

**OFFICE OF THE CONTRACTOR GENERAL OF JAMAICA**

**Special Report of Investigation**

**Conducted into the Allegations of Corruption and Irregularity that are Related to  
Certain Government of Jamaica Bridge Building Contracts that were Awarded to  
the British Firm of Mabey and Johnson Limited**

**Ministry of Transport and Works**

**Table of Contents**

<b>Introduction.....</b>	<b>05</b>
<b>Terms of Reference.....</b>	<b>11</b>
<b>Methodology.....</b>	<b>13</b>
<b>Findings.....</b>	<b>30</b>
<i>The Serious Fraud Office's (SFO's) Oral Representations to the OCG.....</i>	<i>(30)</i>
<i>The Allegations of Corruption – Mabey &amp; Johnson Ltd.'s Position.....</i>	<i>(31)</i>
<i>Mabey &amp; Johnson Ltd.'s Contracts with the Government of Jamaica.....</i>	<i>(43)</i>
<i>The Role of Mr. Joseph Hibbert at the Ministry of Transport &amp; Works (MTW).....</i>	<i>(57)</i>
<i>The Role of Mr. Deryck Gibson .....</i>	<i>(61)</i>
<i>The Alleged Payments .....</i>	<i>(68)</i>
<i>Mr. Joseph Hibbert's Bank Account Information – Identity of Account Holder.....</i>	<i>(90)</i>
<i>Responses of Mr. Joseph Hibbert and the MTW to the Allegations of Corruption     Overseas Travel.....</i>	<i>(100)</i> <i>(116)</i>
<i>Public Pronouncements made by Mr. Ernest Smith, Attorney-At-Law.....</i>	<i>(130)</i>
<b>Major Conclusions .....</b>	<b>145</b>
<b>Referrals .....</b>	<b>155</b>
<b>Recommendations .....</b>	<b>159</b>
<b>Appendices .....</b>	<b>163</b>

## **LIST OF APPENDICES**

### **Appendix I – OCG Requisitions and Related Responses**

<i>List of documents</i>	<i>Appendices Page #</i>
1. OCG Media Release (2009 January 7).....	2
2. OCG Requisition addressed to Dr. Alwin Hales (2009 January 15).....	4
3. Dr. Alwin Hales' Response to the OCG's Requisition (2009 February 24).....	19
4. OCG Requisition addressed to Dr. Alwin Hales (2009 June 30).....	29
5. Dr. Alwin Hales' Response to the OCG's Requisition (2009 July 16).....	34
6. OCG Requisition addressed to Dr. Alwin Hales (2009 July 23).....	37
7. Dr. Alwin Hales' Response to the OCG's Requisition (2009 July 31).....	44
8. OCG Requisition addressed to Mr. Joseph Hibbert (2009 May 27).....	50
9. Mr. Joseph Hibbert's Response to the OCG's Requisition (2009 June 17).....	68
10. OCG Requisition addressed to Mr. Joseph Hibbert (2009 July 27).....	78
11. Mr. Joseph Hibbert's Response to the OCG (2009 August 7).....	84
12. Letter from Mr. Joseph Hibbert to the NCB (2009 June 26).....	89
13. Letter from the NCB to Mr. Joseph Hibbert (Statements attached) (2009 July 1)....	90
14. OCG Requisition addressed to Mr. Deryck Gibson (2009 June 1).....	97
15. Mr. Deryck Gibson's Response to the OCG's Requisition (2009 June 19).....	115
16. Letter from Mr. Deryck Gibson to Mr. Joseph Hibbert (1998 June 12).....	140
17. OCG Requisition addressed to the NCB (2009 June 3).....	141
18. NCB's Response to the OCG's Requisition (2009 June 16).....	150

### **Appendix II – Documents Supplied by the SFO/Mabey & Johnson Ltd.**

<i>List of documents</i>	<i>Appendices Page #</i>
1. Letter from ACP Green to the OCG (2008 December 30).....	160
2. Letter from the SFO to ACP Green (2008 December 11).....	161
3. Letter of Designation from the SFO, UK.- (2008 December 8).....	163
4. "Export Agents Commission Cards"- PXS0001.....	165
5. "Export Agents Commission Cards"-,PSX002.....	166
6. "Export Agents Commission Cards"- PXS0003.....	167
7. "Export Agents Commission Cards"- PXS0004.....	168
8. Bank Transfer Documentation:	
PSX0013.....	169
PSX0015.....	170
PSX0017.....	171
PSX0018.....	172
PSX0019.....	173
PSX0020.....	174
PSX0022.....	175
PSX0023.....	176
PSX0024.....	177
PSX0025.....	178

