

25th January 2016

451. The point we wish to make is that the land allocated to the Belongers was iron shore land. Wex and his team were not prepared to go ahead with that land, and so, as a result of agreements and discussions and the ability of ministers to influence how land allocated, the Crown suggest that land was moved to become beachfront land.
452. At the meeting of ExCo in November 2005, MM introduced a request for final planning permission and a development agreement in the name Urban Developments Limited (the company that “bought” the land on behalf of the Belongers when in reality it was Wex’s company and he was paying, and knew he was paying, full value for the land being purchased by the Belongers with the benefit of a Belonger discount). At that meeting the new Governor (appointed in July 2005) heard representations about the NWP development. He later recalled that the meeting centred around the requirement of registering land charges on parcels purchased with a Belonger discount. The Crown Land Policy required that a charge be placed on such land to ensure that it could not be legally transferred/sold to a non-Belonger (within 10 years) without the original discount being repaid to the TCIG. This was to secure the payment of the discount in the event that the land was sold before the period provided for in the CPL.

453. Tauwhare recalls that it was argued that registered charges would prevent potential investors from buying the condominiums and it was agreed that no charge should be registered on the land at the NWP development. The argument put forward by MM and the Ministers was that it was the right approach to ensure that the merit in awarding a discount to Belongers in the first instance was protected. Tauwhare will deal with this when he gives evidence, but the Crown's suggestion is that there was an ulterior motive for not putting charges on there – in order to permit the movement of land between Belongers and non-Belongers.
454. The Crown's case is that the 4 Belonger developers had no intention of even purchasing the land, let alone developing it and Wex, the real purchaser and developer, was putting pressure on his direct contact, MW, to deliver land with a development agreement in place before he would finalise the deal. It was essential for everyone to try and facilitate the developer's needs. Wex was anxious, we suggest, not to be liable for charges once he sold the condominiums he intended to build. It was necessary, we suggest, to protect Wex from risk, but also ensure that there was this middle purchase with the Belongers fronting it so as to prevent the Crown being aware.
455. Wex prepared "offer to purchase documents" to be signed by the vendors; the land being offered at that point was parcels 60000/81 and 83 (corresponding to survey lots 1 to 4) over which JH ER SB and QH held CPL's. Wex was offering \$1,750,000 for parcels 81 and 83 – a total of \$3.5 million.

456. Green, Wex's land agent, later discovered that in fact the survey markers on the offers to purchase documents were not on the beachfront, as Wex had wanted; rather they were on less valuable iron shore. Green informed Smith. Smith then returned sometime later with new parcel numbers allocated to the same sellers.
457. Leroy Charles worked in the relevant ministry, and was approached by one of the Ministers and asked to relocate JH, QH, SB and ER's CPL's to land further down the beach - survey lots 13 to 16, which he duly did. In fact, survey lots 13 had by that time already been allocated to a Norman Hamilton and survey lot 14 to Evan Harvey. Survey lots 15 and 16 had yet been allocated. Harvey took up the option for lot 14 when he paid the survey fee on 12 July 2004. The Crown's case is that there was confusion among the civil servants as to what they were supposed to be offering to whom. What we do know is that Harvey thought he was getting one piece of land and ended up with another.
451. As a consequence of the relocation Harvey ended up with land that was not the land he initially signed up for and paid the survey fee for. Harvey, who is a witness in the case, says he was paid \$800,000 by cheque, handed to him by JH, for land in respect of which he had a CPL, but had not paid any lease fees or rent. That is how his title eventually went from him, with him earning some money. Hamilton was re-allocated a CPL over Parcel 60000/148.
452. As a result of the re-allocation of land, new "offers to purchase" documents were created; the 4 Belongers as vendors and Wex as purchaser with a 120 day to complete condition.

