what did you call it? The
23 Prospect Reef sits with the Premier's Office, so that's where it
24 would have come from.

25 Q. And what you've put down as your deliverables--and

1 again this is a focus which is said in September 2019 to be
2 ongoing is--and you give the context as Government is in receipt
3 of an expression of interest from Shores of Brandywine Bay
4 Limited for the development of the boutique resort.

5 A. You just changed gears. You've gone from talking
6 about the Prospect--

7 Q. Sorry, you're right, I'm reading from the wrong--

8 A. Okay.

9 Q. So, the context you give as wishes to attract as later
10 developer for the Project. You give deliverables as your role
11 is to assist the Government in developing and implementing the
12 programme of activities it required for attracting and selecting
13 a Developer For the Project and liaising with the selected
14 developer during the project cycle.

15 And then--you then put that task completed
16 was--completed amendment to the proposed request for proposal of
17 document which was then sent to the Attorney General's Office
18 for review. That to be published--the recommendation was that
19 that should be published upon approval of the Office of the
20 Attorney General and reinstatement of the Project: Prospect
21 Reef Development Board.

22 And you said the Cabinet then required to decide on
23 composition of the Development Board and the Request for
24 Proposal to be reg--to be issued once that had been
25 reinstated. So that was as far as you could take it; is that

1 right?

2 A. That is correct.

3 Q. And what you said was the public will have a 60-day
4 window to respond to the Request for Proposal once issued.
5 Evaluation of proposals should take 15 days and recommendations
6 back to Cabinet for an award. Target time frame for award is by
7 end December 2019.

8 So, does it follow, is this right, that in
9 September 2019, you were expecting Cabinet to be able to
10 re-establish the Board with the composition, that Board to then
11 decide on the proposal, for it to be taken back to Cabinet, to
12 go to the public with a 60-day window, and then when proposals
13 come in, for those to be reviewed, evaluated within 15 days
14 thereafter.

15 A. And the question is?

16 Q. Well, the question is: Was that a realistic time
17 frame. You're on 13th of September. You haven't got a
18 Development Board set up and you're expecting an award which
19 would involve a tender process to be resolved by December 2019?

20 A. I don't want you to focus on my expectation. It would
21 have been the Government's expectation, and it would have been
22 for the Government to do what needs to be done if they wanted a
23 project to come onstream by--and I suspect it will be 2020, and
24 therefore this was the window, the 90-day window, that they had
25 to accomplish those tasks was with--which was within their

1 control to accomplish. That was up to them.

2 COMMISSIONER HICKINBOTTOM: The Prospect Reef
3 Development Board, that was a board--you got reinstatement--so
4 that was a board which had existed, had elapsed, and again your
5 main rec--your first recommendation, chronologically first
6 recommendation, is for the Board to be reconstituted.

7 THE WITNESS: Yes. You can't do anything without a
8 Board, and that was clear indicated to me by the PS via the AG's
9 Office.

10 COMMISSIONER HICKINBOTTOM: Yes. No, I understand
11 that. Thank you.

12 MR RAWAT: Commissioner, for your notes, in terms of
13 the PS via the AG's Office, you'll find that in the disclosure
14 received on Saturday, Volume 2 at 955.

15 COMMISSIONER HICKINBOTTOM: Good. Thank you.

16 BY MR RAWAT:

17 Q. And the Requests for Expressions of Interest
18 which--who would have drafted that?

19 A. The Government officials.

20 Q. So, you would have got somebody somewhere in
21 Government to draft it?

22 A. But that was not to me. I don't draft that piece.

23 COMMISSIONER HICKINBOTTOM: So that would have
24 been--probably drafted in the relevant Ministry, whichever that
25 was, and then approved by the AG but outside--

1 THE WITNESS: That's correct. That's outside of my
2 ambit.

3 COMMISSIONER HICKINBOTTOM: Got it. Thank you.

4 BY MR RAWAT: And your--that, Commissioner, is at our
5 bundle 2 for today at pages 3711 to 3716.

6 BY MR RAWAT:

7 Q. The next development, which I jumped ahead is the next
8 focus area that you identified in your September 2019 Report,
9 Mr Skelton-Cline, was the Shores Development of Brandywine.

10 A. Mm-hmm.

11 Q. And you said that Government was in receipt of an
12 Expression of Interest from the Shores at Brandywine Bay Limited
13 to develop a boutique resort. Your role was to meet with the
14 representatives of the proposed developer and negotiate the
15 terms for a Memorandum of Agreement and then to assist the
16 Government in developing and implementing the programme that is
17 required for engaging the Developer for the Project and liaising
18 with the Developer during the Project cycle.

19 Could you just expand on that a little more. I mean,
20 what's the processing which you expected to be involved? You
21 were going to meet the--meet and negotiate a Memorandum of
22 Understanding. How would you then be involved in taking the
23 Project forward?

24 A. The--again, another occasion where you have an
25 unsolicited offer by developers. It happens all the time at

1 least in my course, sojourn with the Government. And they bring
2 a proposal forward, and if it's a viable one, if it fits with
3 whatever the Government's and Bay's policy or development
4 strategy policy is, then they can give a green light that says,
5 hey, let's see how far these people who they say they are, and
6 are they credible.

7 My role--see when I hear words like "negotiate", I
8 need to continue to make it abundantly clear: Those powers do
9 not lie with me. I'm a Consultant. And so whatever preliminary
10 work that I do, it is purely that to help facilitate, provide
11 information for the decisions-makers to take. I can't negotiate
12 on the Government's behalf.

13 COMMISSIONER HICKINBOTTOM: I'm sorry, I understand
14 that.

15 THE WITNESS: Yes.

16 COMMISSIONER HICKINBOTTOM: Why the question was put
17 is this is your Report.

18 THE WITNESS: Um-hmm.

19 COMMISSIONER HICKINBOTTOM: You said, well, to be
20 absolutely accurate, tasks completed, negotiated draft terms and
21 conditions to the Memorandum of Understanding, but you say that
22 wasn't you who was doing the negotiating.

23 THE WITNESS: On behalf of the Minister for the
24 subject.

25 COMMISSIONER HICKINBOTTOM: No--

1 THE WITNESS: To get one of the broad strokes terms,
2 it would have gone back to him via his PS or both directly, and
3 they would have said, you know, yay or nay about something
4 and/or they may say this group we think is credible enough,
5 we're going to invite them to caucus, and they will take it from
6 there.

7 COMMISSIONER HICKINBOTTOM: Okay.

8 THE WITNESS: There's a point in which my course--

9 COMMISSIONER HICKINBOTTOM: So, you negotiated the MOU
10 with the Developer, and then sent this off to--it's got here to
11 the Office of the Premier, and then he would either approve it
12 or not, and then it would go to the AG to approve the MOU.

13 THE WITNESS: In very broad stroke from my
14 consultancy.

15 COMMISSIONER HICKINBOTTOM: Yes. Thank you.

16 BY MR RAWAT:

17 Q. This is one where amongst the notes in your September
18 2019 Report you have put in bold capitalized letters: This
19 Project was assigned to the Consultant by the Premier on August
20 1st, 2019.

21 A. Which one is that?

22 Q. This is the Shores Development.

23 A. Okay.

24 Q. If we go, to--

25 MR RAWAT: Again we're back in the second of our

1 bundles, Commissioner.

2 BY MR RAWAT:

3 Q. But if we go at 4086, is attached to the report was
4 the note of a meeting on the 1st of August 2019 together with
5 some correspondence from the Shores Development. And on the 1st
6 of August, what you had produced is a document headed, and this
7 is what you gave to Government with your Report, the Shores and
8 BVI Government [represented by Claude] negotiating terms as
9 discussed in August 1st, 2019 meeting, and you then set out
10 agreed-upon terms.

11 COMMISSIONER HICKINBOTTOM: Yes, we needn't refer to
12 the particular terms.

13 BY MR RAWAT:

14 Q. So, you then set out various details about it, so you
15 moved quickly on that day to enter into negotiations, it seems,
16 because assigned on the 1st of August and you were meeting them
17 on the same day.

18 A. Um-hmm.

19 Q. So can you just tell who would have--

20 A. Was it assigned the same day?

21 Q. Sorry?

22 A. You said it was--

23 Q. Project was assigned to the Consultant by the Premier
24 on August 1st 2019?

25 A. Um-hmm.

1 Q. And the document that you produced to Government
2 is--speaks of a meeting on August the 1st, 2019.

3 A. Um-hmm.

4 Q. So, I'm just saying that you must have been--you must
5 have acted on the day that you were assigned.

6 A. No, but I don't want the dates. I hear you with the
7 dates, but I don't want that to throw off the toe of whatever
8 conversations that were had prior to that. That's captured
9 there as the first in terms of it being assigned specifically.
10 Go back and create some broad strokes to see what the offerings
11 are.

12 It may--it's not the case where he assigned it that
13 day. That specific item in terms of a working MOU, that may
14 have been a special assignment just to go do that, but not to
15 suggest that there was not activity prior to and coming up to an
16 MOU being drafted. Am I making that clear? There must have
17 been some kind of activities prior to an MOU. You just don't
18 jump into an MOU.

19 So, even though you're using the first day, it may--

20 Q. Dates.

21 A. Like I'm saying, even though I'm using the August 1st
22 date, it just may very well be the date where the functionaries
23 in this case--it could have been the Premier--would say we've
24 had a chance to review this. Go back and readdress what these
25 terms can possibly be. But I don't want you to take away that

1 it all happened in that one day. That would not be the case.

2 Q. So, you may have had discussions with the Shores in
3 the lead up to August the 1st, 2019.

4 A. Most certainly I would have had to. I don't see why
5 that date says it except for the fact that we talking about the
6 MOU specifically.

7 Q. Right.

8 2.4 is Telecommunications.

9 A. Mm-hmm.

10 COMMISSIONER HICKINBOTTOM: Mr Rawat, we'll need to
11 break at some point.

12 MR RAWAT: Yeah. This is as good a time as any.

13 COMMISSIONER HICKINBOTTOM: Okay. We'll break for
14 five minutes, Mr Skelton-Cline, for the Stenographer.

15 THE WITNESS: All right.

16 COMMISSIONER HICKINBOTTOM: Thank you.

17 (Recess.)

18 COMMISSIONER HICKINBOTTOM: Just before we restart the
19 evidence, Mr Rawat. Mr Olympitis, I spoke to you earlier about
20 1300 pages of documents that we had on Saturday that appeared to
21 be in less than optimal order, and you were going to investigate
22 that, and we look forward to hearing from you when you've done
23 that. This afternoon we've had, thankfully, a much smaller
24 bundle. This is the bundle of section 67 resolutions which we
25 have looked at. That appears to be in completely random order.

1 The first page is half a document, and the index is not an
2 index. It comprises one line which says resolutions past and
3 present Members. That's not an index. It's a description of
4 the class as a whole. Could you please--I know this is a
5 relatively small task, but there are 23 pages, and with respect
6 to those who I know are working very hard on producing
7 documents, it is simply not good enough to have bundles in this
8 ramshackle order. Could that please be put into proper order,
9 properly indexed and resent, please.

10 MR OLYMPITIS: Yeah, I will find out what's going on
11 and see what I can do to arrange that.

12 COMMISSIONER HICKINBOTTOM: Thank you, Mr Olympitis.

13 Mr Rawat.

14 BY MR RAWAT:

15 Q. Mr Skelton-Cline, we're back at your September 2019
16 report, and one of the Focus Areas you set out and address is
17 telecommunications, and in Appendix A to your first contract,
18 you were given the task of telecommunications, and underneath
19 said to lead on the negotiations with telecom providers for new
20 terms of service provided to the Territory.

21 In relation to this, you again set out some overall
22 project objectives. Can we take it that those would have come
23 from discussion with the Ministry under which telecommunications
24 sat?

25 A. Yes.

1 Q. You say again, as with everything else, that it's
2 ongoing. You then give the context which includes that you lead
3 negotiator for contract renewals with respect to three service
4 providers, reviewing and revising the Telecommunications Act as
5 required in collaboration with the TRC to take advantage of new
6 opportunities and other market realities.

7 Your deliverables is recorded as this: The Consultant
8 was engaged to liaise with the various service providers in the
9 Territory and identify key impediments to achieving Government's
10 overall objectives.

11 You say then the task completed, that you received a
12 briefing from the Telecommunications Regulatory Commission, RE:
13 the state of the industry. You held three meetings with the
14 consultants at the Caribbean Telecommunications Union to
15 formulate a telecommunications policy. You've reviewed the
16 draft national ICT policy document. You attended a Caribbean
17 telecommunications unit conference in Trinidad. We met and we
18 spoke about that. And you held meetings with Flo and Digital on
19 their digital transformation programme. And you then make a
20 number of recommendations, but the first one of those is
21 reconstitution of the Board of the TRC.

22 And it seems that you again take that as the first
23 step in the process of moving this area forward. Would that be
24 right?

25 A. Yes, as I understood it, nothing can be done without a

1 board when the Board is by statute--

2 (Overlapping speakers.)

3 Q. I'm sorry, finish, please.

4 A. Yeah, that nothing could be done without a board when
5 one is by statute necessary, so you have to be in place.

6 Q. So, what you say, in fact, is it actually requires
7 Cabinet to reconstitute the Board of the TRC so the work on the
8 development of the telecommunications sector strategy can
9 continue.

10 So, once the Board was set up, again, it could take
11 various initiatives forward?

12 A. Of course.

13 Q. Now, in terms of documents that you provided to
14 Government--

15 MR RAWAT: Commissioner, they will be in your bundles
16 for today, the second bundle, from--running from 4100 through to
17 4252.

18 BY MR RAWAT

19 Q. And you provided as part of your Report, the draft ICT
20 national policy, the programme for the conference you attended
21 in Trinidad, the 2016 draft ICT plan and a presentation from the
22 CTU.

23 But in effect, you couldn't take matters forward
24 further without the TRC Board being in place; is that right?

25 A. That would be correct.

1 Q. The next topic on which you--Focus Area that you set
2 out in your Report was youth empowerment, and you give there the
3 overall project objective was preparing our young people for
4 successful, sustainable future. Now, that is a broad objective.
5 Where would that have come from specifically within Government?

6 A. The Premier's Office. It was part of their manifesto,
7 as I recall.

8 Q. You then set out in terms of context, various
9 initiatives that Government had identified for empowerment of
10 youth, including a youth Land Bank, job creation and placement,
11 and that you note that overlaps with other areas such as 1,000
12 Jobs and 1,000 Days, and you say then that deliverables are
13 this: Consultant was engaged to provide organisation support to
14 youth empowerment programmes based on the priorities and
15 timelines set by the Government and the Premier. During the
16 period under review, two major initiatives were undertaken.
17 Marine tech training programmes, under the ambit of technical
18 training apprenticeship programmes and 1,000 Days and 1,000
19 Jobs. You say this is related--is a separate part of the
20 Report.