**Appendix II – Documents Supplied by the SFO/Mabey & Johnson Ltd. (Cont'd.)**

<i>List of documents</i>	<i>Appendices Page #</i>
PXS0026.....	179
PXS0032.....	180
PXS0034.....	181
PXS0036.....	182
PXS0041.....	183
PXS0047.....	184
PXS0056.....	185
PXS0065.....	186
9. Note from Mr. Jonathan Danos to Mr. Peter Sykes (1998 April 1) - PSX0021.....	187
10. Mabey & Johnson Ltd. Memorandum (1998 July 22) - PXS0030.....	188
11. Note from Mr. Jonathan Danos to Mr. Mikel Urirarren (1998 November 1)- PXS0033.....	189
12. Mabey & Johnson Ltd. Memorandum (1999 May 18) – PXS0039.....	190
13. Mabey & Johnson Ltd. Memorandum (1999 June 2) – PXS0040.....	191
14. Mabey & Johnson Ltd. Memorandum (2000 June 30) – PXS0046.....	192
15. Mabey & Johnson Ltd. Memorandum (2001 March 19) – PXS0055.....	193
16. Mabey & Johnson Ltd. Banking Instructions (1999 December)- PXS0043.....	194
17. Mabey & Johnson Ltd. Memorandum (1998 July 7) – PXS0028.....	195
18. Mabey & Johnson Ltd. Memorandum (1998 July 7)- PXS0029.....	196
19. Mabey & Johnson Ltd. Letter to the Barclays Bank PLC (1998 July 22) - PXS0031.....	197
20. Mabey & Johnson Ltd. Commission Form (2000 December 19)- PXS0053.....	198
21. Letter from ACP Green to the OCG (2009 May 7).....	199
22. Letter from Mabey & Johnson Ltd. to Prime Minister, the Hon. Bruce Golding (2009 May 5).....	200
23. Letter from the SFO to ACP Green (2009 May 29).....	204
24. Barclays Bank PLC “Personal Customer Profile Report (Partial)” (2008 March 17) – 6E & 6F.....	208
25. A copy of a document from Trust Services, S.A. - Banco Continental De Panama (showing transfer to Mr. Joseph Hibbert)– Item # 6T.....	210
26. A copy of the “Leadenhall Trust US Client Account, General Ledger- Montego Bay Enterprises Inc (2001 August 17- 2001 October 8) – Item # 6U.....	211
27. A copy of Ms. Charmel Hibbert’s statement to the SFO (2009 April 17).....	212
28. A copy of a Certified Death Certificate for Mr. Inez Stewart (2009 January 20).....	214
29. A copy of Ms. Janice Chase’s statement to the SFO (2009 July 26).....	215
30. A copy of a Pro-Forma Invoice addressed to Mr. Deryck Gibson (1996 June 27)....	220
31. A copy of a Pro-Forma Invoice addressed to Mr. Deryck Gibson (2001).....	221
32. Mabey & Johnson Ltd. Letter to the Barclays Bank PLC (2001 June 18).....	222
33. A copy of an email from Mr. Deryck Gibson to Mr. Peter Sykes (2003 July 31).....	223
34. Mabey & Johnson Ltd. Letter to the Barclays Bank PLC (2003 August 1).....	224
35. A copy of an email thread, between Mr. Jonathan Danos, Mr. Peter Sykes and Mr. Deryck Gibson (2003 August 1 & 4).....	225
36. A copy of a note addressed to Mr. Joseph Hibbert from one B G Mabey (1999 July 22).....	226

**Appendix III – OCG Correspondence with ACP Les Green/SFO**

*List of documents*

*Appendices Page #*

1. OCG's Letter to ACP Green (2009 January 8).....	228
2. Letter from ACP Green to the OCG (2009 January 15).....	231
3. SFO's Letter to ACP Green (2009 January 14).....	232
4. A copy of an email from the OCG to the SFO (2009 June 30).....	235
5. Letter from ACP Green to the OCG (2009 September 3).....	236
6.	

*Letter from the SFO to*

# OFFICE OF THE CONTRACTOR GENERAL OF JAMAICA

## Special Report of Investigation

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### Ministry of Transport and Works

#### INTRODUCTION

On 2009 January 7, the Office of the Contractor General (OCG), acting on behalf of the Contractor-General, and pursuant to Sections 15 (1) and 16 of the Contractor-General Act, initiated an Investigation into the allegations of corruption and irregularity that are related to certain Government of Jamaica (GOJ) bridge building contracts that were awarded to the British firm of Mabey & Johnson Ltd. (See Appendix I – OCG Media Release, dated 2009 January 7).

Section 15 (1) of the Act provides that “... *a Contractor General may, if he considers it necessary or desirable, conduct an investigation into any or all of the following matters –*

- (a) the registration of contractors*
- (b) tender procedures relating to contracts awarded by public bodies;*
- (c) the award of any Government contract;*
- (d) the implementation of the terms of any Government contract;*
- (e) the circumstances of the grant, issue, use, suspension or revocation of any prescribed licence;*
- (f) the practice and procedures relating to the grant, issue, suspension or revocation of prescribed licences”.*

Section 16 of the Contractor General Act expressly provides that “*An investigation pursuant to Section 15 may be undertaken by a Contractor General on his own initiative or as a result of representations made to him, if in his opinion such an investigation is warranted*”.

It is instructive to record that the OCG’s decision to commence the formal Investigation followed upon two (2) specified events.

First, on 2008 November 26, certain oral representations were made to the OCG by representatives of the Jamaica Constabulary Force (JCF), the Serious Fraud Office (SFO) of the United Kingdom and the British High Commission, in a meeting which was convened at the OCG at the request of the JCF.

In the referenced meeting, Mr. Gary Dickson, Second Secretary, British High Commission, informed the OCG that both the British Prime Minister, Mr. Gordon Brown and the Jamaican Prime Minister, the Hon. Bruce Golding, were informed about the particulars of the SFO’s corruption case against Mabey & Johnson Ltd. (hereinafter referred to as Mabey and Johnson). In point of fact, Mr. Dickson informed the OCG that Mr. Bruce Golding had stated that the law must take its course.