453. On 7 June 2005 Greene met with Smith, SB, JH and an unknown man. The “offer to purchase” documents were signed. SB signed on behalf of himself and ER. JH signed on his own behalf. The prosecution cannot say who signed on behalf of QH.
454. The value of the now prime beach front land was ascribed with value as follows, the values being provided to Green by Smith:
- a. JH’s Lot 13: being offered for sale by him for \$2,144,000
 - b. SB’s Lot 14, being offered for sale by him for \$2,144,000
 - c. QH’s Lot 15, being offered for sale by him for \$1,355,000
 - d. ER’s Lot 16, being offered for sale by him for \$1,357,000.
455. The total value of the land contained within the Offer to Purchase documents was around \$7 million.
456. Accordingly, the 4 Belongers were offering to sell to Wex freehold title of land over which they did not have title as they only held CPLs. The freehold still belonged to the Crown. The CPL, the Court will recall, is intended to empower Belongers, to give them an opportunity to receive a discount in order for them to go ahead with developments.
457. Following the reallocation of the land, Green revisited the new site and took pictures of the new plots on the beach front, which he forwarded to Wex.

458. On 27 June 2005 Wex made a payment of \$199,985 to the McLean's trust account. A cheque was subsequently written to Temple Securities, drawing on these funds, with instructions to invest the funds in a deposit account.
459. Whilst this was going on, the TCIG was not informed that an agreement to sell the land to Wex had already been concluded.
460. As the sale was to Belongers, a discount of 50% was applied to the price of each parcel. This discount would not have applied if it were known the sale was in fact to a Non-Belonger. When this transaction took place the Belonger discount on the island of Providenciales had reduced to 25%. However, as the deal had been brokered under the 2004 CPL, which allowed for a 50% reduction, albeit it that it was not completed until 2006 the previous 50% rate applied.
461. The main part of the Crown's case on this point is that there was a discount at all, because there was a known non-Belonger purchaser behind it. We submit that unknown to the TCIG, the ministers had knowledge that this was going straight on to a developer. They could have, and should have, made sure that the land was sold straight to Wex and that the Government got the \$7 million that the land was valued at. There shouldn't have been an intervention of a Belonger discount. If a Belonger, acting honestly - and this is all about issues of honesty and integrity - buys land and sells it at a profit, then the Belonger discount will be clawed back by Government. What we say about NWP is that everyone involved knew that Wex would be taking title to the land on the day of completion, they recognised that there was the opportunity of a \$3 million profit. The obligation on the ministers was to say that it

was wrong, that JH, assisted by MW, shouldn't take the purchase of land at a discount simply to flip it to someone else and make a profit. The Crown submit that moving of titles from lots 1-4 to 13-16, and the way that the transaction was erected, was done to deceive the land registry, the Governor, and therefore the Crown.

462. Whilst initially securing the offers to purchase, Wex sought other investors to become partners in the project.
463. On 15 August 2005 Temple Trust formed a company named Urban Development Ltd. MW carried out the necessary work in order for this to take place.
464. UDL made the application for the Development Agreement relating to the NWP land. QH, JH, ER and SB vested their rights to purchase the NWP land in UDL and they were each given 2 shares in it.
465. The company never held a bank account and no there was no proper memorialisation of the grant of the shares. The owners of the share certificates were never listed at the FSC. The Government received documentation indicating that UDL was a Belonger company.
466. On 5 October 2005 Blue Resort Developments (TC) Limited ("Blue Resort") was formed. The shares in the company were held on trust for Wex by an on-island attorney. Hugh O'Neill. It is submitted that this was because, as a Belonger, if he was also a Director of the company it would further protect Wex from any late application

to recover the Belonger discount. Wex used the company as his vehicle for the NWP development.