21 You then cross-refer to a number of other things but
22 you then continue in terms of tasks completed to discuss the
23 1,000 Jobs in 1,000 Days, you cross-refer that, but it's the
24 marine training programme, can I just ask you to clarify. In
25 your disclosure that accompanies this part of your Report--

1 MR RAWAT: Commissioner, this is at 3952 through to
2 3991.

3 BY MR RAWAT

4 Q. You put in, it's essentially a proposal for cruise
5 ships to recruit BVI Islanders and Belongers, and you put in a
6 draft policy and then a special law in relation to sort of
7 working on cruise ships.

8 Now, who would have drafted those documents?

9 A. It's a standard document that comes out of the--it's
10 USA base, that is United States of America base, of Florida that
11 really governs the cruise industry as to what their specs are
12 when they are recruiting non-US citizen. And so that particular
13 piece of legislation would have come from the cruise industry as
14 to what is it that is in law already, and then to the extent
15 that the Virgin Islands would have had to amend, adopt, and
16 grade whatever the functionaries of the AG would have deemed
17 best to do.

18 Q. But in terms of the proposal itself, it's headed sort
19 of recruitment and employment of crew and staff aboard cruise
20 ships, update summary. Would that have been something that you
21 would have drafted?

22 A. In terms of the idea?

23 Q. Not the idea, but the actual document itself.

24 A. No, I would not have draft that. Because is that
25 legislation?

1 Q. No.

2 A. Oh.

3 Q. There are three documents that you produced there, so
4 the first one is headed recruitment and employment of cruise
5 staff aboard cruise ships, update summary, and it's the focus on
6 BVI Islanders and Belongers getting jobs on cruise ships.

7 A. Um-hmm.

8 Q. And it's said to be--it ends with a listing of a
9 Members working group, which is the then-Permanent Secretary,
10 yourself, a leasing and marketing manager from TPPL, and then a
11 Minister Officer from the Ministry of Natural Resources, Labour
12 and Immigration.

13 A. Right.

14 Q. So, that obviously different interests coming
15 together, but the document itself, would you have drafted that
16 or would that have been the product of the Working Group?

17 A. It would have been--it should have been a combination
18 of both, including the cruise industry from where that would
19 help feed or intelligise what got into that Report, so it could
20 have been a synthesis of all.

21 Q. So, a group effort?

22 A. Yeah, you know, but again, I would have been the one
23 responsible to make sure it's reflected because it's one of the
24 Premier/Government's initiative that gained some prominence in
25 conjunction with 1,000 Jobs in 1,000 Days, that this industry

1 that we're looking to expand is one that had been untapped and
2 how we say that Virgin Islanders are not participating in that.

3 Q. You're explained in terms of it's headed special law
4 for the overseas recruitment, placement and employment of
5 seafarer, so what you would have sourced that document as part
6 of your job as a facilitator?

7 A. Of course.

8 Q. And then what there is also is a--and it's a draft but
9 it's again a policy on the recruitment and employment of crew
10 and staff aboard cruise ships and it's labeled draft document,
11 but again, would that have come out of the Working Group?

12 A. It could have been before or during. I can't say
13 definitively at this time.

14 Q. Just clarify, in terms of the marine training
15 programme, was the plan to have a training programme that would
16 help young Belongers and BVI Islanders get the skills necessary
17 to enter the cruise ship industry?

18 A. Yes, that was part of it, and the marine training.
19 There were other components, but certainly that was--

20 Q. Marine training?

21 A. Yeah.

22 Q. What are the other components?

23 A. I think it had to do with private charters, everything
24 from the care of the yacht, to the sailing of the yacht, so
25 there was a myriad of things that was envisaged as it relates to

1 that.

2 Q. And were you then therefore--I mean, that's the
3 target, so with these being part of this Working Group,
4 producing these documents, you're at the start of that journey?

5 A. Yes.

6 My job was to pull the fragmented pieces together in
7 some kind of a whole as to what it would take to advance the
8 initiative forward.

9 Q. If we move to 2.6, which is the jobs programme, that's
10 the 1,000 Jobs in 1,000 Days. Now again, that was one of the
11 tasks, specific tasks listed on Appendix A to the Contract, and
12 you were told to monitor the planning and execution that would
13 ensure the delivery of 1,000 Jobs in 1,000 Days including
14 assistance on small business development.

15 Now, I think that may be something we deal with
16 separately, but you put as your deliverable that the Consultant
17 was engaged to assist in expediting the 1,000 Jobs in 1,000 Days
18 programme, and you worked with, in terms of your tasks
19 completed, you refer to the discussions with Power 52, which we
20 have already seen under the Climate Change Focus Area, which was
21 the training programme in terms of solar panels. You referred
22 to commitments from cruise liners in terms of recruitment of
23 Virgin Islanders aboard cruise ships. So, that ties in with the
24 one that we're looking at.

25 The additional task you say is task completed was

1 working with implementation team to plan and launch 1,000 Jobs
2 in 1,000 Days. Who was the implementation team that you had to
3 work with?

4 A. There were several persons. I don't remember all
5 their names, but the Government can provide you that.

6 Q. Not so much names, as where did they can from? Which
7 bits of Government were they coming from?

8 A. I don't know that they came from Government. These
9 would have been persons within the community, but clearly the
10 ancillary bodies that assisted would have been Labour, would
11 have been the Premier's Office, those two jump out at me as
12 clear as obvious as to who would have been assisting.

13 Q. And--

14 A. I must say that they did. I'm trying to recall and
15 they did a fantastic job as I remember for that launch.

16 Q. That was the next question. In what way were you
17 required to assist in expediting the Programme?

18 A. Make it happen, facilitate. I want to overemphasize
19 that, Commissioner. You know, I'm not the man who managed the
20 port. I'm the man who lead the people who manages the port, I
21 ensure that it gets done.

22 Q. So, your job was to ensure that, in relation to 1,000
23 Jobs in 1,000 Days, that the implementation team implemented the
24 Programme?

25 A. Right. The launch takes place, et cetera.

1 Because, again you're speaking here very short
2 six-month window. And so reasonably, all you can do is the
3 initial steps within that particular timeline.

4 Q. The next part of that, and you cross-refer in your
5 jobs programme to this, small business development, which you
6 covered that as the Small Business Development Innovative
7 Business Plan. And again, it's another one which is ongoing but
8 the deliverable was that you were engaged to provide
9 organisational support to the implementation team to expedite
10 the Project. And you say you held meetings with the Steering
11 Committee established for execution of the Project. The outcome
12 of this was that this Project was registered to be launched in
13 conjunction with the Syntex symposium of the week of the
14 October 22, 2019, the week of 22nd of October 2019, pending
15 approval of junior Ministers in the trade and the Premier.

16 You say the Committee needs to ensure as the following
17 options are kept on a strict timeline and expedite work to
18 access programme funding. I think the issue around this was
19 that the funding may not--may be lost because it was coming from
20 the European Union, and it might have been affected by Brexit;
21 is that right?

22 A. That was part of the creation for the innovative lab.

23 And I must say, the more and more you query, the more
24 and more I realise how much work Grace did, but that--that
25 symposium, and I remember it being a very impactful symposium.

1 We had people from the Caribbean, we had people from the US
2 mainland. We had some people, I think, from India, and the UK.
3 So that launch, the Syntex/innovative piece was had within
4 that--within that time period, somewhere thereabouts.

5 Q. But were you, yourself, did you set up and launch the
6 Syntex symposium?

7 A. Again, Mr Commissioner, I'm the guy that makes it
8 happen. I'm not sure what Mr Rawat means in the full import of
9 his question relative to the Contract, but the short answer and
10 the real answer is that I was responsible for ensuring that it
11 happened, so whatever and whomever it is, I had to bring
12 together to make that happen, that's what I did.

13 Q. So, your role is to convene those people who will
14 then, as in this case, launch the innovative business lab or
15 launch the Syntex symposium?

16 A. Yes.

17 Q. So, you make happen the people who will then make it
18 happen?

19 A. Of course. If I were to singularly do all those
20 things within my skill set, Mr Commissioner, I would have been a
21 bad boy, bad meaning good. You've got to follow the flow of
22 this contract is to do exactly that, there are certain things
23 that's only the Government because as a decision-making body
24 that they could do. The consultancy can only go that far.

25 Q. And in terms of just finishing off on small business

1 development, was this one of the things that the Premier added
2 to your to do list or was this something you were aware of from
3 the beginning?

4 A. The--

5 Q. The small business development innovative business
6 lab.

7 A. I think that came as we--as we went along, so far as I
8 can recall.

9 Q. And what was your time frame?

10 A. Well, given the initial step contractually, we were
11 dealing with six months but, of course, you're dealing with the
12 course of a four-year minimal administration. That's the way
13 I'm sure they were viewing it. Contractually, I can't limit it
14 to just my contract as a very short period of time, so some of
15 these things would have been ongoing, are ongoing, just not
16 under my auspices.

17 Q. I'm more specifically speaking about time frame. You
18 have this added to your list as you work through your contract.
19 You are given a deadline because you may lose the funding from
20 the EU.

21 A. Right.

22 Q. So, taking those in mind, what period of time were you
23 actually working in to deliver this?

24 A. Oh, I don't recall. What date--whatever the date of
25 the symposium. I think the whole Brexit piece was coming at the

1 end of the year, so I think they had until the end of the year
2 to access some portion, in part or in full, that funding unless
3 they were going to find some other measures in which they could
4 have received the funding. I think it was towards the
5 end--until the end of the year.

6 Q. The material that you provided--

7 MR RAWAT: And Commissioner this is at 3996 running
8 through to 3993.

9
10 BY MR RAWAT

11 Q. But it seems to include documents dating from 2016 of
12 a draft Press Release, a draft timetable for innovation week,
13 and then a PowerPoint presentation on crypto currency.

14 A. Um-hmm.

15 Q. So, is this just you pulling together documents that
16 you thought Government might be interested in looking at?

17 A. Some of it. If it's crypto or Syntex, some of it
18 would be from--the short answer to your question would be yes,
19 it would have been an extrapolation of documents that helps to
20 feed whatever the initiative may have been.

21 Q. Now, the next one that you deal with is the special
22 committee on cruise tourism. Was that something that was also
23 added to your workload as a contract, was added to your work as
24 a consultant during the course of the six-month contract?

25 A. Yes.

1 Q. And who was on this Committee, the Special Committee
2 for Tourism?

3 A. You would have to look at the document for actual
4 names but I remember the cruise agents would have been on the
5 local cruise agents, and someone, I think, from TPP, Tortola
6 Pier Park. I don't know if it's the PS or an appointee sat on
7 that Committee, but it would have been from those categories.

8 Q. When you say "PS", from which Ministry would the PS
9 have been from the Premier's Office?

10 A. The Ministry of Tourism sits under the Premier's,
11 yeah.

12 Q. Again, it's given as ongoing. Your deliverables are
13 keep stakeholders in the cruise industry informed of the
14 Government's policies and initiatives; keep the Government
15 sensitised on realtime information on the industry's needs as
16 provided by the stakeholders; advise the Government on the
17 expansion of the excursion options for visitors.

18 And you say in terms of tasks completed you held at
19 least five meetings, at least one per month, with stakeholders,
20 cruise agents, TPP, and BVI Ports Authority, and the result was
21 a healthy communication channel of engagement with cruise
22 partners retaining interest in the BVI and collaborating in the
23 BVI.

24 Number two was that you did Dolphin Discovery. You
25 identified that as an important attraction for cruise tourism

1 visitors and you held meetings at Carnival Cruise Lines
2 regarding the proposed floating pier at TPP, and we will come to
3 that later on in your Report.

4 But in terms of where you're say you're holding
5 meetings, is this the Special Committee on Tourism meeting?

6 A. In reference to that, yes. That's who it would have
7 been with. And it doesn't necessarily mean it was one meeting a
8 month. It could have very well have been whenever that came on
9 stream, that was just cumulative numbers.

10 Q. And when you say held at least five meeting--

11 A. Yes.

12 Q. --open brackets, at least one per month.

13 A. Okay.

14 Q. And again, is your role simply to bring people
15 together?

16 A. No, I don't want you to say that now because you
17 underestimate my role in terms of simply to bring people
18 together. My role was once I was tasked with an assignment to
19 assist the Governor--not the Governor--the Government in
20 ensuring that they had as much information that they would need
21 to make an informed decision about taking it forward, that was
22 my role.

23 COMMISSIONER HICKINBOTTOM: Were you on the Special
24 Committee?

25 THE WITNESS: For the cruise, yes.

1 BY MR RAWAT:

2 Q. And who was there from the Ports Authority?

3 A. I have no idea. You would have to ask. You'd have to
4 refer to the minutes on that. I'm not sure. I remember someone
5 from Tortola Pier Park. The Ports Authority I'm not sure, but
6 there would have been, should have been someone. I don't know
7 who it was. The former Director or someone can probably better
8 answer that, if it's not reflected in any of your documents.

9 Q. And what you conclude in terms of recommendations is
10 maintain the dialogue with cruise partners and other
11 stakeholders. Who was going to maintain that dialogue? And
12 were you going to continue to be sitting on the Special
13 Committee on Cruise Tourism?

14 A. No, my recommendation is the Government needs to--I
15 was informing them that there needs to be a healthy
16 communication line with the industry, so whether it was me or
17 they reassigned it to someone else or--that was for them to do.

18 Q. I see.

19 So, these are all recommendations you're saying to
20 Government look, this is what you should--these are my
21 recommendations of what you should do next? They're not what
22 I'm proposing I will do next, but they are what Government
23 should do next, and if you are going to take those
24 recommendations, here are the follow-up actions?

25 A. Yeah, that sounds just about--that sounds accurate.

1 Q. Because the second recommendation you make is to
2 pursue the return of the Dolphin Discovery attraction and
3 Prospect Reef and the follow-up action you give is that Dolphin
4 Discovery would have to finalise an arrangement with local
5 partners per the conditions of the Government's trade policy. A
6 Ground Lease would be established through their local entity for
7 a quarter acre parcel of land at Prospect Reef, the former sight
8 of operations.

9 So, this was you sort of flagging up to Government
10 what might need to be done if they accept your recommendation?

11 A. Right.

12 Out of conversations with the former vendor and their
13 local partners, they would have been in tandem with those
14 conversations. Were we to return, I think that was as a result
15 of Hurricanes Irma and Maria, that caused the demise of that.
16 And so these are the conditions and terms in which we can
17 return, so it would have been--I would have gleaned from the
18 partners of that group what they were looking at to make it
19 functional and fruitful.

20 Q. The next Focus Area you had in this Report that you
21 dealt with, which appears to have been a new one, was
22 floating-pier extension. You don't say when that was added to
23 your portfolio, but can you remember when you were asked
24 to--tasked to look at floating-pier extension?