Further, in the referenced 2008 November 26 meeting, Mr. Sasi-Kanth Mallela, Investigative Lawyer for the SFO, highlighted to the OCG certain details of the SFO’s Investigation into the corruption case which was being brought against Mabey & Johnson.

Below is a synopsis of the information which was highlighted by Mr. Mallela in the referenced meeting with the OCG, which was held on 2008 November 26:

1. That, in another couple of weeks, Mabey & Johnson would plead guilty to charges in the UK Court and, in doing so, would name the Jamaican nationals who facilitated the award of contracts to the company.
2. He explained that in the plea, Mabey & Johnson Ltd. would be admitting to having procured contracts in Jamaica by making payments to Mr. Joseph Hibbert, MP, the then Chief Technical Director in the Ministry of Transport and Works (MTW) and Mr. Deryck Gibson, Chairman, Deryck A. Gibson Ltd.
3. That, in the case of Mr. Joseph Hibbert, he had received cash and cheque payments during the period 1989 to 2001. The payments which were made during the period of 1993 November to 2001 October amounted to £69,000.
4. That, Deryck Gibson, on the other hand, was paid £7M for agency services, which involved introducing representatives of Mabey & Johnson to the right people in Jamaica. Mr. Mallela stated that the payments which were made to Mr. Gibson were commission payments.
5. That, because of the change in the UK laws, regarding remittances, it is believed that money was paid to Mr. Gibson for him to pay for travel and entertainment on behalf of Mr. Hibbert.

The second event, which influenced the OCG's decision to commence its Investigation, was the receipt of copies of certain documents, which were formally conveyed to the Contractor-General, by the JCF, under cover of a letter which was dated 2008 December 30.

The referenced JCF letter, which was received by the OCG on 2009 January 6, was signed by Mr. Leslie Green, the Assistant Commissioner of Police (ACP), having responsibility for Serious and Organized Crimes.

ACP Green, in his letter to the Contractor-General, advised that *“I enclose a copy of a report and supporting documents from the Serious Fraud Office in the United Kingdom (UK) for consideration...I will await the outcome of your investigations (i.e. the OCG’s investigations) and any recommendations and/or directions made by the Director of Public Prosecution (DPP), before taking any further action, as the allegations clearly relate to Government Contracts”*.<sup>1</sup>

The information that was contained in the documents which were submitted to the OCG, by ACP Green, alluded, *inter alia*, to several payments being made to, for the benefit of, and/or on the account of, a Mr. Joseph Hibbert between 1993 and 2003, by Mabey & Johnson.

The allegations, in relation to the payments which were made by Mabey & Johnson inferred, *inter alia*, (a) impropriety; (b) a lack of transparency; (c) a breach of applicable Government Procurement Procedures; (d) mismanagement; and (e) a breach of applicable Public Service administrative and accounting procedures and Staff Orders.

These allegations and inferences, amongst others, raised several concerns for the OCG, especially in light of the perceived absence of adherence to the Government contract award principles which are enshrined in Section 4 (1) of the Contractor-General Act.

Section 4 (1) of the Act requires, *inter alia*, that GOJ contracts should be awarded *“impartially and on merit”* and that the circumstances of award should *“not involve impropriety or irregularity”*.

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<sup>1</sup> ACP Green. Letter to the OCG. 2008 December 30 (See Appendix II)



The OCG's Investigation primarily sought to determine, *inter alia*, (a) the precise role, if any, that was played by certain persons of interest, viz. one Mr. Joseph Hibbert and one Mr. Deryck A. Gibson, in the facilitation, procurement, award, implementation, execution and/or variation of the referenced contracts and, (b) the merits of the allegations which were made that certain specified, questionable payments, totalling several million United States dollars in value, were made or transferred by Mabey & Johnson to certain specified persons and/or into certain bank accounts, in relation to the said contracts.

At the commencement of its Investigation on 2009 January 7, the OCG undertook a preliminary review of the allegations and the documents which were submitted to it, by the JCF. This was done in an effort to inform the direction of the Investigation as well as to determine the most efficacious method by which to proceed.

The Terms of Reference of the OCG's Investigation into the allegations of corruption and irregularity that are related to certain GOJ bridge building contracts, which were awarded to Mabey and Johnson, were primarily developed in accordance with the provisions which are contained in Section 4 (1) and Section 15 (1) (a) to (d) of the Contractor-General Act.

Additionally, the OCG was guided by the recognition of the very important responsibilities which are imposed upon Public Officials and Officers by the Staff Orders for the Jamaica Public Service (1976), and the Ministry of Finance Circular No. 182/02, which was dated 1963 November 18, and which is entitled "*Employment of Private Architects and Control of Government Contracts*".

Of significant import, is the fact that the payments which were allegedly made by Mabey and Johnson to Jamaican Officials took place during the period of 1993 to 2003; a period within which the Corruption Prevention Act was amended at various stages.

For the purposes of its Investigation, the OCG has, therefore, relied upon the provisions of the Corruption Prevention Acts which are dated 1931 and 2000.

The OCG was also guided by the expressed provisions which are contained in Section 21 of the Contractor-General Act. Section 21 specifically mandates that a Contractor-General shall consider whether he has found, in the course of his Investigation, or upon the conclusion thereof, evidence of a breach of duty, misconduct or criminal offence on the part of an officer or member of a Public Body and, if so, to refer same to the competent authority to take such disciplinary or other proceedings as may be appropriate against that officer or member.