467. The Crown's case is that UDL was the company that bought the land. The shareholders were the four Belongers. The shares of the Belongers were transferred to Blue Resort. Blue Resort was a company whose shareholding was in the name of Hibernian, a company used by O'Neill, a Belonger, to hold the shares on trust for Wex. Wex was not a Belonger.
468. On 7 October 2005 Alliance Realty was incorporated through Temple Trust. The directors were originally Temple Directors. MW became a director and secretary on 25 April 2006.
469. Wex and his fellow investors were not only interested in securing freehold title to the land, they also wanted to have in place a binding agreement with the TCIG in the form of a Development Agreement, with concessions in accordance with what they saw as being necessary for what they wished to develop: a 7 storey hotel. Without that package in place Wex was not prepared to commit to the project.
470. On 26 October 2005 a bank account at Scotiabank was opened for Blue Resort. O'Neill was listed as one of two signatories to the account.
471. As negotiations progressed, the issue of the repayment of the Belonger Discount was something that concerned purchasers. It is the Crown's case that Wex was concerned about having to repay the discount, and MW's position was that this was not an issue.

On 24 November 2005 the ExCo meeting referred to earlier took place. Paper 05/941 was presented by MM, having been prepared by Gloyd Lewis and forwarded to TCInvest. The recommendations in the Paper were approved by ExCo:

- a. A Development Agreement - which had been drafted by MW - in principle for a mixed use hotel/condominium project totalling 600 rooms, and
- b. A Collateral Agreement between TCIG and UDL with a view to voiding the registration of any impediments on registration of freehold title to the Belongers involved in the project, whilst still satisfying the requirement of the non-Belonger fee.

472. The Paper described the NWP development as involving a group of Belongers who had approached the Government with a proposal to develop a 20 acres site. An offer to the four Belongers (named in the paper as QH, SB, JH and ER) to purchase the freehold title was made by ExCo. The developers proposed the construction of a seven-storey structure with condominiums, hotels, restaurants, casino and conference facilities, as well as a dock/marina. It was anticipated that this development would involve three phases beginning in 2006, and cost in the region of \$190 million. The financing for the project - it was said - would be made up of borrowed funds and pre-sales.

473. The Paper also recommended a number of concessions. These included:

- a. Belonger discount,
- b. The grant of a casino licence, subject to compliance with the Casino Ordinance,
- c. Permission to construct a canal from the sea to the land, and

d. Concessions on materials, tools, furniture and taxes.

474. Neither TCInvest nor AGC had been consulted prior to the recommendations set out in the paper being adopted. ExCo instructed these agencies to negotiate the developments and other collateral agreements on the basis of the Cabinet paper. The AG was specifically instructed to adopt the concessions Cabinet had agreed.
475. A letter addressed to MM dated 2 November 2005 was included in Paper 05/941. The letter requested that a development agreement for the various phases of the project be completed by 1 December 2005 in order to finalise construction by the summer of 2006. A copy of that letter was contained in the TCInvest NWP file. The letter, apparently signed by the four Belongers, contains, the Crown suggest, significantly different signatures from the copy of the letter contained in the Government file.
476. Clayton Been, of TCInvest first became involved in the NWP project in the latter part of 2005 following the November ExCo Meeting. Been was made aware of those involved in UDL, he was never provided with any information about Blue Resort.
477. JH and MW presented Been with a draft Collateral Agreement in respect of NWP. They sent copies of shares in the company, certificates of incorporation and the memorandum and articles of association to TC Invest. This was not something that Mr. Been requested, it was not done at TC Invest's request and was not a normal part of their procedure. Clayton Been of TC Invest made clear in a later email to AGC that, although he would have preferred to have amended various aspects of the DA,

his hands were tied as ExCo had already agreed the basis of the DA. He stated in terms: *'the reality is that this one has come pre-ordained as it were.'*

478. On 13 December 2005 \$100,000 was redeemed from the \$199,985 deposit held by Temple Securities.
479. A cheque payable to JH in the sum of \$100,000 was made out and signed, the Crown submit, by MW
480. Meanwhile, negotiations progressed. A further draft Development Agreement was prepared. This version was prepared by AGC and was circulated to TC Invest and TCIG and then to MW on 3 February. Blue Resort Development was mentioned only once in this document as being a part of the project.
481. On 7 February 2006 Mahala Wynns, the Deputy Governor, signed the Development Agreement. The Agreement stated that 'Developer means Urban Development Ltd' and that is the company, which, so far as TCIG were concerned, was the Belonger entity that was receiving the Belonger discount and then proceeding with the development.
482. On 10 February 2006 a further \$20,000 was redeemed from the Wex deposit at the request of McLean's. The instruction to the accounting department for this payment was signed by MW. A cheque was made payable to JH.