25 A. I would suspect it would have had to be within the

1 first three months or so because the Government was elected in
2 February, March, April and May. There may have been a sea trade
3 Florida cruise conference at some point that would have given
4 rise to exploring that as an option.

5 So, I suspect within that three month initial
6 three-month window.

7 COMMISSIONER HICKINBOTTOM: The note suggests that
8 you're asked to assist with this project, the BVI Ports
9 Authority Board had not been appointed so there's no Board. As
10 a subject matter expert, the consultants asked for the Premier
11 to facilitate the meetings and to assist in looking after the
12 interests of the citizens of the BVI. With a Board now in
13 place, this body is the best and most competent entity to
14 continue with this Project, especially since the Project would
15 be under the Port Authority's ambit. So that seems to have been
16 your role here. There was no Board.

17 THE WITNESS: There was no BVI Ports Authority Board?

18 COMMISSIONER HICKINBOTTOM: There was no Port
19 Authority Board.

20 THE WITNESS: Really?

21 COMMISSIONER HICKINBOTTOM: Yeah. Well, that's what
22 your note says. I think it's right, but that's what your note
23 says.

24 THE WITNESS: Okay.

25 COMMISSIONER HICKINBOTTOM: And so, you were, as it

1 were, facilitating this in the absence of the Board when the
2 Board came, when the Board was in place, then you remained
3 availability when the Board took over this Project.

4 THE WITNESS: Okay.

5 BY MR RAWAT:

6 Q. Because you see that, Mr Skelton-Cline, in terms of
7 the task completed because you say the deliverables is that your
8 role was to facilitate a meeting of stakeholders to participate
9 in said meeting and present the BVI Government with options for
10 a third berth at the location.

11 You note--and this is to give context--that one
12 company had expressed interest in the Project, and subsequently
13 a second company also had expressed interest in that.

14 Now, unless--I'm going to stop now to name that
15 company because I just need to clarify some details about it.
16 But in relation to the first, which was--

17 MS PEATY: Mr Rawat, I think it would be worth
18 checking with Mr Skelton-Cline whether any reference to the
19 company is going to prejudice any ongoing discussions as a
20 matter of commercial sensitivity.

21 BY MR RAWAT:

22 Q. Mr Skelton-Cline, I need you to now look at your
23 Report from September 13th, 2019, please.

24 MS PEATY: It may be that it's not an issue but I'm
25 just loath to tread on any relationships that the BVI Government

1 has been working hard--Mr Skelton-Cline has been working hard to
2 build.

3 THE WITNESS: Without looking, the answer is yes.

4 BY MR RAWAT:

5 Q. Why is the answer yes?

6 A. There is a second company you said that also showed
7 interest in the development of the second pier, so those
8 dealt--that initiative is still ongoing.

9 Q. For the second company?

10 A. No, for a second pier, whether it's this company or
11 whomever else comes.

12 Q. You know for the present state of the proceedings?

13 A. Kind of the present state of where they are?

14 Q. Where it's staged.

15 A. No, I do not. That would lie with the Ports
16 Authority.

17 Q. And do you know whether there's been any public
18 statements about what stage it's reached?

19 A. Not to my knowledge.

20 COMMISSIONER HICKINBOTTOM: I think we have to proceed
21 with caution.

22 MR RAWAT: All right.

23 BY MR RAWAT:

24 Q. I shall call them Company 1 and Company 2.

25 A. Um-hmm.

1 Q. But unless you have to look at the document in order
2 to identify to be sure that you know what I'm referring to when
3 I say "Company 1".

4 A. I know what Company 1 is; you said that earlier.

5 Q. You referred--all right. If you want to play that
6 game--

7 A. No, no, I'm not a player. It's not a game.

8 (Overlapping speakers.)

9 A. You referred to one company.

10 Q. Yes, but it depends on where it appears in the note,
11 doesn't it?

12 A. Yes. Well, I will follow you.

13 Q. All right.

14 Okay. You facilitated a meeting between the Special
15 Committee on Cruise Tourism, Tortola Pier Park, and Company 1 to
16 discuss the Project. You then facilitate an exploratory
17 meetings with Company 2 and the BVI Ports Authority, which is
18 attended by the Premier, and you say that Company 2 was an
19 interested developer, and a follow-up meeting was pending in
20 October, so how did Company 1 come to express an interest?

21 A. I think as I recall, that simply must have come out of
22 the conversations with the initial visit to the sea trade for
23 the Florida Caribbean Cruise Association sitting.

24 Q. Between whom?

25 A. Whoever the delegation would have been, those

1 meet--those conversations are a regular thing, so they would not
2 have been an anomaly. From my time as Managing Director, those
3 were ongoing conversations, a second pier on another part of the
4 island, so that would not have been a new conversation.

5 And it's the same four industry providers, there are
6 no new catch, no new players in the game. They're major four
7 cruise lines--all conversations I have always had with all of
8 them.

9 Q. And in relation to Company 2, how did they come to
10 express an interest?

11 A. They attend the same--they're in the business, so they
12 attend the same association--or I shouldn't say "association".
13 They attend the same conference, sea trade meetings.

14 Q. So you would have--

15 A. So--no. So, I think once I was announced, I think
16 once my consultancy was announced, made public, they would have
17 approached me on the matter of a second pier development.

18 Q. Who was "they"?

19 A. Company No. 2.

20 Q. And how soon after your appointment did they do that?

21 A. Again, it would have been within the six-month period.

22 Q. So, one company at least comes through sea trade
23 conference.

24 A. Um-hmm.

25 Q. Another one you believe approached you. You then

1 facilitate discussions between various stakeholders within those
2 companies. And at the time you do that, as the Commissioner has
3 pointed outside, the Ports Authority Board is not established,
4 but once it is established, it is for them to then take it over
5 and take it forward; is that right?

6 A. For the Government--for the Ports Authority, for that
7 body, yes, it would have been incumbent upon them to advance--to
8 advance any potential development.

9 And let me go back and say something here because when
10 you're talking about the cruise industry--specifically and given
11 my tenure as Managing Director, there is hardly anybody that I
12 did not come to know in my role as Managing Director. To this
13 day, my phone will ring, and there will be a call from some
14 cruise person who think I'm still in that role in that business.
15 So some of these relationships exist that was born out of my
16 post as Managing Director, so these characters, I will know who
17 they are. I have a working understanding of how the industry
18 works. And, therefore, with this Government and even the
19 previous one was in the best position to offer an opinion as to
20 a way that they could possibly move forward on whatever it is
21 they were pursuing.

22 Q. The next one that you deal with is medicinal
23 marijuana, and you say the overall projected--

24 REALTIME STENOGRAPHER: I'm sorry, Mr Rawat, can you
25 repeat that quote that you're quoting, please.

1 MR RAWAT: Sorry. I will start again.

2 BY MR RAWAT:

3 Q. At 2.10 in the--your Report of September 2019,
4 Mr Skelton-Cline, you deal with medicinal marijuana as an area
5 that you were tasked with, and you give as the overall project
6 objectives to establish a medicinal marijuana as a viable
7 commercial industry in the Virgin Islands. You give it status
8 as ongoing.

9 And then you give the context which is BVI wishes to
10 cash in on the benefits of early adoption and early entry into
11 the industry, and you say extensive research and exploration is
12 necessary to discover the pathways to developing this industry
13 and monetizing returns.

14 As your key deliverables, you write a consultant has
15 been assigned to assist the Government in seeking out
16 subject-matter experts, professional experts, and potential
17 investors in the industry, in this new industry. And you then
18 set out the task completed which was that you had received and
19 reviewed a proposal from a commercial interest which you
20 discovered through dialogue with industry experts. You received
21 and reviewed a legislative brief from "Meletoms" (phonetic), an
22 LPP, a solicitor retained by the Office of the Premier to
23 develop the legal and regulatory framework, and then you had
24 engaged MY JUSTICE LAW to develop a comprehensive strategy for
25 establishing the industry. And then you facilitated a

1 presentation on the required legal framework to the Premier and
2 other Government Ministers on the 1st of June 2019.

3 Now, just breaking that down, in terms of the approach
4 the commercial interests that you discovered through industry
5 experts, did you do that? Was that down to you?

6 A. The entities?

7 Q. That you speak of one commercial interest that you
8 discovered through dialogue with industry experts, which then
9 gave you a proposal. Was that you approaching them and seeking
10 a proposal?

11 A. Yes. There were--there were--and this is another case
12 even with the second pier is both end.

13 Once--again, you have people approaching you and you
14 approaching others. Part of my job, whichever way it came, was
15 to pull it together as it makes sense, whatever their history
16 are, do they have the goods, are they able to know it whether or
17 not they are to advance it in the post as an advisor to the
18 Premier, you know, you automatically get call. Some people you
19 know that have existing relationship with, others who you never
20 met but have an interest based upon when they heard announced
21 about the Government's initiative, and so it's both and in those
22 cases.

23 The medicinal piece, these are persons that we made
24 contact with out of existing relationships. The others were
25 some who just came on their own to offer proposals.

1 Q. And in terms of the legal advice, you said you got
2 legal advice from at least two law firms because the material
3 you provided under this head of focus was primarily the legal
4 advice, and also a letter from the Government of Jamaica, and
5 then medical cannabis regulations.

6 In terms of engaging that advice, was that used
7 to--advice is addressed to The Honourable Premier within your
8 scope as Consultant to go off and engage legal experts?

9 A. I would have gone off and gotten the particular
10 experts in the field who pulled together to advance to the
11 Premier, so the letter which you referred to that's addressed to
12 him, that would have been part of what I did in ensuring that
13 it's gotten to him.

14 Q. But who would instruct those experts?

15 A. Instruct them to do what?

16 Q. Well, to write an advice.

17 A. To...

18 Q. To write an advice.

19 A. That's in the industry. That's the field. You don't
20 have to instruct them. They have an interest, you have a need,
21 and I think the entity to which you're referring to already
22 doing it in the Caribbean island, so they were simply sharing
23 with us that framework, and they would have been directed
24 whether you want to officially send this because my dialogue
25 with them would be unofficial, so to speak. You want to advance

1 something, then you address it to the proper authority, in this
2 case the Premier.

3 Q. You see, the words you used was "engaged MY JUSTICE
4 LAW".

5 A. Um-hmm.

6 Q. And "engage" means you asked them to do something.

7 A. Only the Government can do that.

8 Q. They got paid to do it?

9 A. Only--only the Government can do that. If they engage
10 and getting paid, that's beyond my ambit. You have to ask the
11 Government.

12 Q. So, once again, that's the bright line for you as a
13 consultant? You can go out into their market and find suitable
14 experts, you can propose those experts to Government, and then
15 the job of government is to decide whether or not they will
16 engage those experts?

17 A. Yes, Mr Commissioner, there should be no ambiguity as
18 it relates to my consultancy. By the share structure in which
19 we operate, a consultancy--let me specific specifically of
20 mine--my concerns--can only go that far and no further. I can
21 only recommend. I can't engage. I can't obligate the
22 Government. I can't negotiate in the final analysis from the
23 Government.

24 COMMISSIONER HICKINBOTTOM: I understand that.

25 THE WITNESS: Yes.

1 COMMISSIONER HICKINBOTTOM: But the question is that
2 tasks completed, it says "engaged" the law firm to develop a
3 comprehensive strategy for establishing industry, but you didn't
4 do that? You didn't engage them?

5 THE WITNESS: Well, having engaged in terms of you
6 saying that I paid for them to do the work, no, not if that's
7 how you defined "engagement". By "engagement" we mean an
8 instruction was given, this JUSTICE LAW, whoever it is, can
9 draft said document and sent to us. I would just be
10 facilitating that process at that junction because it's not
11 going anywhere yet. These are the preliminary stages. I think
12 in this case it would have had to be handed off to Ministry of
13 Education and Culture and all that other stuff.

14 COMMISSIONER HICKINBOTTOM: Yes. Thank you.

15 BY MR RAWAT:

16 Q. The last matter that you dealt with was in your
17 report, was medical schools and the overall objective is given
18 to establishing two medical schools in the BVI, and you were
19 requested to examine the Project and determine what are the
20 impediments to moving forward, and you say you then joined a
21 team with the Permanent Secretary and the Ministry of Education,
22 Premier's private secretary to assess--assist and assess the
23 challenge for obtaining the accreditation, and then it was
24 discovered that the CARICOM framework that would facilitate this
25 project passed to the AG's office by Ministry of Education but

1 has not received a response or action as yet, so you recommended
2 a special task force from the Ministry of Education, Ministry of
3 Health needs to be established along with the Representative in
4 the Premier's Office to drive the process once the requisite
5 approvals and documentations are provided by the Attorney
6 General, and the follow-up you actually identified was for the
7 Attorney General to review that documentation.

8 So, what impediments did you actually identify?

9 A. Was that not explained in the report?

10 Q. Other than the CARICOM framework not having yet been
11 reviewed by the AG. That seems to be the only one you have
12 identified.

13 A. That would have been the impediment.

14 Q. So, it was the delay in the AG reviewing
15 documentation?

16 A. Based upon what I reported then, yes.

17 Q. And the need for a special task force, why was that a
18 recommendation? You had--the PS and the Ministry of Education
19 and the Premier meeting, you had documents sitting in front of
20 the AG which had not yet been reviewed. That was the benefit of
21 the special task force?

22 A. Somebody had to carry it forward. Once the Government
23 decides to go down that road, they have to have some entity or
24 bodies in which to carry it forward.

25 Q. So, you had, in effect, by making that recommendation,

1 if it were adopted, handed the baton on to others to take
2 forward?

3 A. As is the case with 99.9 percent of my contract
4 obligation, and would not have had any other decision-making
5 authority.

6 Q. If I could just look at, then, your second contract
7 that you entered into with Government.

8 MR RAWAT: Commissioner, the best place to find that
9 is actually in the small bundle that we have received from the
10 IRU on Saturday. If you go to page 307 in that bundle.

11 The reason for taking you there, Commissioner, is that
12 although the Commission has received copies of this contract on
13 more than occasion, we have never, despite requests, received a
14 copy of Appendix A which sets out the duties of
15 Mr Skelton-Cline, and that we find at page 317.

16 COMMISSIONER HICKINBOTTOM: Yes, thank you.

17 BY MR RAWAT:

18 Q. Now, in relation to this contract, Mr Skelton-Cline,
19 it is made on the 2nd of December 2019, so your previous
20 contract expired on the 17th of September 2019. It's made, as I
21 said, in December. It's for a period of 12 months running with
22 effect from the 18th of September 2019 through to the 17th of
23 September 2020.

24 Now, picking up on what you said last time that you
25 start working when the Contract is signed, does it follow that

1 notwithstanding that the contract is said to start from the 18th
2 of September, you would have, in fact, started working on the
3 2nd of December?