The Findings of the OCG's Investigation into the allegations of corruption and irregularity that are related to certain GOJ bridge building contracts, that were awarded to Mabey & Johnson, are premised primarily upon an analysis of the sworn statements and the documents which were provided by the Respondents who were requisitioned by the OCG during the course of the Investigation, and the certified documents which were provided to the OCG, by the SFO, through the office of ACP Green, JCF.

It is also instructive to note that letters were directed on 2009 January 14, by the Contractor-General, to the Minister of Transport and Works, the Hon. Michael Henry, and the Permanent Secretary in the Ministry of Transport and Works (MTW), Dr. Alwin Hales, to formally advise them of the commencement of the OCG's Investigation into the allegations of corruption and irregularity that are related to certain GOJ bridge building contracts that were awarded to Mabey & Johnson.

## **TERMS OF REFERENCE**

### ***Primary Objectives***

The primary aim of the OCG's Investigation was to determine, *inter alia*, the following:

- a) The precise role, if any, that was played by certain persons of interest, viz. one Mr. Joseph Hibbert and one Mr. Deryck A. Gibson, in the facilitation, procurement, award, implementation, execution and/or variation of certain GOJ bridge building contracts that were awarded to the British firm of Mabey & Johnson.
  
- b) The merits of the allegations which have been made that certain specified, questionable payments, totalling several million United States dollars in value, were made or transferred by Mabey & Johnson to certain specified persons and/or into certain bank accounts, in relation to the said contracts.

### ***Specific Objectives***

The Investigation also had the following specific objectives:

1. Identify the procurement process which was employed by the then Ministry of Local Government and Works (MLGW) and/or the Ministry of Transport and Works (MTW) (hereinafter referred to as 'MTW') and/or by anyone acting on its behalf, in the award, implementation, execution and/or variation of the contracts which were awarded to Mabey & Johnson.

2. Determine whether there were any breaches of the Government's Procurement Procedures or applicable laws on the part of the then MTW and/or anyone acting on its behalf, in the facilitation, procurement, award, implementation, execution and/or variation of the referenced contracts.
3. Determine whether the process which led to the award of the contracts to Mabey & Johnson was fair, impartial, transparent and devoid of irregularity or impropriety.
4. Determine whether there was any *prima facie* evidence that would suggest impropriety on the part of any individual or entity which contributed to the award (or non-award) of the contracts to Mabey & Johnson.

## **METHODOLOGY**

The OCG, in the conduct of its Investigations, has developed standard procedures for evidence gathering. These procedures have been developed and adopted pursuant to the powers which are conferred upon a Contractor-General by the 1983 Contractor-General Act.

It is instructive to note that Section 17 (1) of the Contractor-General Act empowers a Contractor-General *“to adopt whatever procedure he considers appropriate to the circumstances of a particular case and, subject to the provisions of (the) Act, to obtain information from such person and in such manner and make such enquiries as he thinks fit.”* (OCG Emphasis)

The Terms of Reference of the OCG’s Investigation into the allegations of corruption and irregularity that are related to certain GOJ bridge building contracts that were awarded to Mabey & Johnson, were primarily developed in accordance with those of the mandates of the Contractor-General as are stipulated in Section 4 (1) and Section 15 (1) (a) to (d) of the Contractor-General Act.

The Terms of Reference of the Investigation, and the development of the written Requisitions/Questionnaires that were utilized throughout the course of the Investigation, were guided by the OCG’s recognition of the far-reaching responsibilities and requirements that are imposed, *inter alia*, upon Public Officials and Public Officers by applicable Government Procurement Procedures, the Contractor-General Act and the Corruption Prevention Act.

Additionally, the OCG also relied upon the rules and requirements of the Staff Orders for the Jamaica Public Service (1976), and the Ministry of Finance Circular No. 182/02, which was dated 1963 November 18, and which is entitled *“Employment of Private*

*Architects and Control of Government Contracts*”, in informing and guiding the considered Findings, Conclusions and Recommendations which are contained in this Report of Investigation.

In addition, the OCG was guided by Section 21 of the Contractor-General Act which provides that “**If a Contractor-General finds, during the course of his Investigations or on the conclusion thereof that there is evidence of a breach of duty or misconduct or criminal offence on the part of an officer or member of a public body, he shall refer the matter to the person or persons competent to take such disciplinary or other proceeding as may be appropriate against that officer or member and in all such cases shall lay a special report before Parliament.**” (OCG Emphasis)

A preliminary Requisition/Questionnaire, which was dated 2009 January 15, was sent by the Contractor-General to the Permanent Secretary, Dr. Alwin Hales, MTW.

Further Requisitions/Questionnaires were subsequently directed to other Public Officials, and other persons and/or entities that were considered material to the Investigation.

Where it was deemed necessary, Follow-up Requisitions were directed to a number of Respondents in an effort to clarify certain issues which were identified in their initial declarations and responses. These Follow-up Requisitions were also designed, *inter alia*, to clarify any discrepancies in the information which was supplied by the Respondents.

The Requisitions/Questions which were utilised by the OCG included specific questions that were designed to elucidate critical information from Respondents on the matters which were being investigated.