483. On 17 February 2006, two wire transfers totalling \$999,958 were credited to the Blue Resort bank account.
484. In February and March 2006 further negotiations took place around terms in the Development Agreement.
485. On 6 March 2006 MW indicated to Clayton Been that the project had a Canadian external investor and it was for that reason that some of the amendments were sought. This was the first time Been was made aware of any external investment.
486. On 9 March 2006 an ExCo meeting took place. An extension in the period of duty reduction was discussed and agreed. It was agreed that a revised Development Agreement should be signed once it had been prepared by the Attorney-General's Chambers.
487. On the same day three transfers totalling \$6,035,075.20 were credited to the Blue Resort Development account at Scotiabank.
511. Indemnities were drafted and eventually signed by JH, QH, SB, and ER. The indemnities were designed to indemnify the Developers from any attempt by TCIG to seek repayment of the Belonger Discount that would apply to the sale of land to a non-Belonger within 10 years. The Belonger Group agreed to indemnify Wex and others against any such a claim.

512. The Crown's submission is that the 4 Belongers must have been fairly comfortable with the scheme of arrangement to have entered into an indemnity for 10 years. It is the Crown's case that there is an inference to be drawn that they were reassured that no such claim would be made. As far as Wex was concerned it would appear that he knew he was paying the Belongers far more than they themselves were to pay for the land.
522. So, the DA and indemnities are signed, the money is sitting in Blue Resort. On 10 April 2006 a planning application was submitted to the Planning Board in respect of parcels 60000/150, 151 and 152. This was approved on 26 April 2006.
523. On 13 April 2006 the 8 shares in Urban Development were transferred to Blue Resort Development. As a result, Blue Resort Development acquired control of Urban Development and none of the 4 Belongers thereafter had any legal or equitable interest in the NWP development. This fact was not disclosed to TCIG.
524. On 18 April 2006 Blue Resort Development made a payment of \$6.8 million to the McLean's trust account. This represented the balance of the \$7 million purchase price for the land. The \$6.8 million was then placed on deposit with Temple Securities.
525. On 28 April 2006 \$1,367,000 and \$133,393.50, for stamp duty, were redeemed from the McLean's deposit account at Temple Securities. These amounts were paid to the McLean's trust account and, from there, to TCIG, for the purchase of the land. The following were payments made from the account:
- a. \$500,000 to Tim Smith
 - b. \$1 million to SB

- c. \$1 million to ER, and
- d. \$1 million to a Stanfield Greene client account, which the Crown say was for the benefit of QH.

526. On 5 May 2006 the freehold of the NWP land was transferred to Urban Development for \$1,367,000. This figure represented a purchase price of \$2,735,000.00 to which the Belonger discount of 50% had been applied. \$133,393.50 was paid by way of stamp duty.

527. On 15 May 2006 \$70,000 was transferred from Temple Securities to the McLean's trust account. This payment it is suggested was made on MW's instructions. On the same day the funds were paid into McLean's general account.

528. This payment, it appears, represented MW's billing in respect of the NWP transaction.

On 23 May 2006 \$1,810,537 was paid to Alliance Realty. A declaration had been made to the bank that these funds, used to open the Alliance Realty account, were from the sale of property. An agreement for sale dated 10 January 2006 listed the vendor as Alliance and the purchaser as UDL. It was signed, so the Crown say, by MW for Alliance. This document was created, it appears, to justify why Alliance should suddenly become the beneficiary of \$1.8 million. The Crown submits this was created in order to pull wool over eyes of the bank as to why Alliance had access to \$1.8 million on 16 May 2006.