4 A. No, not in that instant, because as I recall, I
5 continued to work. There was some administrative SNAFU in terms
6 of getting the Contract, and it was what you call it,
7 retroactive to whatever the end date of the Contract would have
8 been. It was what was communicated to me, so it was that spirit
9 that I continued Grace's work.

10 Q. Were you required to submit a proposal?

11 A. No. It was a continuation. I don't recall--I don't
12 recall any specific proposal. I don't know why I would be
13 referring to a proposal.

14 Q. So it wasn't--it was just as far as you were concerned
15 being treated as a continuation of the six-month contract that
16 had come to an end?

17 A. Well, I think at the end of my first contract, I did
18 give good cause and reason given the tremendous amount of work
19 that we had done as to why the Contract should continue. The
20 Government then took it upon themselves and decide what will
21 happen in terms of moving forward. Some things, I think, fell
22 off in terms of project-specific, and it was streamlined. That
23 would have been on behalf of the Government.

24 Q. You explained that the role that you play as the
25 Consultant that every single focus area that you reported on was

1 identified as ongoing, so you hadn't actually brought anything
2 to fruition within the six months of the contract life, had you?

3 A. No. You are absolutely wrong, Mr Rawat, for even
4 suggesting that, and this is why you should ask the Government
5 to provide you in their estimation the value, the tremendous
6 amount of value, that they received from Grace in that very
7 short period that give them tremendous ammunition to move a
8 multiplicity of projects forward. So, I absolutely, out of hand
9 reject the notion and what you're suggesting is that nothing was
10 brought to fruition?

11 Q. Nothing was finished.

12 A. That's--that's--that's--that's very misleading.

13 Q. Was anything finished?

14 A. You are asking the wrong question, and once you asked
15 the wrong question, it doesn't matter what the answer is.

16 Q. Was anything finished?

17 A. You're asking the wrong questions.

18 Q. So the answer is "no"?

19 A. No, no, no.

20 COMMISSIONER HICKINBOTTOM: But all of them were
21 indicated as "ongoing", what was meant by that?

22 THE WITNESS: What is meant by that, it is now the
23 Government and not the consultancy to continue. Government
24 decisions must be "hacked" (phonetic).

25 COMMISSIONER HICKINBOTTOM: I want to get this clear

1 because you obviously feel strongly about it.

2 So, in respect of those projects, because those
3 projects are not referred to in the second contract, in respect
4 of those projects, your role was complete in the sense that you
5 had, as it were, moved them forward and given them to the
6 Government with the Recommendations.

7 THE WITNESS: Yes. I have gone--I had gone as far as
8 I could go.

9 COMMISSIONER HICKINBOTTOM: With all of those--

10 THE WITNESS: With my authority.

11 So, when ongoing, the next steps would have been that
12 the Government has to take.

13 COMMISSIONER HICKINBOTTOM: Okay, I understand that,
14 because the second contract is drafted in different terms, but I
15 understand that, yes.

16 BY MR RAWAT:

17 Q. When you said "I have gone as far as I could go with
18 the authority," was that referring back to the authority that
19 you have as a consultant?

20 A. Yes, which is no authority to make a decision. I can
21 only recommend.

22 Q. Do you know what the rationale was for extending the
23 Contract to 12 months?

24 A. Well, my rationale is I'm good at what I do. You
25 would have to ask the Government, however, what was their

1 rationale for re-engaging me.

2 Q. So, your rationale for having extended was you're good
3 at what you do?

4 A. I have brought to bear the fruit from the initial
5 first six months, yes.

6 Q. And why did Government decide to drop your monthly fee
7 to \$12,000?

8 A. I can't speak for the Government. You will have to
9 ask the Government.

10 Q. Well, did Government tell you, you're on 16,000--

11 A. No, they told me that the Contract--I'm sorry for
12 overspeaking--they said that their new terms and reference are
13 conditions to the Contract, and we believe in proposing this is
14 an equivalent sum that meets that. I agreed to that, and we
15 move forward.

16 Q. So, in terms of what you were now asked to deal with
17 was this time you were reporting to the Financial Secretary
18 directly. You would report indirectly to the Premier and
19 Minister of Finance. And then your key results areas were as
20 follows: That your title, if you like, was strategic advisor,
21 and you were to provide services of a strategic advisor to
22 assist the Government identifying and developing a portfolio of
23 revenue-generating initiatives and be responsible for developing
24 and delivering a minimum of three initiatives within the
25 12-month timeframes that will generates a minimum of \$5 million.

1 What was given as your duties were to proactively
2 identify secure, evaluate, and prioritize new portfolio of
3 revenue-generating opportunities. This will include appraising
4 the commercial and financial viability of your organisation and
5 their ability to afford to take on investment where required;
6 ensure effective information gathering and analysis conducted in
7 order to identify and maximize on all possible
8 revenue-generating opportunities and minimise any risks; lead
9 commercial and financial due diligence and prepare briefing
10 documents for consideration by the Cabinets of the Virgin
11 Islands; conduct thorough market research, financial analysis
12 modeling and forecasting, and social impact assessment of the
13 proposed initiative; prepare a concise and weekly update and
14 written reports to the Premier and Permanent Secretary to the
15 Premier's Office on the progress of the initiatives and other
16 activities.

17 Now, in terms of your skill sets, did those encompass
18 being able to do financial analysis modeling and forecasting?

19 A. When the Government--when that contract was drafted,
20 hence the because of those particular items while it sat with
21 the Ministry of Finance because the Contract was, in essence,
22 asking me to do the Ministry of Finance work in part, which I
23 was not going to do--can't do. And, therefore, as a
24 continuation from some of the revenue generators who continued
25 those to their next step should the Government via the Ministry

1 of Finance see it necessary to do.

2 The whole financial analysis and modeling would have
3 been that of the Ministry of Finance with whom I was working,
4 not for Grace to do. And I flagged that, and it was the
5 understanding this is what will need to happen.

6 Two, the Report also says something which I flagged
7 which is the weekly reports; and, in my meeting with the
8 Financial Secretary, even before it could be brought up, he said
9 to me that, you know, given the nature and the scope of what
10 you're being asked to do, it would be unreasonable--as a matter
11 of fact, he said it will be crazy to have you give weekly
12 reports. The nature of this calls for a Quarterly
13 Report--Quarterly Report for it to make sense, so let us move
14 forward in that spirit, and so that's how the genesis of that
15 contract came about and was carried out.

16 COMMISSIONER HICKINBOTTOM: Hold on a minute. You
17 said the genesis. We've got the Contract. We've only had the
18 Contract since Saturday--we've got the Contract, and Appendix A
19 compared with the six-month contract which you have explained
20 you had no operational responsibilities. Your responsibilities
21 were to facilitate and, as it were, make recommendations to the
22 Government. This contract, on its face--you say that--well, you
23 may say it resulted in some way, but on its face, this contract
24 does a couple of things:

25 Firstly, it imposes operational responsibilities you

1 to do due diligence, to conduct market research and so on.

2 It imposes an obligation on you as a contractual
3 matter to prepare weekly updates and weekly written reports to
4 the Premier and the PS on the progress of the initiatives.

5 And thirdly, it requires you to deliver a minimum of
6 three initiatives within 12 months that will generate at least
7 \$5 million, completely different sort of contract. You signed
8 the Contract--we're not talking about the genesis. This is the
9 Contract that was signed.

10 So, are you saying these things you discussed with the
11 Financial Secretary amended the Contract?

12 THE WITNESS: In terms of the reporting, yes, because
13 it was--the Contract was written in a way that was--what's the
14 word that I can use? It was not consistent with what it is I
15 was doing and was able to continue to carry out to whatever next
16 steps, namely the revenue generators. That was the key. If it
17 was, like some of the reports I gave had some marketing, a
18 couple may have had some financial modeling. Those were the
19 things I would have gotten, not because they're--it would have
20 been my responsibility to get. How I got it is not germane.

21 But the conversation I bring to bear because it
22 matters as to what the nuancing and the amendments were or the
23 understanding of the execution of their contract with the
24 Financial Secretary, so those two particular items.

25 COMMISSIONER HICKINBOTTOM: But you and, I think, the

1 Premier--yes, you and the Premier--signed the contract.

2 THE WITNESS: Um-hmm.

3 COMMISSIONER HICKINBOTTOM: So, was the discussion
4 with the Financial Secretary after the Contract had been signed?

5 THE WITNESS: My discussion?

6 COMMISSIONER HICKINBOTTOM: Yes.

7 THE WITNESS: Yes. My discussion was after, if I
8 recall correctly. There may have been one conversation prior,
9 but the bulk of the conversations were had post.

10 COMMISSIONER HICKINBOTTOM: But you signed the
11 contract.

12 THE WITNESS: Yes.

13 COMMISSIONER HICKINBOTTOM: You signed up to these
14 obligations, and the obligations are quite clear in terms of,
15 say, financial analysis modeling. It doesn't say pass on any
16 modeling you get. It's conduct, so you have an operational
17 responsibility.

18 THE WITNESS: Yeah.

19 And by the way, please understand me. I'm owning
20 that. That's my contract, so I'm not shying away from that.
21 I'm sharing with you the broader scope and understanding of what
22 transpired.

23 COMMISSIONER HICKINBOTTOM: Yes.

24 THE WITNESS: Because at the end of the day, this
25 contract on its face could not be filled in the way it was

1 thought out because the pandemic hit. So, in terms of those
2 obligations, no, I have to say that because in terms of
3 obligations, the existing namely achieving, I think it was, a
4 \$3 million revenue goal. The other entities that was brought on
5 stream by way of the consultancy was a continuation of that, and
6 those things have born fruit. They do have to quantify what
7 that amount is if they have not done so.

8 But the second thing that impeded that,
9 Mr Commissioner, was the onset of the pandemic that then further
10 amended the Contract to some other items.

11 COMMISSIONER HICKINBOTTOM: I understand that the
12 pandemic may well have had an effect on your ability to perform
13 any obligations under the Contract, but what you're saying is
14 you signed the Contract, then you had a conversation with the
15 Financial Secretary after the Contract which substantively
16 changed your obligations under the Contract in respect of what
17 you did in terms of due diligence, market research, financial
18 analysis modeling, forecasting, social impact as one group of
19 obligations which you no longer bore; and secondly, not weekly
20 update but quarterly updates.

21 THE WITNESS: Correct.

22 COMMISSIONER HICKINBOTTOM: Okay. Thank you.

23 THE WITNESS: That's what I'm saying.

24 By the way, when was that contract signed?

25 COMMISSIONER HICKINBOTTOM: The Contract was signed

1 December, but, of course, you were working under it, you say,
2 from September.

3 THE WITNESS: Yes. It was retroactive, I think, to
4 whatever the end date of the first was.

5 MR RAWAT: Commissioner, I draw your attention to page
6 310 and Clause 6.1, which required Mr Skelton-Cline to submit
7 monthly report.

8 COMMISSIONER HICKINBOTTOM: Yes.

9 BY MR RAWAT:

10 Q. So, you had an obligation of monthly but also an
11 obligation for weekly. You had not given weekly updates, it
12 seems, and monthly reports.

13 Was your approach--

14 A. The stuff would have been oral or in just in
15 conversation as any one of the officials felt necessary at the
16 time.

17 COMMISSIONER HICKINBOTTOM: Except it says "written
18 reports".

19 THE WITNESS: Yes, I see that. That's why I shared
20 with you what the amended was for out of the--born out of the
21 conversations with the Financial Secretary. That's my view.

22 BY MR RAWAT:

23 Q. But in terms of what Grace was able to do under this
24 Contract, and this Contract is with Grace Center, it's not with
25 Grace Consulting, so it's with the d/b/a, which again may be

1 this anomaly that you identified at the beginning, but the--your
2 position was I'm going to continue doing what I have been doing
3 for the last six months. That's what I'm offering you. That's
4 what you're signed up for. That's what you're going to get.

5 A. Well, not all of it, as I'm saying, a lot of the items
6 fell off.

7 Q. Okay.

8 A. But items that related to revenue generators, there
9 was some carryover from those specific--

10 (Overlapping speakers.)

11 Q. I appreciate your point, Mr Skelton-Cline, that some
12 things, as you explained to the Commissioner, had reached a
13 natural end where they had to be handed over.

14 A. Um-hmm.

15 Q. And, in fact, your obligations are very different.
16 Your obligations are to actually to deliver a minimum of three
17 initiatives. It will generate a minimum of 5 million, and what
18 you're duties and responsibilities are to proactively identify,
19 secure, evaluate, and prioritize a portfolio over new
20 revenue-generating duties.

21 So it wasn't look back at the past. It was looking
22 back--looking to the future in December 2019. But my question
23 is this that, you know, from your perspective, irrespective of
24 what's written down there as to what you are supposed to do,
25 what you were offering and what the Government signed up to was

1 a continuation of the service you had been providing for the
2 last six months, the person who goes in and makes things happen.

3 A. Um-hmm.

4 Q. That's what you were offering to them, wasn't it?
5 That's the key skill you say you have.

6 A. That's what I was offered or that's what I was
7 offering?

8 Q. No. You were offering to them.

9 A. Um-hmm.

10 Q. That's what you said time and time again. That's my
11 key skill. I go in and I make things happen.

12 A. Yes, and I take--I own that--

13 (Overlapping speakers.)

14 Q. Yeah, and--but the Government could have been under no
15 illusion that when they gave you another 12-month contract that
16 that's what they were going to get.

17 A. Yeah, they should not have been under an illusion.

18 Q. Now, in terms of the--it's signed on the 2nd of
19 December, but you're continuing working underneath. When did
20 the talks to extend the contract actually start?

21 A. I have no idea. I don't know. It would have been
22 somewhere on the heels of it ending. If a contract is coming to
23 an end and then you have an interest, it would have been on the
24 heels of that.

25 Q. One of the e-mails that we've recently received is an

1 e-mail from you to the PS, which relates to a Chief of Staff
2 role for the Premier, and you say: The goal is to integrate the
3 following in the formation of my contract with renewal and
4 extension coupled with the oversight duties and responsibilities
5 previously outlined.

6 Now, that's in late August, so at least that gives us
7 a date from whether contract discussions may have started. But
8 in terms of the reference to Chief of Staff role, what was
9 envisaged there?

10 A. Well, the best people to ask is the Government.

11 Q. But were you suggesting that you would make a good
12 Chief of Staff?

13 A. Well, I--as it relates to leadership, I would make a
14 good anything in that area, but what was--the reason why I say
15 that it's best to ask the Government, independent of what I may
16 say, is that part of the discussion was using a model. I think
17 we--I think it was Cayman where we were--there was some
18 contemplation of how do you continue to do the work that you
19 were doing, and was it--was that model a viable option given
20 that we do not--have not had it here in these Virgin Islands.

21 So, we looked, if I recall correctly, at the Cayman
22 model, so that may have been an e-mail coming out of that kind
23 of conversation.