However, in an effort to not limit and/or exclude the disclosure of information which was germane to the Investigation but which might not have been specifically requisitioned by the OCG, the OCG asked all Respondents the following question:

*“Are you aware of any additional information which you believe could prove useful to this Investigation or is there any further statement in regard to the Investigation which you are desirous of placing on record? If yes, please provide full particulars of same.”*

**Very importantly, the form of written Requisition, which was utilised by the OCG, also required each Respondent to provide, under the pain of criminal prosecution, complete, accurate and truthful written answers to a specified list of written questions and to make a formal declaration attesting to the veracity of same before a Justice of the Peace.**

The Requisitions were issued pursuant to the powers that are reserved to the Contractor-General under the Contractor-General Act and, in particular, under Sections 4, 15, 17, 18 and 29 thereof. The Requisitions were also issued pursuant to Sections 2 and 7 of the Voluntary Declarations Act and Section 8 of the Perjury Act.

It is instructive to note that **Section 18 (2) of the Contractor-General Act** provides that, *“Subject as aforesaid, a Contractor-General may summon before him and examine on oath -*

*(a) any person who has made representations to him; or*

*(b) any officer, member or employee of a public body or any other person who, in the opinion of the, Contractor-General is able to furnish information relating to the Investigation,*

and such examination shall be deemed to be a judicial proceeding within the meaning of section 4 of the Perjury Act.” (OCG Emphasis).

Further, Section 18 (3) of the Contractor-General Act provides that, “For the purposes of an Investigation under this Act, a Contractor-General shall have the same powers as a Judge of the Supreme Court in respect of the attendance and examination of witnesses and the production of documents”. (OCG Emphasis).

Section 2 (1) of the Voluntary Declarations Act provides that, *“In any case when by any statute made or to be made, any oath or affidavit might, but for the passing of this Act, be required to be taken or made by any person or persons on the doing of any act, matter, or thing, or for the purpose of verifying any book, entry, or return, or for any other purpose whatsoever, it shall be lawful to substitute a declaration in lieu thereof before any Justice; and every such Justice is hereby empowered to take and subscribe the same.”* (OCG Emphasis).

Section 7 of the Voluntary Declarations Act provides that, *“In all cases when a declaration in lieu of an oath or affidavit shall have been substituted by this Act, or by virtue of any power or authority hereby given, or when a declaration is directed or authorized to be made and subscribed under the authority of this Act, or of any power hereby given, although the same be not substituted in lieu of an oath, heretofore legally taken, such declaration, unless otherwise directed under the powers hereby given, shall be in the form prescribed in the Schedule.”*

Section 8 of the Perjury Act provides, *inter alia*, that, *“Every person who knowingly and willfully makes (otherwise than on oath) a statement false in a material particular and the statement is made-*

*(a) in a voluntary declaration; or ....*



*(b) in any oral declaration or oral answer which he is required to make by, under, or in pursuance of any enactment for the time being in force, shall be guilty of a misdemeanour, and liable on conviction on indictment thereof to imprisonment with hard labour for any term not exceeding two years, or to a fine, or to both such imprisonment and fine”.*

The material import of the foregoing, *inter alia*, is that the sworn and written evidence that is provided to a Contractor-General, in response to his Statutory Requisitions, during the course of his Investigations, is (a) provided in accordance with certain specified provisions of the Statutory Laws of Jamaica, and (b) provided in such a manner that if any part thereof is materially false, the person who has provided same would have, *prima facie*, committed the offence of Perjury under Section 8 of the Perjury Act and, as will be seen, would have also, *prima facie*, committed a criminal offence under Section 29 (a) of the Contractor-General Act.

The OCG considers the above-referenced evidence-gathering procedures to be necessary in order to secure, *inter alia*, the integrity and evidentiary cogency of the information which is to be elicited from Respondents. The implications of the subject requirements also serve to place significant gravity upon the responses as well as upon the supporting documents which are required to be provided by Respondents.

**It is instructive to note that the OCG, in the conduct of its Investigation, prefers to secure sworn written statements and declarations from Respondents, under the pain of criminal prosecution. This ensures, *inter alia*, that there is no question as to what has been represented to the OCG. Nor will there be any doubt as to the integrity or credibility of the information which is furnished to the OCG and on which its consequential Findings, Conclusions, Referrals and Recommendations will be necessarily based.**

The OCG also went to great lengths to ensure that Respondents were adequately and clearly warned or cautioned that should they mislead, resist, obstruct or hinder a Contractor-General in the execution of his functions or fail to provide a complete, accurate and truthful response to any of the Requisitions or questions which were set out in its Requisition, they would become liable, *inter alia*, to criminal prosecution under Section 29 of the Contractor-General Act.

**Section 29 of the Contractor-General Act** provides as follows:

*“Every person who -*

*(a) willfully makes any false statement to mislead or misleads or attempts to mislead a Contractor-General or any other person in the execution of his functions under this Act; or*

*(b) without lawful justification or excuse -*

*i. obstructs, hinders or resists a Contractor-General or any other person in the execution of his functions under this Act; or*

*ii. fails to comply with any lawful requirement of a Contractor General or any other person under this Act; or*

*(c) deals with documents, information or things mentioned in section 24 (1) in a manner inconsistent with his duty under that subsection,*

*shall be guilty of an offence and shall be liable on summary conviction before a Resident Magistrate to a fine not exceeding five thousand dollars or to imprisonment for a term not exceeding twelve months or to both such fine and imprisonment.”*

Further, in addition to the **sworn** written answers which the Respondents were required to provide, the OCG also requested that in respect of the assertions and/or information which were to be provided, Respondents should submit documentary evidence to substantiate the statements that were made.