529. On 24 May 2006 a payment of \$100,000 was paid from Alliance to an account at Belize Bank held in the name of MM. The Crown's case is that there can be no logical honest reason why MM would get this sum from the proceeds of sale of the land at NWP which had been received, the Crown say, unlawfully by Alliance. We then say that MM used that money for, among other things to reduce his credit card debt and to make payments for and on behalf of other people.

530. What happened to the rest of the money?

- a. On 24 May \$10,000 was paid out to MW by cheque,
- b. On 26 May 2006 \$177,771.41 was paid to Temple Mortgage Fund,
- c. On 2 June 2006 \$39,587.75 was transferred to JH's Scotiabank account,
- d. On 7 September 2006 a payment was made of \$200,000 to Rhynie Campbell, an associate of JH,
- e. On 19 January 2007 \$200,010.20 was paid to Meridian Trust. A witness from Meridian speaks of MW delivering this cheque from Alliance. Meridian were creditors of JH. The Crown submit that this money was delivered in order to reduce JH's indebtedness. Further, \$30,000 was paid to an account controlled by Middle Caicos PNP. JH was the representative for Middle Caicos.

531. We now move to LB. ER, one of the 4 Belongers, is LB's brother. A cheque was made payable to him in the sum of \$1 million. The Crown's case is that no cheque was deposited into ER's a/c in that sum, but on 19 May 2006 a deposit of \$1 million was made to an FCIB account in the name of LB. The Crown's case is that this is the million that was made payable to ER.

488. The credit voucher for this deposit states the cheque is from 'Temple re land sales' for \$1 million, with LB's name.
489. On 6 June 2006 after the monies were credited to her a/c, LB wrote to FCIB instructing them to place \$700,000 into a fixed deposit account, and to transfer \$250,000 to her checking account.
490. The funds placed into the account were disbursed between 17 May and 1 July by LB. \$20,000 of the disbursements were paid to ER.
491. Of particular significance was a payment on 5 June 2006 a cheque for \$100,000 was paid to a Belize Bank account held in the name of MM. The Crown say that this represented a further cut from the sale of the land to Wex for the benefit of MM.
492. On 6 June 2006, MM transferred \$100,000 to an account in the United States of America held in the name of Caretti Turner Associates Inc, a company who designed and furnished the interior of Belview Villa. The funds left the account on the 9 June 2006.
493. On 16 June 2006 FCIB granted a loan in the name of Lillian Boyce DBA Airport Inn Hotel. The loan was in the sum of \$600,000 The Crown submit that this was loaned because FCIB had the monies on fixed deposit.
494. Approximately two thirds of the loan was used to pay a bank draft to Bill Siedle Hyundi, to provide vehicles of the T&C National Rent-a-Car business. The remaining

funds were used to meet LB's personal expenditure. Only \$20,000 was transferred to her brother on the 9th June 2006. That is all that can be traced to ER from the monies from the sale of land at NWP.

495. On nine occasions LB took the funds off the fixed deposit, drew down varying amounts, transferring the funds to other accounts and then placed the remaining monies onto a new certificate of deposit. As time went by, the amount on deposit went down. This, the Crown say, is how LB dealt with the \$1 million.
496. On 22 February 2006 an account was opened at TCI Bank in the name of Stanfield Greene Attorneys at Law. The account was to act as a client account for the law firm but the crown's case is that almost all account activity was to administer the proceeds of the Northwest Point land deal. The sole signatory on the account was Clayton Greene.
497. On 19 May 2006 a cheque for \$1 million was deposited in this account; representing the Crown say the payment to QH.
498. The Crown's case is that this payment was intended for the benefit of FH. QH benefitted in the sum of \$95,000. This sum was comprised in 2 payments for \$20,000 one for \$5,000 another for \$50,000 (which was paid to TCInvest to pay off a loan that he had taken out with them).
499. On 19 May 2006 \$500,000 was placed on Certificate of Deposit. The remaining funds were disbursed as follows:

- a. On 23 May 2006 \$150,000 was paid to an unknown beneficiary. On 24 May 2006 the same amount was deposited into a British Caribbean Bank account in the name of MM, we submit that there is an inference to be drawn given the proximity of time and the relationships between the parties, that these are the same funds.
- b. On 24 May 2006 \$20,000 was paid from the \$500,000 which was the balance in respect of the QH money, to Belize Bank,
- c. On 6 June 2006 \$15,500 was paid to CG,
- d. On 6 June 2006 \$20,000 was paid to QH,
- e. On 16 June 2006 \$10,000 was paid to the PNP account,
- f. On 28 June 2006 \$50,000 was paid to Turks and Caicos Islands Investment Agency.
This was referable to an outstanding loan QH had taken out with the agency.

- g. On 3 July 2006 \$20,000 was paid to QH,
- h. On 4 July 2006 \$15,000 was paid to FH,
- i. On 4 July 2006 \$25,000 was paid to Shoreway Supplies, and
- j. On 20 July 2006 \$188,000 was paid to an unknown beneficiary.

500. Immediately after the \$150,000 were received into MM's account, the following payments were made from MM's Belize Bank account:

- a. \$11,772.33 was paid to service three BCB loans in the name or joint name of Michael Misick,
- b. \$92,799.42 was paid to J&T Banka in respect of MM's Centurion Credit Card,
- c. \$14,000 was paid to an account in the name of Nazatul Sheila Ali at Lippo Bank in Bali, Indonesia, and
- d. \$18,680 was paid to Lucayan Ventures.

501. On 7 February 2007 a payment of \$10,000 was sent to the PNP account. The payment was said to be a donation on behalf of Blue Resorts Development and was the result of an instruction from Wex to MW. This was a separate payment.
502. On 22nd June 2007 Clayton Greene closed Certificate of Deposit and redeemed what was now \$522,521.18 in proceeds. Those funds were disbursed as follows:
- a. On 4 July 2007 \$2,000 was paid to an unknown beneficiary,
 - b. On 16 July 2007 \$6,500 was paid by cheque to a company called BCQS. This payment relates to two invoices concerning work undertaken on behalf of Lucayan: a land valuation carried out on a two acre plot in Grace Bay (BCQS raised 2 invoices against FH for undertaking this work) and a development analysis for land owned by GBL Holdings Ltd. This was, the Crown say, a consortium of 3: FH CG and Norman Hamilton, seeking professional assistance in relation to a company owned by the three of them,
 - c. On 6 July 2007 \$5,000 was paid to QH,
 - d. On 10 July 2007 \$150,000 was paid to Johnston International. Johnston International were the building contractors for a building called Harbour House on Grand Turk; a property owned by Whale Watchers, which is a Clayton Greene incorporated entity, which had a bank account to which both CG and QH were signatories. In his 2005 Declaration of Interests, FH declared that he held a 30% interest in Whale Watchers.
 - e. On 17 July 2007 \$2,000 was paid to an unknown beneficiary,
 - f. On 24 July 2007 \$13,000 was paid to an unknown beneficiary,
 - g. On 3 August 2007 \$10,000 was paid to Carl Lightbourne,

- h. On 31 January 2008 \$200,000 was paid to Harold Charles, about whom you will hear more in due course, and
 - i. On 17 March 2008 \$150,000 was paid to the PNP account.
503. On 16 June 2008 \$300,000 was debited from the account. That amount was then credited to a LH-related Stanfield Greene client account. That money was used, the Crown says, to pay the balance on the purchase of a parcel of land 60903/85 at Leeward, Providenciales.
504. From the \$1,000,000 cheque initially credited to the Stanfield Greene TCI Bank Client account on 19 May 2006, LH used part of these funds, together with proceeds of sale of the land 10103/61 at Grand Turk - bought with the Water Cay funds - to purchase the parcel of land denominated 60903/85.
505. Some weeks prior to the sale of the land 10103/61 to E Dickenson (detailed in Water Cay) LH entered into an agreement to purchase 60903/85.
506. A Turks and Caicos Realty Estates Preliminary Agreement form dated 11 April 2008 details LH or nominee (company to be formed) agreeing to purchase a 0.64 acre property situated at Leeward Going through, Providenciales parcel number 60903/85 for \$450,000. The form was signed by LH, however LH is not incriminated in respect of these transactions.
507. The vendors of parcel number 60903/85 were Dennis and Jane Corriea.