24 COMMISSIONER HICKINBOTTOM: I'm sorry, Mr Rawat, this
25 is an e-mail from Mr Skelton-Cline.

1 MR RAWAT: Yes. It's volume 2 of the disclosure
2 received from the IRU at page 979, and to be fair to
3 Mr Skelton-Cline, I think it's in the--probably from the
4 lever-arch file that's furthest away from you, Commissioner.

5 COMMISSIONER HICKINBOTTOM: Got it.

6 BY MR RAWAT:

7 Q. You do in that e-mail refer to the model from Cayman.

8 A. Okay, so--

9 (Overlapping speakers.)

10 Q. And so if I understand--

11 A. Your correction is correct. I just--

12 Q. --that model, you mean you obviously have Public
13 Officer, but is that model sort of more focused towards the idea
14 of a Chief of Staff, which might be a political position, or is
15 it still a sort of Public Officer position?

16 A. No. That would--I don't know what they use in terms
17 of what they classified at, but it was more of a political
18 position. It was again to how do you get things done, given the
19 Government's apparatus, in a way that still works consistent or
20 in concert with, so that's--and again, it was purely
21 conversation. The Government was new. There was--they were
22 exploring some things as to what might be done to help advance
23 its initiative, so that's where that--

24 Q. Discussion emerged.

25 A. Discussion came, yeah.

1 Q. And it went no further than just being a discussion.

2 A. No, it didn't go any further, as you can see from what
3 resulted was the--

4 Q. Second contract.

5 A. Second contract.

6 Q. Right.

7 Well, if we look at your status reports then that you
8 produced under that contract--

9 MR RAWAT: And this is in the third Hearing Bundle for
10 today, Commissioner, Part 3, and that is at page 4793. You
11 turn, please, Commissioner, to 4795, you will see that there
12 are, I think, six items on which--or seven items on which
13 Mr Skelton-Cline provided to the Financial Secretary an update.

14 BY MR RAWAT:

15 Q. So the first of those--and help us with this,
16 Mr Skelton-Cline, you referred to Power 52, and you put it in
17 the context of--I mean, this is different from the layout of
18 your 2019 report because you've done a series of bullet points
19 in these update reports.

20 A. Okay.

21 Q. So the--under the heading "Power 52", you reference
22 various meetings that have been done in relation to--and you put
23 it in the context of a "1,000 Jobs in 1,000 Days" but then you
24 say the second phase is still in process, it represents a Power
25 Purchase Agreement to be signed with BVI Electricity

1 Corporation, which will result--the result of which will be
2 clean, thermal combustion waste to energy facility. Is this the
3 Anegada solar farm that you're referring to or a different
4 initiative?

5 A. No. It's the Anegada farm. It's the same initiative
6 that is ongoing.

7 Q. And you say timeline remains a moving target. What
8 was the issue around time?

9 A. What was the issue around the time?

10 Q. Yeah.

11 You said timeline will be a moving target or remains a
12 moving target. What does that mean?

13 A. Well, if there was no movement on it, they need to
14 move it. They need not drag their feet.

15 Q. I see.

16 A. But I don't know what it exactly mean.

17 But again, I really--it feels almost protracted.
18 These matters in terms of how they function lies in this case
19 now either with the Government proper or the statutory body. I
20 provide a service, and then they would then still have to do
21 what they need to do. All I can do is continue to recommend or
22 say here's a new group who can bring this development onstream.
23 These are the value-added stuff. They offered their whole
24 financial modeling, but it had to go to the Government and/or
25 its requisite body.

1 COMMISSIONER HICKINBOTTOM: Because, as you explained,
2 Mr Skelton-Cline, despite the Contract, you had no operational
3 obligations because of the variation of the Contract.

4 THE WITNESS: Yes and yes.

5 BY MR RAWAT:

6 Q. And so, taking this, this had got to the stage now
7 where it was in the hands of either Government or the
8 Corporation to take it forward?

9 A. And so that's why you should ask them about that--

10 Q. Yeah, so--

11 A. --because I can't speak to that.

12 Q. Again, you had handed that one on.

13 A. Yes.

14 Q. Right. So--

15 A. They had carried it forward from where I left it.

16 Q. So the next one that you deal with is medical and
17 recreational cannabis.

18 A. Um-hmm.

19 Q. And you say that the documents for JUSTICE LAW and
20 Miller had been forwarded to the Deputy PS in December 2019, but
21 in fact that you had obviously, actually provided those
22 documents with your September report.

23 But then what you set out was a sort of set of
24 meetings that you had in terms of discussions, really, with the
25 goal being the passage of legislation and regulations by the end

1 of April 2020. Again, was that something now where in terms of
2 next step, in terms of sort of getting legislation or
3 regulations in place, that had been handed on to others who had
4 to make decisions about it?

5 A. Yes. I would have had to hand off.

6 Q. Your third is Syntex, which is--I think you explain
7 then is establishing a place to conduct financial transactions
8 electronically, and you set out meetings that you had at
9 different times with Life Labs, PwC, and it's people who are
10 interested in working in an electronic space.

11 And you then--references, you did the Syntex
12 symposium. You explained that there was over a hundred
13 attendees, and in terms of next step you say: Continue public
14 consultation and education, establish a Syntex Committee by
15 Cabinet, develop a roadmap for digitisation of the BVI economy
16 and create regulation and a legal framework as necessary.

17 Now, does that kind of fall into the sort of
18 recommendations, follow-up actions Category as in here, look,
19 you know, I've looked at this, this is what you now need to do
20 next if you want to make decisions to go in this direction?

21 A. Yes. Well, that would always be the case on items the
22 because, again, I didn't have decision-making power. I sat--I
23 think I sat on the Syntex Committee. That was a Cabinet
24 Decision, and there were several meetings had leading up to
25 officially establishing that Committee about Sandbox and what

1 the good folk at the financial services were already doing or
2 what they had envisaged. So, there were--that was ongoing.
3 That was ongoing.

4 Q. The fourth item you highlighted in your Report at
5 January 2020 was the Shores Development. What you did was you
6 set out the note that resulted from your 1st of August 2019
7 meeting with the various details of the proposal, and you note
8 that it's in front--it's before the Premier and the matter is
9 also with the AG's Office with the intent of drafting the MOU.

10 So, again--again now out of your hands, isn't it, as
11 the Consultant?

12 A. Yes.

13 Q. You had the meeting, someone else has to draft the
14 MOU. Someone else has to agree to whether or not to take the
15 proposal forward. Someone has to decide.

16 A. Only--it's not "someone". Only the Government can
17 make those decisions.

18 Q. Now, the fifth one you wrote to relates back to
19 Company 2, and you referred to it as an unsolicited proposal
20 that came to the Office of the Premier, and that's in relation
21 to developing, in fact, a third and fourth berth in Cyril B.
22 Romney Tortola Pier Park, and you--it's essentially your--you
23 seem to be in this--where you're just providing an update as to
24 what could happen next because you say an amended proposal was
25 being formulated based on the physical and financial status of

1 the BVI Ports Authority. So this is a matter that had been
2 handed over to the BVI Ports Authority.

3 A. Correct.

4 Q. The sixth one is something that I don't think we have
5 seen in your earlier report, which is Cultural Heritage Vision,
6 and this is about enhancing tourism product by telling in--you
7 say to quote your words--institutionalizing and telling BVI's
8 story. And you say it requires a plan. And the goal was
9 develop at least three sites throughout the country, share
10 profits in a public private partnership, and objectives are to
11 create and develop a plan present and then present a business
12 case.

13 Now, presumably in terms of the goal and the
14 objectives, that came from Government to you to look at?

15 A. The cultural heritage?

16 Q. Yes.

17 A. There were some preliminary conversations, some
18 cursory conversations, and the potential developer, there were
19 conversations with that person, and so I brought it, I advanced
20 it to the Ministry of Finance as a viable pursuit that does, you
21 know, revenue generation but also simultaneously tells the story
22 of the Virgin Islands for the enhancement of our tourism
23 product.

24 Q. So, if I could summarize, what you embed in your paper
25 is a proposal from a set of consultants headed Cultural Heritage

1 Vision with a--it's an agreement between those--it proposes an
2 agreement between the Government and those consultants to come
3 up with a plan and an associated business case.

4 A. Um-hmm.

5 Q. So, in effect, were you simply the conduit through
6 which this proposal was going to be put before Government?

7 A. Right, given the scope of identifying certain entities
8 and bringing to bear potential revenue generators.

9 Q. So they had come to you and you had thought this is
10 worthwhile putting in front of Government, so I will put their
11 proposal--I'm not going to throw their proposal out of the door,
12 I'm going to put it in front of Government so Government can
13 make a decision.

14 A. Yeah, it could very well have been the case, whoever
15 approached who first, but yes.

16 Q. Because that led me to the seventh matter that you
17 address in this Report, which was cyber security, and again, it
18 seems to be that you or somebody has been approached, and tell
19 me if it's you or--it could have been you or it could have been
20 somebody else, but the--to do effectively cyber awareness
21 training and economic development and innovation, and what you
22 do, and it's the same consultant in fact--or appears to be the
23 same consultants as with the cultural heritage vision, and they
24 have a plan and a business case which you have put as part of
25 your Report. So again, is that you acting as conduit, there is

1 an approach, you agree that it's suitable to be put in front of
2 Government and you incorporate it in your status update?

3 A. Um-hmm, that may very well--whether or not they
4 approach or I identified, later came into my space for what I do
5 under that contract, so I did under that contract.

6 Q. I see.

7 I think the next report that you gave was in--this was
8 in January. You then produced a report in March 2020.

9 MR RAWAT: Which, Commissioner, is at 4395, in the
10 same bundle.

11 BY MR RAWAT:

12 Q. And again it's addressed to Glenroy Forbes, the
13 Financial Secretary.

14 Now, what you explained--and this is obviously
15 March 2020, but you explained that, since your last report, of
16 the seven items initiatives listed, only two are being
17 highlighted here with one additional prospective development,
18 and so the two that we find are, firstly, the approach from the
19 second company in relation to the development at the port, the
20 pier development, and what you seem to have done is provided an
21 update by--and you annex, in fact, to the Report a proposal from
22 that company produced in March 2020. You summarized some of the
23 figures from that report in your--from that presentation in your
24 own report in terms of potential economic benefits, and you note
25 that the full proposal was in front of the British Virgin

1 Islands Ports Authority. So it's not a new thing. It's you
2 updating the Financial Secretary with the present state of play
3 in relation to this proposal.

4 A. In relation to one of the items that would--that spoke
5 specifically to these new revenue streams, and so giving him the
6 latest status insofar as I would have been aware and which he
7 would have been equally aware as that post sits on the BVI Ports
8 Authority's Board.

9 Q. Yep.

10 So he would--as an ex officio member, he would have
11 had--either he or his Deputy would have had a direct line to
12 what was going on.

13 A. Should have, I would think.

14 Q. So, and again, but in terms of the nuts and bolts of
15 this, by this time, it is out of your hands as the Consultant.

16 A. Once it gets to the Board to decide, yes.

17 Q. And as we've seen, by September 2019, there was a
18 position whereby it could be--the Board was back--it could be
19 properly taken forward by the Board as it needed to be done.

20 A. I would think so. I'm not sure what the timeline was
21 or there was a lapse, but at some point it would have had to
22 gone to the Board for whatever next steps, and that would have
23 been beyond me.

24 Q. The second point that you raise, the second one was
25 the Shores at Brandywine, and you set out there again an update,

1 so this is one that we've encountered before, but you provide a
2 sort of update of the, embedded again in the paper, the sort of
3 obligations placed on Government and the Developer.

4 You say that the Government has since laid out in a
5 Cabinet Paper format the obligation of both entities. You've
6 provided the Deputy PS with the details of the principal
7 negotiator on Shoreside. There was a site visit on Tuesday,
8 March 3rd, 2020. Was that the site visit that you would have
9 done or was it by now getting into the sort of details whereby
10 it's inappropriate for a consultant to be involved?

11 A. At the site visit?

12 Q. Yeah.

13 A. I don't know--I know I visited the site, but which
14 date, I don't recall which date I visited.

15 Q. Yeah. But I mean, where there's also you say next
16 step is signing of the MOU document.

17 A. Um-hmm.

18 Q. But it's just in terms of understanding that line that
19 you cannot cross as a consultant--

20 A. Um-hmm.

21 Q. You've done the initial negotiation. We've seen that.
22 You've handed that on to Government to make a decision. We've
23 seen that. But you can't--I mean, you're hitting the line,
24 aren't you? You--it's not for you as the Consultant to start
25 making decisions for Government, start drafting MOUs. That's

1 for others.

2 A. Of course not. That would have never been the case.

3 Q. The new matter that you point out is a hotel using,
4 and I'm going to say it's a different name company but tell me
5 if I'm wrong in this, but it's a company linked to Company 2 in
6 terms of the port; is that right?

7 A. The boutique hotel?

8 Q. Well, no, this is a business hotel, and on the paper
9 it appears to be as a business hotel linked to Company 2 that
10 was involved in the berth at the pier.

11 A. Yes. There was some Expression of Interest. I think
12 Once I brought that forward, the Ports Authority or maybe
13 Tortola Pier Park, one of them, whoever--whichever ambit is what
14 I knew it was in--I was aware there was an advance, and there
15 was some expression of interest that was set.

16 Q. So, once you'd brought Company 2 into that ambit of
17 let's call it the "Berth Project", that then triggered a--some
18 discussion and then led to an Expression of Interest in relation
19 to a hotel.

20 A. No. The business hotel concept was Tortola Pier Park
21 proper. They have a space there that is required to be
22 developed per the existing berthing arrangements.

23 So, in identifying or understanding of, one, how do we
24 fulfill the berthing arrangements with a restaurant and whatever
25 else, but how best to use that piece of land vertically, and

1 that's where I gave them the idea that they might want to
2 consider, based upon the needs of the country, the main island
3 Tortola, and the need to fulfill this restaurant per your
4 berther arrangements, you could kill two birds with one stone by
5 just putting out EOI and to see who responds, and, to my
6 knowledge, they did, and I think they had three or four
7 respondents of which Company Number 2 was one of the
8 respondents.

9 MR RAWAT: Commissioner, for your notes, in this
10 bundle, you'll find that detail at 4485 in terms of the
11 Expression of Interest.

12 COMMISSIONER HICKINBOTTOM: Thank you.

13 BY MR RAWAT:

14 Q. If we move on, Mr Skelton-Cline, to the Fourth Report
15 that you then put out, which was in--it's the Fourth Report
16 you'd issued during the lifetime of the Contract, the third
17 under the second contract, but it's in June 2020?

18 MR RAWAT: Page 4551, Commissioner.

19 BY MR RAWAT:

20 Q. Now, then, in this Report, you deal with four matters.
21 The first one is the Safe-Haven Programme, which you explain is
22 obviously as a result of the pandemic, and essentially a sort of
23 a working group is established to see or investigate whether the
24 BVI could become a safe haven.