Finally, all Respondents were advised, in writing, of their rights under Section 18 (5) of the Contractor General Act. Section 18 (5) of the Act provides that “*No person shall, for the purpose of an investigation, be compelled to give any evidence or produce any document or thing which he could not be compelled to give or produce in proceedings in any court of law.*”

Requisitions/Questionnaires were directed by the OCG to the Public Officers/Officials who are listed below. In addition, comprehensive reviews of certain relevant information were undertaken by the OCG to assist it in its Investigation. Details of these are also summarized below.

1. The following Public Officials were required to provide sworn written responses to the formal Requisitions which were directed to them by the OCG:

- (a) Dr. Alwin Hales, Permanent Secretary, Ministry of Transport and Works;

- (b) Mr. Joseph Hibbert, the then Minister of State in the Ministry of Transport and Works, the former Chief Technical Director in the Ministry of Transport and Works and current Member of Parliament;

- (c) Detective Inspector Clarence Bailey, Organized Crime Investigation Division.

2. Follow up Requisitions/Questionnaires, requesting clarification on certain issues, were directed by the OCG to the following Public Officials:

- (a) Dr. Alwin Hales, Permanent Secretary, Ministry of Transport and Works;

(b) Mr. Joseph Hibbert, the then Minister of State in the Ministry of Transport and Works, and the former Chief Technical Director in the Ministry of Transport and Works and current Member of Parliament;

It is also instructive to note that the above-referenced two (2) OCG Requisitions to Mr. Joseph Hibbert, dated 2009 May 27 and 2009 July 27, together with his written and sworn responses thereto, are the only communications which the OCG has ever had with Mr. Hibbert.

Despite this, however, during the course of a radio interview which was aired on 2009 July 15 on the Nationwide News Network “*This Morning*” programme, Mr. Ernest Smith, the Attorney-at-Law for Mr. Hibbert, asserted that Mr. Hibbert had, prior to the commencement of the OCG’s Investigation on 2009 January 7, “*met with the Contractor General (and) supplied the Contractor General with details of his association with Mabey and Johnson*”.

The alleged meeting between Mr. Hibbert and the Contractor General was promptly denied by the OCG. Further, in a sworn statement, which was dated 2009 August 7, and which was provided by Mr. Hibbert to the OCG, Mr. Hibbert, himself, challenged his own Attorney by denying that he had ever met with the Contractor General, whether before or after, 2009 January 7.

Notwithstanding, in a subsequent radio interview which was aired on the same Nationwide News Network programme on 2009 September 27, Mr. Smith made the following statement:

*“Let me say something. Sometime ago I think it was on this station, I mentioned the fact that Mr. Hibbert had met with the Contractor General. There is an error in that statement you know and the Contractor General seized upon it. **But what***

**happen was that Mr. Hibbert corresponded with the Contractor General. I said met with. I ought to have said correspond with ...**” (OCG Emphasis)

These subsequent assertions of Mr. Smith are also false. Contrary to Mr. Smith’s assertions, at no time whatsoever, either before, on, or after 2009 January 7, did the Contractor General ever meet or correspond with Mr. Hibbert regarding any matter which was concerned with the OCG’s Investigation, or at all.

3. The following Individuals and/or companies were required to provide sworn written responses to formal Requisitions which were directed to them by the OCG:
  - (a) Mr. Deryck Gibson, Chairman, Deryck A. Gibson Ltd.;
  - (b) National Commercial Bank of Jamaica Ltd.;
  - (c) Mr. Richard Azan, the former Minister of State in the Ministry of Transport and Works;
  - (d) Mr. Milton Hodelin, the former Chief Executive Officer, National Works Agency (NWA).
4. A detailed review of the **sworn** certified statements, supporting documents and the records which were provided by the Respondents to the OCG’s Requisitions, was undertaken.
5. A detailed review of the sworn statements and documents, inclusive of bank records, which were compiled by the Serious Fraud Office (SFO) of the United Kingdom, and which were submitted to the OCG, by the JCF, was undertaken.

It is instructive to note that the OCG insisted that **all** documents, which were to be provided by the SFO, be submitted through the JCF, specifically through the offices of ACP Green. Further, the OCG required that all documents which were to be provided by the SFO be certified by a competent authority, for example a Notary Public.

These stipulations were made in order to ensure the legal efficacy and evidentiary integrity of the information which was supplied by the SFO, especially in the event that the matter was to be referred to the Director of Public Prosecutions (DPP) and/or in the event of the initiation of any criminal proceedings in this matter.

**OCG's Authority and/or Legitimacy of the Use of the Material Obtained from the SFO**

There have been at least one (1) challenge regarding the OCG's authority to lawfully receive and to use the information which was submitted to it by the SFO, through the offices of ACP Green of the JCF.