508. On 30 April 2008, \$95,000.00 was transferred from the [John Dozer] account to Misick & Stanbrook to pay the deposit on the purchase of parcel 60903/85. The Crown say that the John Doezer account was formed by CG for FH in order to conceal funds from illegal activity.
509. The Misick & Stanbrook client account ledger for the vendor Dennis Correia shows \$95,000.00 being credited into the account from Stanfield Greene, described as “Deposit on purchase”.
510. On 19 June 2008, combining the funds received from the land sale of parcel 10103/61 and the \$300,000.00 from the proceeds of the NWP, the purchase of parcel 60903/85 was completed. On this date \$355,000.00 is transferred to the vendor’s attorney Misick & Stanbrook. The account ledger describes this transaction as Misick & Stanbrook balance on purchase. The Misick & Stanbrook client account ledger for the vendors Dennis Correia show this account being credited with the \$355,000.00 on that date.
511. A TCIG Transfer of land document signed by the vendors transfer parcel 60903/85 to a company called Summerhill Holdings Ltd for the consideration of \$450,000.00, the form is dated 13 June 2008.
512. Summerhill Holdings did not become registered proprietor of the land until September 2008. In September 2011, the land was transferred to FH’s sister. By this time, the investigation was underway. Some people had been interviewed. The

Crown's position is that this was a transfer to get rid of the property to avoid it being confiscated.

513. Summerhill is a company which is said to be owned by LH. It was formed by CG in June 2008, and had one share issued, which was held by LH. We say that the transaction relating to Summerhill and the land in Leeward was all related to monies that had been given to FH pursuant to the NWP transaction, and this was CG working with FH to hide the land from its true beneficial ownership.
514. The LH Stanfield Greene account ledger details that on 30 June 2006 \$27,025.00 stamp duty was paid to the TCIG for parcel 60903/85.
515. LB claimed in interview that over \$300,000 was spent on repairs to her mother's house following a house fire. Her mother's house did get burnt, but the fire, it is submitted, did not cause the damage that LB suggests. Some money was spent on building materials but again nothing like \$300,000.
516. MW claimed that the Belonger group were to be partners in the NWP project, and therefore Cabinet were not misled. LB made the same suggestion. These interviews are examined in greater detail below.
517. During interview she replied to questions put to her. She admitted that, as a Minister there was an obligation to tell the truth and not mislead Cabinet, further there was a Ministerial duty not to cause loss or injury to the TCI economy and revenue. She was asked to explain her role in Cabinet she stated business was pre-determined between

the Governor, relevant Minister and the AG, she stated that Cabinet was not the place to raise objections or concerns on matters she disagreed with, and in essence she stated Cabinet was a ceremonial process.

518. She stated that she did introduce the NWP land deal to ER and that she did complete the applications for CPLs for SB and ER as she was in Grand Turk, and they were not. She claimed she had no further dealings with the project and left it to ER and JH and at no time did she use her Ministerial role to secure Crown land for ER. She denied signing any other documents other than the CPL application. She did go on to say that she did not discuss the deal in any depth at all with ER not even after it was mentioned in Cabinet. She stated that she now wished that she had paid more attention. She stated that she could not explain why she did not declare an interest and leave the room when the matter was raised in Cabinet but did go on to say that she understood the rules as applying only to a spouse and child.