25 Now, were you--I mean, you say we were tasked with

1 formulating a Working Group. So, was your job as the Consultant
2 to establish the Working Group, or were you just invited to sit
3 on the Working Group?

4 A. I think this is where the whole dynamic--this is a
5 result, I should say, of how the dynamics change on the ground
6 in terms of some repurposing of some of the things I were
7 doing--I was doing even under the Contract. So I think I also
8 sat as a secretariat on a couple of those Boards out of which
9 some of these things were born, so that's the full context of
10 that, the vision--or not the vision but the purpose--you know,
11 we pivoted, given what became necessary on the ground due to the
12 pandemic, so this is a result of one of those things.

13 Q. I understand that but--and I'll come back to being on
14 a secretariat shortly. But it's just this is Working Group
15 because what you described the Working Group is it has
16 representation from various islands.

17 A. Um-hmm.

18 Q. Right. And so--but it's--but one can read what you
19 wrote in two ways. You write: We were tasked with formulating
20 a Working Group. It's either the consultancy is told, Go and
21 formulate a Working Group; or the consultancy is told, Join a
22 Working Group. Become part of a Working Group.

23 A. No.

24 Q. So, which one was it?

25 A. We were tasked with coming up with a Working Group

1 that can bring about--that can bring to bear at stages. It was
2 not difficult because we already had existing Working Groups
3 trying to address this matter.

4 Q. And so, how did--well how did that work together--

5 A. Officially.

6 Q. Well, so unofficially you had Working Groups--

7 A. We already were working on.

8 Q. Working on. Were you part of those Working Groups?

9 A. Yes.

10 Q. Right. So you've got unofficial Working Groups
11 working on the same issues. You're tasked with formulating a
12 Working Group.

13 A. Um-hmm.

14 Q. How did you reconcile the two?

15 A. I don't need to. Once you--you see, again, in the ebb
16 and flow, we know what their need is. The Contract and the
17 function is being repurposed. You know, it's a matter of make
18 sure you all get this in place, and the requisite stakeholders a
19 good grasp of all who need to bear their point of view is had,
20 so that you get the best result of what a safe haven may look
21 like.

22 And this particularly is a group I would have been
23 working with from the onset of the new Government coming into
24 power: Outer islands, sister islands, I should say, brothers
25 and sisters, particularly those on the high-end of the industry

1 would have been all a part of what is being described here as a
2 Working Group.

3 So coming out of one of those meetings with Government
4 would have been the directive, you know, continue a Working
5 Group, get a Working Group going, persons that you can all meet,
6 they appoint from the private sector, and you appoint from the
7 Government sector to make sure that this can be brought to bear.

8 Q. But did you end up with a Working Group, or did you
9 just simply continue a Working Group that was already there?

10 A. No, there were--there was, if I recall correctly,
11 there were Working Groups. There were several groups addressing
12 these matters.

13 COMMISSIONER HICKINBOTTOM: But this is was a Working
14 Group to develop a plan for anticipated re-opening of the
15 borders.

16 THE WITNESS: Yes. Um-hmm.

17 COMMISSIONER HICKINBOTTOM: Yes.

18 THE WITNESS: Yeah. But particularly the safe haven.
19 But the target was to first start in a first phase with our
20 sister islands that were more isolated--

21 COMMISSIONER HICKINBOTTOM: Yes.

22 THE WITNESS: --and the people that still had access
23 to the country through private jets, et cetera, et cetera, so
24 there was a little bit more specificity for this
25 particular--that particular phase.

1 COMMISSIONER HICKINBOTTOM: No, I understand that, but
2 this was a post-COVID initiative.

3 THE WITNESS: Yes, this was the--yeah.

4 BY MR RAWAT:

5 Q. What you then go on to deal with is you give an update
6 as to Company 2 in the MOU, and you say that there are,
7 effectively keeping it brief, ongoing negotiations.

8 And, in fact, you then annex that MOU which--a draft
9 MOU to your Report, and it dates from the 12th of March with one
10 that you had provided before.

11 You then give an update on Tortola Business Hotel
12 linked again, as we've said, to Company 2, but you make the
13 point that now the matter is before the BVI Ports Authority, so
14 again not something for you.

15 But the new thing that you bring--you mention is
16 Tropical Ocean Airways, and you say they've been brought to the
17 front burner, and you attach a proposal from them as part
18 of--one of the attachments to your Report. But in terms of--was
19 that in terms of sort of--what you is: The entity is now in
20 negotiations with BVIPA for a landing and docking station, that
21 they receive a requisite license. So again, in terms of a
22 project, was that one that had already in effect gone beyond the
23 line that a consultant can't cross because the entity was
24 already having specific discussions with various Boards?

25 A. Yes, under Grace yes to the first part of your

1 question. The reason why it came back to the front burner,
2 because here again, how do you--your question, how do--your
3 question under the safe haven component, how do we get persons
4 into the country, avoid maybe Terrence B Lettsome Airport and
5 have a direct flight into our sister islands that minimize any
6 contracting of the virus which at that point, you know, we
7 neither had a vaccine for nor fully understood.

8 So, the reason why there is some notation as to why it
9 was brought back to the front burner, this would have become
10 another mode of transportation.

11 COMMISSIONER HICKINBOTTOM: This is again becomes a
12 post-COVID initiative.

13 THE WITNESS: Correct, to be used to bring persons--

14 COMMISSIONER HICKINBOTTOM: Safely to the sister
15 islands.

16 THE WITNESS: Yes.

17 MR RAWAT: Commissioner, if I could ask at this point
18 just for a short five-minute break just for Mr. Kasdan.

19 COMMISSIONER HICKINBOTTOM: Yes, certainly.

20 Five-minute break, and then we'll come back and
21 complete your evidence. Thank you, Mr Skelton-Cline.

22 (Recess.)

23 COMMISSIONER HICKINBOTTOM: We're ready to proceed.
24 Thank you, Mr Skelton-Cline.

25 Thank you, Mr Rawat.

1 MR RAWAT: Commissioner, I think we're still in the
2 Hearing bundle at Part 3.

3 COMMISSIONER HICKINBOTTOM: Yes.

4 BY MR RAWAT:

5 Q. But if we go to 4818, please, Mr Skelton-Cline, a I'm
6 just going to take you just through some questions arising from
7 the third contract you entered into with Government. So, this
8 is the one that covered the period from 2020 into 2021, and so
9 it's a contract that was signed on the 26th of November 2020 but
10 ran, in fact, from the 18th of September 2020 through to the
11 17th of September 2021.

12 Was this contract intended to have retrospective
13 effect?

14 A. It was signed in September?

15 Q. It was signed in--on the 26th of November 2020, but
16 its duration was 18th of September 2020 to 17th of
17 September 2021.

18 A. It sounds that way. I will to refresh my memory.

19 COMMISSIONER HICKINBOTTOM: There wasn't a gap in the
20 consultancy, the work that you did.

21 THE WITNESS: I don't--I don't think so. Not to my
22 knowledge. I thought the gap was in the first one.

23 BY MR RAWAT:

24 Q. You've explained that, but--

25 (Overlapping speakers.)

1 Q. Here it's two months. As far as you remember, you
2 just carried on working as a consultant?

3 A. Yeah.

4 Q. In terms of what your duties were, we see that you
5 were required in terms of Appendix A which is at 4830.

6 COMMISSIONER HICKINBOTTOM: Is this the same as
7 Appendix A of the second contract?

8 MR RAWAT: Yes. It's the same wording.

9 COMMISSIONER HICKINBOTTOM: I'm not sure we are going
10 to get very far with this, Mr Skelton-Cline, but the wording is
11 the same. These operational obligations are you. You say that
12 they were varied after the second contract via conversation you
13 had with the Financial Secretary. There was a clause in the
14 contract to say that no amendment was valid or binding unless
15 it's made in writing and signed by the parties, but we are where
16 we are. As I understand it, you still say that--you still say
17 that no operational obligations fell on you.

18 THE WITNESS: No. And Mr Commissioner, that would be
19 reflected someone is offering a conversation, but in the
20 practice as to what was carried out, namely that the reports in
21 the timeline that was given, that's what--

22 BY MR RAWAT:

23 Q. You carried on operating as per the second contract in
24 terms of timeline for reports. Your understanding was that it
25 was an obligation on you to submit written reports on a

1 quarterly basis.

2 A. On quarterly basis.

3 Q. And that's what you continue to do?

4 A. Yes. And that's what they continue to accept, and
5 that's how I continue to be compensated for the work that I was
6 doing.

7 Q. But I will ask this once we get through the next two
8 reports. If we look at your next status report, which is 4577,
9 please, Commissioner. This is your Report of December 16th,
10 2020, Mr Skelton-Cline, and you deal with, I think, six matters.
11 The first is aquaculture. You don't discuss this at all in the
12 Report. You merely attach the proposal, which, Commissioner,
13 you can find at page 4583, and it's a proposal written by
14 someone--another individual who makes in terms of next steps, if
15 a proposal in terms of if the concepts were developing, the next
16 steps should be. Is this another example of someone getting in
17 contact with you and then you receiving a proposal that they
18 have drafted, and you think, "Well, I don't have to address it
19 in the Report but I will still put it in front of government"?

20 A. Yes. That one in particular because that--around that
21 time--that's December, you say?

22 Q. It's--the Report is December 2020.

23 A. 2020. I think there was--there was quite a bit of
24 discussion around the whole matter of food sovereignty and
25 coupled with the fact that how are we going to tap into the

1 marine sector with the fisheries. So, out of that, I took on a
2 few meeting with this particular entity, one particular
3 gentleman, who was experienced with extensive sojourn here in
4 the Virgin Islands, and so that was the result putting forth the
5 progress I asked for coming out of the initial meetings as to
6 what that might look like, so that's what you would see there in
7 the Report.

8 Q. Jumping back into the report at 4580, the next point
9 you deal with is an update on safe haven, you call it "Safe
10 Haven Part 3", but it's essentially the text with a couple of
11 additions, including a reference to the Economic Advisory
12 Council, which I will come back to. The text mirrors that which
13 we had seen on the previous report, and Commissioner it's at
14 your page 4511. So, that's an update on safe havens.

15 You then give in relation to Company 2 in the
16 MOU--this is the Berth Project--you repeat the text from the
17 previous report but you then give an update in terms of progress
18 on the MOU, but again, not a matter for you as Consultant. It's
19 just simply updating Government what's going on.

20 A. Right, and that's because--that particular project
21 which I still do believe is a viable--that we as a country
22 should make our due diligence to help expand and enhance the
23 whole cruise tourism product, and increasing the numbers of
24 passenger count particularly from the European side of the
25 equation. So that remains, I think, a very important--but it's

1 incumbent upon the Government and bodies still to carry that
2 out.

3 Q. What you attach for the recipient of the Report was
4 the draft MOU that you had, which was a copy you attached to
5 previous reports, but you move on then to deal with Tropical
6 Ocean Airways, and again you repeat the text that we had seen on
7 the previous report which begins it has been brought to the
8 front burner, and you give the context.

9 But what you then do is give an update in terms of
10 progress and the state of play of that Project, but again still
11 not something that you can be involved in as Consultant?

12 A. Which part?

13 Q. Tropical Ocean Airways.

14 I mean, where it's at is floating dock has been
15 procured and flights are scheduled to commence, and you give a
16 date. Now, that's again going back to your point about what a
17 consultant can and cannot do at this stage of the Project in
18 terms liaising with Statutory Boards for this license or doing
19 or whatever, that's not something you can--that's not the
20 minutiae of a consultant's work, is it?

21 A. Not in terms of decision, but some of those things
22 will come back just for maybe helpfully broader contexts. Some
23 of those things will bounce back if the particular entities ran
24 into some SNAFU or some wall as to why things were not moving.
25 It may have come back to me to say, "Hey, you know, we're

1 getting nowhere with this, can you look into doing something for
2 us", or something like that. That may be something of what's
3 happening there.

4 Q. So, even where the project is not taking--not speaking
5 of this specifically, but when a project has been moved along
6 the conveyor belt, so to speak, you may still be brought in if
7 there is some sort of impediment that has arisen as a
8 facilitator to try to get things moving again?

9 A. Yes, to see what's happening on the Government side or
10 vice versa.

11 Q. The next one you give is an update status as to
12 progress, really, in terms of the business hotel, and I will not
13 be too specific for reasons that have been canvassed, but in a
14 sense what you are able to update the Financial Secretary who
15 would know about all of these is that the Project is on course
16 and is being progressed, effectively it's going through a tender
17 process.

18 The next thing that you add which is new is the
19 Economic Advisory Council, and what you attach--and
20 Commissioner, I think what looks to be the charter instrument of
21 the Economic Advisory Council, and that's 4588, Commissioner,
22 and that's a document that was created in November 2020.

23 So, was the Economic Advisory Council set up in
24 November 2020?

25 A. I'm not sure what the date was, but it was set up by

1 the Office of the Premier, a group of stakeholders to identify
2 several drivers, given the new state of affair with the pandemic
3 and how we come back out of this. And it was at that time we
4 pivot even more in terms of repurposing my contract to sit as
5 one of the Secretariats with that Committee. So, what you see
6 attached there is the fruit that came out of the Committee's
7 efforts, their deliberation as to how it can be solidified, and
8 later on I think it should have been in the reports what some of
9 those items we identified that we could move on.

10 Q. When you say this Committee that led to the
11 establishment of the Advisory Council?

12 A. The Advisory Council, if I recall, was established by
13 the Premier's Office.

14 Q. Right.

15 A. Um-hmm.

16 Q. So, when you're referring to "Committee", are you
17 referring to the Council?

18 A. Yes, the Council. I'm sorry, I said "Committee", I
19 meant the Council.

20 Q. I mean, you don't in this report discuss the Advisory
21 Council at all. You just simply attach the charter, but we can
22 see that if we go, Commissioner, to 4625, which is the last
23 report that we have from you, and it's dated the 19th of
24 March 2021, and it's addressed to now it's Mr Frett as the new
25 Financial Secretary.

1 A. Um-hmm.

2 Q. What you do is you in terms of your update--

3 COMMISSIONER HICKINBOTTOM: Sorry, which page,
4 Mr Rawat?

5 MR RAWAT: 4365, please.

6 BY MR RAWAT:

7 Q. It's a short status report focused upon the Advisory
8 Council, and you explained that you're one of two makes up the
9 Secretariat to the Economic Advisory Council, and you speak of
10 the mandate the Premier has given it, and you says that the
11 Board has produced an extensive report. And, in fact, you
12 actually annexed that report to your two-page status report, so
13 it's a document which runs to many tens of pages, and it runs
14 for your note, Commissioner, from 4655 through to 4751, so
15 nearly 200 pages of document the Economic Advisory Council.
16 But as I said, you produced a short report of two pages. The
17 first one is I'm now on Secretariat of the Economic Advisory
18 Council, and the second is to give an update on the progress in
19 relation to the MOU between Company 2 and the BVI Ports
20 Authority.