In this regard, and for the avoidance of any doubt, the OCG is compelled to highlight, at this juncture, Sections 15 (1), 16 and 18 (1) of the Contractor-General Act, which provide as follows:

**Section 15 (1) – Scope of Investigations-** *“Subject to subsection (2), a Contractor-General. may, if he considers it necessary or desirable, conduct an investigation into any or all of the following matters-*

- a. the registration of contractors;*
- b. tender procedures relating to contracts awarded by public bodies;*

- c. *the award of any government contract;*
- d. *the implementation of the terms of any government contract;*
- e. *the circumstances of the grant, issue, use, suspension or revocation of any prescribed licence;*
- f. *the practice and procedures relating to the grant, issue, suspension or revocation of prescribed licences.”*

**Section 16 – Initiation of an Investigation-** *“An investigation pursuant to section 15 may be undertaken by a Contractor-General on his own initiative or as a result of representations made to him, if in his opinion such investigation is warranted.”*

**Section 18 (1) – Evidence-** *“Subject to the provisions of subsection (5) and section 19 (1), a Contractor-General may at any time require any officer or member of a public body or any other person who, in his opinion, is able to give any assistance in relation to the investigation of any matter pursuant to this Act, to furnish such information and produce any document or thing in connection with such matter as may be in the possession or under the control of that officer, member or other person.”(OCG Emphasis)*

The OCG is cognizant of the fact that the SFO, pursuant to a UK request for assistance, under the Mutual Assistance (Criminal Matters) Act (1995), sought the assistance of the local Jamaican authorities in carrying out its investigation into the allegations of corruption involving Mabey & Johnson insofar as they were related to the award of certain GOJ contracts.

Pursuant to the said request for assistance, the SFO, along with members of the JCF, searched the premises of Mr. Joseph Hibbert and Mr. Deryck Gibson in 2008 December.

Further, it is instructive to note that the SFO, by way of a formal Designation, which was dated 2008 December 9, and which was issued pursuant to Section 3 (5) and (6) of the United Kingdom Criminal Justice Act, 1987, expressly authorised the release of the information and evidence with respect to the Mabey & Johnson investigation to the “...*Jamaican police and Judicial Authorities...*”

The referenced Designation is captioned “*AUTHORITY FROM DIRECTOR OF SERIOUS FRAUD OFFICE*” and states as follows:

*“I, Richard Alderman, Director of The Serious Fraud Office, pursuant to Section 3(5) and (6) of The Criminal Justice Act 1987 (“the Act”) designate Matthew John Cowie, a member of The Serious Fraud Office for the purposes of Section 3(5) and (6) of the Act, to disclose the information obtained in the course of investigations into the affairs of Mabey & Johnson Limited that is specified in the Schedule shown overleaf, to the **Competent police and Judicial Authorities of Jamaica.** (OCG Emphasis)*

*SCHEDULE*

*Documents and other information related to its investigation into corruption in the procurement of bridge construction contracts on behalf of Mabey & Johnson Ltd which may be of interest to the Jamaican police and Judicial Authorities in any investigation it may carry out into Mabey & Johnson Ltd’s affairs.”<sup>2</sup>*

Having regard to the Designation from the SFO, it is instructive to highlight the provisions of **Section 18 (3)** of the Contractor General Act, which provide as follows:

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<sup>2</sup> SFO. Designation. 2008 December 9 (See Appendix II)



*“For the purposes of an investigation under this Act, a Contractor General shall have the same powers as a **Judge of the Supreme Court** in respect of the attendance and examination of witnesses and the production of documents”.*

The OCG, during the course of its Investigation, was challenged by the office of the Director of Public Prosecutions (DPP), after it had issued a Requisition/Questionnaire, which was dated 2009 July 23, to Detective Inspector Clarence Bailey. Detective Inspector Bailey had been involved in the operations which were jointly carried out by the SFO and the JCF, pursuant to the Mutual Assistance (Criminal Matters) Act, in 2008 November.

The office of the DPP, which is the designated Central Authority in Jamaica, under the Mutual Assistance (Criminal Matters) Act (MACMA) (1995), by way of letter, which was dated 2009 August 20, informed the OCG that *“All Requests received under MACMA are treated as confidential and officers involved are instructed not to release to anyone information connected to work done pursuant to a Request...Please therefore allow us the time we need to secure the UKCA’s (United Kingdom Central Authority) written release of the information...”*<sup>3</sup>

The OCG, by way of letter, which was dated 2009 August 24, responded to the office of the DPP, advising, *inter alia*, as follows:

*“Having read your referenced letter, the Office of the Contractor General (OCG) is quite confused and concerned with regard to the positions which have been expressed by the Office of the Director of Public Prosecutions.*

*Firstly, you have asserted that “....All Requests received under MACMA are treated as confidential and officers involved are instructed not to release to*

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<sup>3</sup> DPP. Letter to the OCG. 2009 August 20

*anyone information connected to work done pursuant to a Request. However, in these circumstances, the United Kingdom Central Authority might indicate that it has no difficulty releasing the information obtained confidentially and for its specific use, to your offices.”*

*The OCG must bring to your attention the following facts:*

- 1. The OCG’s Investigation into the matter was, commenced pursuant to a formal request from Assistant Commissioner of Police in charge of the Serious & Organized Crime Branch, of the Jamaica Constabulary Force (JCF), Mr. Les Green.*

*ACP Green’s request was made subsequent to the convening of a meeting at the OCG on November 26, 2008, at which certain oral representations were made to the OCG by representatives of the JCF, the Serious Fraud Office (SFO) of the United Kingdom and the British High Commission.*

*A copy of the OCG’s Media Release, which was dated January 7, 2009, and which details the foregoing information is enclosed herewith for your perusal.*

- 2. The OCG recognizes the authority which has been conferred upon the Director of Public Prosecutions (DPP), pursuant to the Mutual Assistance Act, and in no way questions said authority.*

*However, your stated position is that under the Mutual Assistance Act, you will require the permission of the United Kingdom Authority, which is the SFO, to release the information with regard to the Mabey & Johnson Ltd. investigation.*