519. In respect of the \$1,000,000 cheque which she received LB stated that she was holding the money on behalf of ER and that as he had no immediate plans for it she asked ER if she could borrow \$600,000 to secure a loan to set up a car hire business. LB claimed the remainder was set aside for ER's use but following a fire at their mother's house ER used in the region of \$300,000 to renovate the house but she was unable to quantify this.

520. She was asked what she did with the monies that she drew down from the deposit, each expenditure was put to her, she claimed that whatever any benefit was that she had gained it was always her intention to pay ER back the full amount.

521. In respect of the monies paid to MM, LB claimed that MM contacted her and asked to loan funds from the monies ER had received. She claimed MM contacted her several times and she finally contacted ER who agreed to lend MM \$100,000. LB claimed it was a legitimate loan that he needed and was shocked to find in the CoI that he had monies and was not living off his salary like herself and other Ministers.
522. In a pre-prepared statement LB stated that “in response to my arrest I wish to clearly and categorically confirm for the purpose of this interview that I never knowingly acted illegally”, she goes on to continue to deny any wrong doing and maintains her innocence.
523. MW was interviewed under caution on two occasions, on the 3 October 2011 and 29 November 2011. He replied to questions put to him.
524. MW stated that he was the attorney that had represented JH, QH, SB and ER in the NWP land deal; he stated that he had worked for Wex. He admitted being a personal friend of JH. He said that he was first approached by Timothy Smith, a Realtor, who had a client who wished to develop land in Blue Hills, Providenciales. He claimed that he enquired with the Land Survey Office to secure the names of landowners in the area. He claimed he was provided with a list, which he showed to Smith. He then stated that Smith selected the names after visiting NWP and viewing the land. MW claims he then contacted the Belonger group.

525. He denied visiting the site with Green. Despite acting for the group of Belongers, he stated that he did not know whether each held a CPL or freehold. He stated that he did not retain any documents in respect of this transaction.
526. Throughout MW claimed that the Belonger group were told by Wex and Smith that they would retain an interest in the development although he did not know what role they were to perform. MW claimed throughout that he put together some client documentation but he had left this at the offices of Bishop, Papachristou, Prudhoe and Wilson when he left the partnership.
527. He stated that he had not made any enquiries or had any involvement in the financing of the project. He denied any recollection of how the \$200,000 deposit Wex had sent to him was used, and stated he could not remember JH receiving any payments from those funds,
528. He stated that he was present when the offer to purchase documents were signed in June 2004, although he was not involved in creating the documents, this had been done by Wex and Smith. He acknowledged receiving the documents and witnessing the signatures of the Belonger group however he maintained that there was never an intention to sell the land.
529. He recognised that although he was an attorney he did not know what legal interest his clients held in the land, or what rights they had to offer to sell the freehold. He stated that the Belongers provided him with Government letters setting out their

respective legal interests, which he claimed he forwarded to Wex. He stated that he had previous experience of being involved in the sale of Crown land.

530. He denied knowing anything about the financial comfort letter from Temple Finance, presented to Cabinet. He denied knowing anything about the changing of the allocation of the land and went on to say that he did not know how Cabinet operated. He claimed he could not remember any of the actual content of the DA.

531. He formed Alliance Realty with the intention of working in real estate with Smith.

532. In respect of his receipts from the deal he claimed he received \$70,000 in fees as commission on the sale of the land.

533. CG was interviewed in particular about the payments of \$150,000 to Johnson International, Whale Watchers and Harbour House. He stated that the payment was for work they did on Harbour House, in which Earl Hall (the name that QH recognises that he was known by) had an interest and that the \$150,000 was for QH's benefit, although it involved Whale Watchers, QH, so CG claimed, had an interest in WW. CG further suggested that a loan of \$200,000 made by Richard Padgett to FH was invested in Harbour House. CG was to suggest that this money had been borrowed by FH for QH for his benefit. Whale Watchers does have a bank account to which CG and QH are signatories.

534. Following its renovation part of the building was let to ScotiaBank and TCI Bank, however following Hurricane Ike the building was seriously damaged and ScotiaBank moved out. TCI Bank went into liquidation.