21 Now, the focus that you point to is that you're now on
22 the Secretariat of the Economic Advisory Council. You seem to
23 suggest just a moment ago that that was as a result of
24 repurposing of your contract.

25 A. I used that term, yes, during the COVID.

1 Q. Yes, but--but are you--I mean, is it a separate role
2 from being a consultant under this Contract?

3 A. No. It's under the auspices of the Contract.

4 Q. I see.

5 So, in terms of your being paid, you're not paid
6 separately to be on the Economic Advisory Council?

7 A. No.

8 Q. What money you might have received is under this--

9 A. Under that auspice, right.

10 Q. Right.

11 Now, what we have seen, then, is for the Contract--the
12 third contract has the same terms, the same obligations on you
13 as the second contract. You say it's repurposed. Who
14 repurposed the Contract?

15 A. On this matter, the Premier--again, he would have the
16 liberty to, via the Ministry of Finance, to in this case of the
17 Economic Advisory Council would like for you to sit on this
18 Council and ensure that A, B, C happened with, you know, the
19 group for what we were trying to accomplish, which was in this
20 case (1) the home safe havens piece for the other group, (2)
21 this particular Council is to identify and bring forward what
22 revenue generators we could act upon now.

23 I think--this is November, you said? Some of them
24 would have--the intention was to help some of them to feed into
25 the upcoming budget deliberation.

1 Q. The--we're now in March 2021.

2 A. March?

3 Q. The--

4 A. That's where you got the Report?

5 Q. Let me break it down for you.

6 Your Report of December 2020 attached the charter of
7 the Economic Advisory Council which was produced in
8 November 2020.

9 A. Got you.

10 Q. When we move to your next report, which was in March
11 2021, you attached a number of documents. The first document is
12 the memorandum in relation to Company 2 and the BVI Ports
13 Authority. But then there is this extensive document which is
14 linked to--and it's headed the "draft". It's got a provisional
15 date on it of March 2021, but it's stamped through a draft, but
16 it is a combination of a main document and a number of
17 appendices. But as we've said, I think on my poor math is
18 nearly 200 pages.

19 A. Um-hmm.

20 Q. So, you don't explain the document in your status
21 report but you do append it.

22 Just so we're clear, in terms of repurposing the
23 Contract, a "repurpose" means let's do away with what you are
24 doing, and this is now you're going to do something
25 different--that's one possibility--or is it an echo of your

1 first contract where you were given an additional task?

2 A. I think it's more accurate--what both things may be
3 true because again there was some changes in terms of
4 expectation given the COVID impedimism it brought to bear. I
5 used the word "repurpose" in that sense which would be true, but
6 also it would be equally true is that the result of that
7 repurposing was one of these function as a Secretariat because
8 that was not the only one. There was another Council that
9 escapes me now as to what the name of that was, and the
10 appendices was the case because I think the then-Financial
11 Secretary also was on that original Council or they may have
12 been code-sharing that Council.

13 (Overlapping speakers.)

14 A. Right, so I was not part of that one, so there were
15 two, and there was some similar names, and one ultimately, I
16 think, may have merged into another, but I can't speak
17 accurately on that, and is best to posit that question with
18 them.

19 Q. But in terms of the matters that you had looked at
20 over three contracts--

21 A. Um-hmm.

22 Q. --starting that the various things, is it fair to say
23 that some of those matters were now--in terms of sort of topics,
24 let's say climate change or, you know, tourism, cruise ship
25 tourism, et cetera.

1 A. Um-hmm.

2 Q. A branded hotel at Prospect Reef. Were those coming
3 now under the umbrella of the Economic Advisory Council and its
4 work?

5 A. Well, some of them were going to just because of the
6 nature of what they were. They all had to do with the stimuli,
7 what are these things that would help to stimulate the economy,
8 so development proper would always have been a part of that, so
9 some of those initiatives would have overlapped, let me put it
10 that way. They would have been glaringly obvious, so there was
11 Prospect Reef or another business hotel or--

12 COMMISSIONER HICKINBOTTOM: They fall in the Economic
13 Advisory Council?

14 THE WITNESS: They would have--they would basically be
15 overlapping--they would have submitted the entities saying same
16 thing.

17 COMMISSIONER HICKINBOTTOM: Yes.

18 What I'm struggling with a bit is to try and assess
19 the work that you're actually doing, and you described the
20 work--I mean, including, for example, being part of the
21 Secretariat for the Economic Advisory Council, in fact, in your
22 last report that's it--that's the main thing for the
23 quarter--with your contractual obligations.

24 Now, your contractual obligations were really
25 threefold: One, operational things, which we've discussed, and

1 you said that those were not--although in your contract, you
2 were not--you consider that you had agreed with the Financial
3 Secretary orally that those would not form part of the Contract,
4 those operational aspects.

5 Secondly--and this was the key one--that you were
6 responsible for delivering a minimum of three initiatives within
7 the 12 months that would generate a minimum of \$5 million.

8 Now, my understanding of your evidence is that that's
9 just been sort of swamped by COVID.

10 THE WITNESS: To a large degree.

11 COMMISSIONER HICKINBOTTOM: Because it's just--because
12 as I understand your reports, you haven't delivered any--let me
13 put it neutrally.

14 No revenue-generating initiatives have been delivered,
15 but that is as a result of COVID?

16 THE WITNESS: The result of COVID was determined the
17 Government, as I understood it, moving those things forward.
18 That's true. What's also true is some of the same developers'
19 entities remained in tow and are still active to bring it to
20 bear in the 12-month period. You follow what I'm saying? But
21 it was only up--it was only to that point I could act. The
22 Government would still of still need to act on those things, the
23 business hotel, Prospect Reef, the crise bay development, shore
24 development, the solar farm, you see?

25 So, there needs to be a quantified, based on what has

1 done, it may be helpful as the Government to quantify those
2 things and offer their explanation as to what transpired there.

3 COMMISSIONER HICKINBOTTOM: I understand that some
4 these initiatives may, in the future, bear fruit in terms of
5 income. That's not what the Contract says. The Contract's
6 quite clear that within the 12-month time frame, \$5 million will
7 be generated. That has not happened. I understand COVID has
8 eliminated probably the possibility of that happening but
9 certainly reduced the possibly, but that hasn't happened.

10 In terms of obligations, operational obligations, you
11 don't recognize because the Contract you say, has been varied.

12 Secondly, generation of minimum income, that's not
13 been achieved; and, as I understand it, that's not going to be
14 achieved.

15 So, the third thing is that the working on the
16 portfolio of new revenue, and that's mainly has gone now to the
17 Economic Advisory Council. Now, I appreciate you have got other
18 things, you've got the Secretariat of the Economic Advisory
19 Council, which is you're doing under the umbrella of this
20 Contract, that seems to me to be an operational matter, but be
21 that as it may. So, there are other things that you are doing.
22 But what you are doing seems now very far from what the Contract
23 requires you to do.

24 THE WITNESS: No to your last part. You said the
25 revenue things went off to the Economic Council? My response to

1 that would be "no", they didn't go off there. The Economic
2 Council doing its work did not prohibit nor inhibited me from
3 continuing to work on the revenue-generated entities that I was
4 working on.

5 COMMISSIONER HICKINBOTTOM: But those are now in the
6 hands of the Government.

7 THE WITNESS: Yes.

8 COMMISSIONER HICKINBOTTOM: So, there is no work to do
9 from you because they're in the hands of the Government.

10 So, I am just trying to work out the correlation
11 between the obligation that you've got under the Contract and
12 what you're actually doing.

13 THE WITNESS: It's not hard to work out, Commissioner.
14 The Government issued a contract which I signed that there would
15 be a certain quantum fulfillment within annum, but part of that
16 fulfilling of the quantum in the annum is the Government's
17 responsibility. It can't be exclusively mine because I can only
18 go that far and no further. That's a case for you to deal with
19 the Government in how they drafted the Contract, not to put that
20 onus to Grace to explain why (a) or (b) didn't happen
21 because--because both entities, on the face and on the substance
22 of it, would be needed to fulfill that contract even in the best
23 of times. Even if there was no COVID, the Government had a role
24 to play in helping to bring to bear the \$5 million minimum or 10
25 or whatsoever they may choose to bring.

1 So, I don't step that Grace exclusively was
2 responsible for that. It would be unreasonable and--it was an
3 expectation that could not have been met because Grace would
4 have had no such power.

5 COMMISSIONER HICKINBOTTOM: Okay. Thank you.

6 Yes, Mr Rawat.

7 BY MR RAWAT:

8 Q. Picking up that point, Mr Skelton-Cline, you just said
9 that's what you were required to do under Appendix A. You say
10 Grace had no power to do those things but that's the Contract
11 you signed.

12 A. In whole. It's contract I signed in tandem with the
13 other party. It's not a one-person contract. This is an
14 obligation--

15 (Overlapping speakers.)

16 A. No, you see, it will be an irrational discussion,
17 Mr Rawat, because on the face and in fact the consultancy cannot
18 do on its own what the Government placed in its own contract.
19 The Government has a role to play.

20 Now, you can call it a bad-worded contract, you can
21 call it that, but what I don't want--what I'm pushing back
22 against is the notion that Grace did not, in full, fulfill its
23 obligation when Grace, in fact, could not, in full, but only in
24 part fulfill its obligation because the other party had a
25 major--as a matter of fact, had the major role to play.

1 COMMISSIONER HICKINBOTTOM: Can we put it because I
2 completely understand that point. Can we put it like this, that
3 whoever's responsibility it was for delivering the money of the
4 minimum income, it has not been delivered. You said all of
5 these things are in the hands of the Government, there is COVID
6 which as another factor. I'm not seeking to put blame on
7 anybody, but the money has not been--the income has not been
8 raised.

9 THE WITNESS: I wouldn't say that. That question
10 needs to be posited to the Government to know what has been the
11 result of any of--

12 COMMISSIONER HICKINBOTTOM: I'm sorry, perfectly fair
13 point, Mr Skelton-Cline. You're not aware of any income that
14 has been raised? You may say, "I wouldn't be", but you aren't
15 aware of any income that has been raised through any of the
16 initiatives?

17 THE WITNESS: What I would say is that the Government
18 is best-suited to respond to your question.

19 COMMISSIONER HICKINBOTTOM: But--

20 THE WITNESS: I want to be--I'm not privy to that.

21 COMMISSIONER HICKINBOTTOM: I think you're saying not
22 just their best only they can answer that question.

23 THE WITNESS: Yeah, because I would never, under any
24 circumstance, know what the Government has raised just on the
25 whole.

1 BY MR RAWAT:

2 Q. But in terms of variations to the Contract, so if you
3 take, for example, not Appendix A--we have done that at
4 length--but the pivoting away or a new role on the Economic
5 Advisory Council, we take that as an example. That has not led
6 to any discussions about amending the Contract in any way.

7 A. No.

8 Q. It's just been a verbal discussion?

9 A. Not amended to my knowledge--to my knowledge--in
10 writing to my knowledge.

11 Q. Now, you're still involved on the Secretariat of the
12 Economic Advisory Council?

13 A. As I sit here today?

14 Q. Yes.

15 A. Well, I no longer have contracts with the Government.

16 Q. I see.

17 So, as a result of that, you no longer are involved in
18 the Economic Advisory Council?

19 A. The Economic Advisory Council, no meeting, to my
20 knowledge, has been called for a while, so I would not have been
21 the one to do that. But up until then I would have. But I
22 don't know any recent meetings and/or any meeting that's
23 pending. To the extent that I can serve outside of my contract
24 is something I would be happy to do, but I have not come to that
25 bridge. I have not been asked.

1 Q. Now, on your evidence, you are required for the two
2 years that you were on 12-month contracts to do Quarterly
3 Reports. That was what agreed with whatever the Contract says,
4 that was always agreed with the Financial Secretary. Now, we
5 have, I think, five reports where there should have been eight.

6 Did anyone, either the Permanent Secretary or
7 Financial Secretary, ever raise with you the fact that you were
8 not filing reports?

9 A. Well, the premise of your question is not
10 altogether--is not based on--on--on the evidence. In the first
11 instant, there are six-month contract, there was only one
12 report.

13 Q. I've left the six-month contract out of it.

14 A. Yes.

15 Q. If you take the next two months, the 12-month
16 contract, quarterly you should have produced four reports, but
17 this Contract just ended, you should have produced four reports.
18 That makes eight. You produced five.

19 A. All of the reports--

20 Q. Yes.

21 A. --that were due for my compensation has been
22 submitted, all reports.

23 Q. So, the Government should have another three
24 somewhere?

25 A. Yes. They better--well, that's up to them. I would

1 not have gotten paid. It's predicated on those reports.

2 Q. Can I ask you another question, and that is, at any
3 time did any Permanent Secretary or Financial Secretary speak to
4 you about the adequacy of the reports that you were submitting?

5 A. Is this outside initially when they redrafted the
6 format in which never in terms of any adequacy, the format that
7 they would have liked for this and/or if they wanted more
8 information of a particular matter, they would have passed, and
9 I would have provided.

10 Q. So, in terms of format, that's an echo back to the
11 discussion we had about the revision of the September 2019
12 Report?

13 A. Yes.

14 Q. And then in terms of additional information, that
15 would have been prompted by them reading the Report and asking
16 for further information and you would have provided that?

17 A. Correct.

18 Q. I see.

19 One other thing is, you said, Mr. Skelton-Cline, that
20 you were not paid to sit on the Economic Advisory Council. It
21 wasn't a separate stipend that you had. That was just part of
22 your consultancy contract.

23 A. Correct.

24 Q. As far as you're aware, were any of the other
25 participants on the Economic Advisory Council paid?

1 A. Not to my knowledge.

2 MR RAWAT: Commissioner, if I could have a moment,
3 please.

4 COMMISSIONER HICKINBOTTOM: Yes.

5 I will have a word with the Secretary.

6 (Pause.)

7 BY MR RAWAT:

8 Q. One last point, Mr Skelton-Cline, if you can help with
9 this. I mean, we have seen that your contract ended in
10 September of this year.

11 A. Um-hmm.

12 Q. Were you given any reason why you would not be asked
13 to continue as a consultant?

14 A. No. I have put that to the government privately my
15 reason. If they wished to share that with you, they are welcome
16 to do so.

17 Q. So, was it your decision not to--

18 A. Again, Mr Rawat, Mr Commissioner, in my private--as a
19 private citizen in my private capacity, I've communicated with
20 the Government what I am desirous or not of, and so to that
21 end--and I'm not going to share it in this forum--that's with
22 them at the moment.

23 Q. But when you say "my reason", that suggests that you
24 might have decided that you were not going to pursue a further
25 contract.

1 A. Again, Mr Commissioner, my contract ended sometime in
2 September, and that's the current status.

3 MR RAWAT: Commissioner, I have reached the end of my
4 questions.

5 COMMISSIONER HICKINBOTTOM: Yes.

6 MR RAWAT: But I think I have been asked to put the
7 question to Mr Skelton-Cline.

8 COMMISSIONER HICKINBOTTOM: Yes.

9 BY MR RAWAT:

10 Q. Mr. Skelton-Cline, can you see that there is a file?

11 A. You have been asked to put a question to me?

12 Q. Yes.

13 A. Asked by who?

14 Q. By the representatives of the Attorney General and the
15 elected Ministers.

16 A. You have been asked to put a question to me by the
17 Attorney General and the representatives of elected office,
18 asked you to put a question to me?

19 Q. Yes.

20 A. In this forum?

21 COMMISSIONER HICKINBOTTOM: Yes. They're
22 participants.

23 Yes, Mr Rawat.

24 BY MR RAWAT:

25 Q. You need to pick up the grey bundle, please.

1 A. Why?

2 Q. Because I have been asked to take you to two e-mails,
3 so--and I don't want to misquote what's in those e-mails, so it
4 will be better if you just read them.

5 A. Well, you can't read them in the public hearing?

6 Q. I can, but I think it's better if you read them as
7 well with me.

8 A. Why?

9 Q. I think it will be easier to make sure you understand
10 the context of the question I have been asked to put to you.

11 A. Was this a question that you placed in your bundle to
12 me that I would have to respond to?

13 Q. Not in the letter to you.

14 A. Why am I being asked on it off the shoot?

15 COMMISSIONER HICKINBOTTOM: Because those, as the
16 letter--I'm sure you read the letter--as the letter explained,
17 although there were certain matters arising out of the evidence
18 that we--that I considered, I was bound to put you--put to you
19 because of procedural fairness, that does not in any way
20 restrict the areas that we could ask you questions about. This
21 is a question which the elected Ministers and the AG have asked
22 us to put to you, and I certainly have no problem with the point
23 being put.

24 Thank you, Mr Rawat.

25 THE WITNESS: I just find it curious that the elected

1 Members have a question for me and asking you to ask me.

2 COMMISSIONER HICKINBOTTOM: That's because questions
3 have to be put through me. All of the questions that are put to
4 you are put on my behalf. That's the way the Commission of
5 Inquiry works.

6 THE WITNESS: Okay. Let me hear the question.

7 BY MR RAWAT:

8 Q. Did you want to pick up the file?

9 A. No. I will simply listen.

10 Q. Okay. Well, I will try and summarise it, given the
11 time.

12 So, on the Friday, the 29th of November of 2019, you
13 sent from your e-mail account an e-mail to the Chief Operations
14 Officer in the Office of the Premier, Ms Mersa, and you copied
15 in a number of people, including the Premier. You say: "Please
16 see attached all the requisite information for tomorrow's Necker
17 Island meeting". And you then set out various details in terms
18 of travel, and you say: "Please ask the Premier how he wishes
19 to communicate. Attach information to the rest of the team.
20 There is a three to five-minute opportunity for each Cabinet
21 Minister to pitch their focus based on the vision and priorities
22 else will be present by the Premier. All Members should be
23 prepared to speak in place".

24 And then there is another e-mail dated again sent from
25 you this time to The Honourable Premier and Ms Mersa, and it is

1 dated the 6th of January 2020, and it is a draft letter, the
2 subject of which is a letter to Richard, and you--the draft is:
3 "Thank you for your e-mail in the wake of our successful meeting
4 on Necker", and it sets out welcoming the private sector's
5 engagement and advisors and supporters we look to realize the
6 BVI's future, and it then sets out a number of different points.

7 So, taking those in summary, what the question is, can
8 you explain your role in relation to that meeting?

9 A. The--the private-sector group, which continues
10 throughout, again was to help gather, facilitate, ensure venue
11 and the regular logistics take place, their content of the
12 conversations to be had from both sides, whatever action items
13 that needed to be obtained that somehow they somewhat
14 crystallized, and then acted upon if there was a governmental
15 responsibility and/or to layers with their appointed counterpart
16 if something needed to be done on their end.

17 COMMISSIONER HICKINBOTTOM: Good. Thank you very
18 much, Mr Skelton-Cline.

19 Mr Rawat, anything else?

20 MR RAWAT: No, those are my questions. Can I conclude
21 my thanking Mr Skelton-Cline for the time he's given to the
22 Commission--it's been a long day for him--but thank him for the
23 way in which he has given his evidence.

24 COMMISSIONER HICKINBOTTOM: Thank you,
25 Mr Skelton-Cline, for your time; and the evidence you have given

1 has been very valuable to me. Thank you.

2 THE WITNESS: And Mr Commissioner, can I share two
3 things with you just take two minutes to share you with. One--I
4 referred to one earlier. One is that step beyond the Commission
5 to say what happens next and to share with you new legislation,
6 new committees, or whatever, recommendations may come as a
7 result of this Commission of Inquiry exercise.

8 Please keep in mind that, in my humble opinion, the
9 Westminster system does not work for this small community.

10 COMMISSIONER HICKINBOTTOM: And that's an opinion
11 which has been shared by other politicians here with me in
12 evidence.

13 THE WITNESS: Yes.

14 And at the moment, much of what you see has us as a
15 people trapped. Even an equitable Opposition that really does a
16 balance of power is absent. The whole issue of conflict of
17 interest is trapped, Mr Commissioner. You can't put three of us
18 in a room and, based upon what we hear that may work in the UK
19 or in any larger country simply does not work here. We know
20 each other. We live with each other. We have breakfast, lunch,
21 and dinner with each other.

22 And so, I'm afraid, based upon what I've heard so far,
23 there is an assessment, a judgment being had to kind of make it
24 very murky and almost corruptible as something must be going on
25 because these people are so close. That's the nature of the

1 small footprint we're living in.

2 And what I'm afraid of, no matter what recommendations
3 you bring, sincere and earnest as they may be, they're going to
4 be plugged into a very system that simply is not going to work.
5 There must be another roadmap, another way forward in which we
6 can move. But coupled with that, that roadmap has to come from
7 the people within. It can't be a roadmap that's imported
8 because there what you will discover is tremendous amount of
9 angst, animosity, resistance that will result, and it need
10 not--it need not be that way.

11 And so what I want to--what I want to offer you, sir,
12 is that somewhere in this journey that you really gather a group
13 of well-meaning cross-section of private citizens to say or to
14 provide them an opportunity for an alternative structurally
15 because, in my ecclesiastical term, there is a structural sin
16 that is within the current system. The bodies and the
17 people--there are good people, but it's been very disconcerting
18 to me to see my brothers and sisters have to come through here,
19 having to nuance their relationships with each other, who is
20 your friend, who is your acquaintance. It's sheer madness, it
21 doesn't work, and it does not speak to where we are.

22 And when you take that in the whole, Mr Commissioner,
23 I would encourage you because I don't see how--I don't see
24 anybody winning in the current trajectory that we're here. The
25 UK--

1 COMMISSIONER HICKINBOTTOM: Mr Skelton-Cline, the
2 Commission of Inquiry has been set up in the public interest,
3 and the public interest is in the interest of the people of the
4 BVI. That's why I'm here. And my findings will be made on the
5 evidence. They will not be made on anything else. My
6 conclusions will be drawn from those findings, and I will make
7 recommendations that I consider firstly address the problems as
8 I identify them, and also that they will result in better
9 systems, better governance, for the people of the BVI. That is
10 my job. I do not accept--I do not accept--the premise of what
11 you just said, which is that whatever recommendations I make
12 that things will be worse when I leave these islands than when I
13 came. I don't just accept it.

14 THE WITNESS: No, Mr Commissioner, then you
15 misunderstood that point. I'm not saying that. I'm saying you
16 the fall--the country will fall back into the same rut because
17 it's the same system. The recommendations at its best becomes
18 just Band-Aid if the system is set up. S that's--I appreciate--

19 COMMISSIONER HICKINBOTTOM: With due respect, it
20 depends on what recommendations I make.

21 THE WITNESS: Well, that's true, too, but I want you
22 to at least hear me and appreciate that outside of what is your
23 remit, that there is something bigger happening here in which
24 you as Commissioner can play a role. It may not be a part of
25 your mandate, it may not be what you have come for, but I do

1 want--I want to invite you to put on a new set of lens in which
2 to see a bigger picture as it relates to the destiny of these
3 Virgin Islands.

4 And sir, as which you, even though you may not have
5 intended it, but which you can play a more positive impact for
6 law as your recommendations will go to the Governor, I suspect
7 however it goes and on up to the FCO office.

8 And the last thing I want to invite you to do, I don't
9 know you if had a chance to do it, but everything you see here
10 was built by our people, everything, be it the education system,
11 be it the roads, be it tourism, be it education--I mean,
12 everything has been built by us as a people. My foreparents,
13 our ancestors. The only thing I'm aware of that was built from
14 the UK specific as relates to their ambit, the prison, but
15 everything else has been done by our people. And for the last
16 71, 72 years, it is our people who have been functioning,
17 Mr Commissioner, in this atmosphere and under these
18 circumstances.

19 And I want to invite you--I don't know if you had a
20 chance to go any of our historical sites as yet to read into the
21 murals and to go up to Mount Kelly, but I want to invite you to
22 taken an opportunity to go to those places, if for no other
23 reason, to imagine what it might be as a black man or black
24 woman in that space from whence we have come to gain
25 appreciation for where we are now. That's the final thing I

1 want to encourage and invite you to do because there is more
2 here that's at stake than the recommendations that will come
3 from the Commission of Inquiry.

4 And then, finally, sir, I don't know if it's on your
5 agenda, but some of the things in the system we've seen--I've
6 seen nothing or heard anything that comes under the Governor's
7 remit, so be it the Royal Virgin Islands Police, the law
8 enforcement or those thing, are just other things that I think
9 fully need to be fleshed out.

10 COMMISSIONER HICKINBOTTOM: The difficulty is,
11 Mr Skelton-Cline, is that I am the Commissioner, and you aren't,
12 I say that with great respect. We have had considerable
13 submissions in relation to those parts of government which are
14 executively under the Governor's umbrella. We have the Governor
15 giving evidence shortly. We have had criticisms made of the
16 Governor by the participants. It's not right to say that I am
17 solely focusing on one aspect of government and not another.

18 THE WITNESS: No, I said respectfully what we have
19 heard so far in the public sphere. I am not--I have not seen
20 Public Officers or those things under the remit before the COI.

21 COMMISSIONER HICKINBOTTOM: There have been some,
22 there has been plenty in writing, and I haven't completed the
23 oral hearings yet, but all of that is being considered.

24 And in respect of the plea that I look at the bigger
25 picture, my Terms of Reference enable me to look at the big

1 picture.

2 THE WITNESS: Your terms?

3 COMMISSIONER HICKINBOTTOM: My Terms of Reference
4 enable me to look at the big picture.

5 THE WITNESS: Enables you to?

6 COMMISSIONER HICKINBOTTOM: Yes.

7 THE WITNESS: Well, then, that's good because I truly
8 hope that's being done because at the end of the day, sir, this
9 is our home. This is what we have, this is what we have built.

10 COMMISSIONER HICKINBOTTOM: Mr Skelton-Cline, I
11 understand that, and that's why I'm here.

12 THE WITNESS: But that's part of the problem,
13 Mr Commissioner, because you are here as an outsider coming in
14 to make some decisions about insiders, and so that's why I'm
15 asking you, with all due respect, to just expand.

16 Can I just be honest with you as to what this looks
17 like, what it feels like?

18 COMMISSIONER HICKINBOTTOM: Mr Skelton-Cline, I know
19 what your views are because they are well-known.

20 THE WITNESS: Oh, really?

21 COMMISSIONER HICKINBOTTOM: Yes.

22 On this matter because you have made them
23 well-known--I respect them--but this is not a time to debate it
24 here. My Terms of Reference are wide. They enable me to make
25 very broad recommendations. They enable me to make

1 recommendations in respect of all of the matters that you have
2 raised, if I consider it appropriate. My job is to hear the
3 evidence, make findings of fact, draw conclusions, and then make
4 recommendations on the basis of the evidence in those findings.
5 That is what I will do.

6 I am acutely aware that the Commission of Inquiry has
7 been established because of concerns about the public welfare of
8 the people who live here. That is why it was called. I have to
9 conduct the public inquiry--the Commission of Inquiry in the
10 public interest. Mr Rawat has to ask questions only in the
11 public interest, and that's what I am here doing. That is our
12 job, and we will do it.

13 THE WITNESS: I know, and I can appreciate what is
14 your job, but I'm saying to you the net result of your job will
15 not solve the challenges that is specific to this country, no
16 matter how good or how sincere or how earnest they come. That's
17 why I'm saying simply, if you can, to expand, to have some other
18 bodies. I don't know who they are, and I don't have all the
19 answers, but provide you an alternative roadmap that can--that
20 can be integrated into whatever ultimately your recommendations
21 may be as to what is--what is a real win-win situation here, but
22 it must be experienced from coming from the people, and not
23 imported from the UK.

24 You see what I'm saying? Because that has all of the
25 colonial, that brings up all of the past, it brings up all of

1 the black lives in white hands, so I'm just saying to you I
2 don't know to speak but to try to speak to find the best words I
3 can to speak honestly about what I believe--and in conversations
4 with others--that both white and black, I might add--that a
5 major component that we are missing here, and if we miss this
6 opportunity I'm very much afraid that we are going to see a
7 retrograde move back into our people of this country. I am
8 terribly afraid of a repeat of 1949, and so that's why I'm
9 simply asking--in fact, you don't have to take my--I can
10 only--you invited me here, I tried to answer the best I can and
11 honestly as I know how, and at this end of this, simply want to
12 take the time, and if my words are mangled, and if you can find
13 in the better angel of your spirit to receive in the spirit of
14 what I'm trying to communicate, I will be eternally grateful.
15 It is bigger than what's happening here right now.

16 COMMISSIONER HICKINBOTTOM: Mr Skelton-Cline, not only
17 do I understand you because you're eloquent, you're pushing at
18 an open door. I understand what the challenges to the
19 Commission of Inquiry are. I understand the depth of feeling by
20 all sorts of people, and I'm sensitive to all of these things.

21 THE WITNESS: Thank you.

22 COMMISSIONER HICKINBOTTOM: Mr Rawat.

23 MR RAWAT: Commissioner, we resume at 10:00 tomorrow
24 with the first of our Witnesses.

25 COMMISSIONER HICKINBOTTOM: Thank you very much.

1 And can I thank you again, Mr Skelton-Cline, for your
2 considerable time and to the evidence you have given today. I
3 appreciate it.

4 THE WITNESS: Thanks. Have a good night.

5 (End at 6:18 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", is written above a solid horizontal line.

DAVID A. KASDAN