*It is instructive to note that the SFO has already released significant amounts of information to the OCG, through ACP Green, and, as such, it is clear that the SFO has no qualms about releasing information with regard to the subject matter to the OCG. In point of fact, the SFO has already given its consent for information and documentation relating to the Mabey & Johnson Ltd. investigation to be disclosed to the “..Jamaican police and Judicial Authorities...”*

*In the foregoing regard, we must respectfully highlight to you the provisions of Section 18(3) of the Contractor General Act, which provides as follows:*

*“For the purposes of an investigation under this Act, a Contractor General shall have the same powers as a **Judge of the Supreme Court** in respect of the attendance and examination of witnesses and the production of documents”.*

*Having regard to Section 18(3) of the Contractor General Act, and pursuant to the SFO’s authority, the positions which you have outlined in your letter would be untenable, as the SFO has already granted its consent to having the information into the captioned matter being released to the OCG.*

*Kindly see the enclosed copy of the letter, which was dated December 9, 2008, and which was written pursuant to Section 3(5) and (6) of the United Kingdom Criminal Justice Act 1987. The referenced document is captioned “Authority from the Director of Serious Fraud Office”*

3. *As is evident from your letter, you are aware that Detective Inspector Bailey has already disclosed to the OCG, information relating to his involvement into the captioned matter, by way of his June 11, 2009 statement, which was prepared on the instructions of ACP Green.*

*The fact of this disclosure, when viewed in light of your contention, raises significant questions regarding your letter. Further, the OCG has been conducting its Investigation for the past seven (7) months, and now finds it quite strange that the Office of the Director of Public Prosecutions has now sought to frustrate its Investigation at this juncture.*

4. *Lastly, in regard to the matter of confidentiality, the OCG would like to bring to your attention the provisions of Section 18(4) of the Contractor General Act, which provides as follows:*

**“Any obligation to maintain secrecy or any restriction on the disclosure of information or the production of any document or paper or thing imposed on any person under the Official Secrets Act, 1911 to 1939 of the UK (or of any Act of Parliament of Jamaica replacing the same in its application to Jamaica) or, subject to the provisions of this Act, by any law (including a rule of law) shall not apply in relation to the disclosure of information or the production of any document or thing by that person to a Contractor General for the purpose of an investigation ...”** (OCG Emphasis)

By way of a letter, which was dated 2009 September 15, the office of the DPP responded to the OCG, *inter alia*, as follows:

*“Reference is made to our letter to you dated August 20, 2009. Your response (of 2009 August 24) was also noted with thanks.*

*We have satisfied ourselves that we can freely advise Detective Inspector Bailey to respond to you. It seems that by oversight the Serious Fraud Office (SFO) did not send us the form of “Authority from Director of the Serious Fraud Office” dated 9<sup>th</sup> December 2008 under the hand of Richard Alderman. We are grateful to you for sending a copy to us. Had you not sent it we would not have known it existed.*

*We have advised both Detective Inspector Clarence Bailey and ACP Les Green of our position. Please therefore feel free to communicate directly with them.”<sup>4</sup>*

Having regard to (a) Section 18 (1) and (3) of the Contractor General Act, (b) the SFO’s Designation, which was dated 2008 December 9, and (c) the DPP’s letter, which was dated 2009 September 15, there can be no doubt as to the OCG’s authority to lawfully receive and/or to lawfully use the information which has been submitted to it by the SFO, through the JCF.

Further, it is unequivocally evident, having regard, *inter alia*, to the provisions which are contained in Section 18 (1) of the Contractor General Act, that the OCG is entitled and authorized to lawfully request (though not to compel) the provision of information from persons who are located outside the jurisdiction of Jamaica.

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<sup>4</sup> DPP. Letter to the OCG. 2009 September 15

## **FINDINGS**

### ***Serious Fraud Office's (SFO) Oral Representations to the OCG***

The Serious Fraud Office (SFO) in the United Kingdom, in 2008, began an investigation into the allegations of corruption involving Mabey & Johnson and certain overseas contracts which were awarded to it, *inter alia*, in Ghana and Jamaica.

It is instructive to note that on 2008 November 26, a meeting was held between representatives of the OCG and representatives of the British High Commission, the SFO and the JCF, at which time certain oral representations were made to the OCG regarding the SFO's investigation of Mabey & Johnson.

In the 2008 November 26 meeting, Mr. Sasi-Kanth Mallela, Investigative Lawyer for the SFO, highlighted to the OCG certain details of the SFO's Investigation into the corruption case which was being brought against Mabey & Johnson.

Below is a synopsis of the information which was detailed by Mr. Mallela in the referenced meeting with the OCG, which was held on 2008 November 26:

1. That, in another couple of weeks, Mabey & Johnson would plead guilty to charges in the UK Courts and, in doing so, would name the Jamaican nationals who facilitated the award of contracts to the company.
2. He explained that in the plea, Mabey & Johnson would be admitting to have made payments to secure contracts, in Jamaica, to Mr. Joseph Hibbert, the then Chief Technical Director, MTW and Mr. Deryck Gibson, Chairman, Deryck A. Gibson Ltd.

3. That, in the case of Mr. Joseph Hibbert, he had received cash and cheque payments during the period of 1989 to 2001. The payments which were made during the period of 1993 November to 2001 October amounted to £69,000.
4. That, Mr. Deryck Gibson, on the other hand, was paid £7M for agency services, which involved introducing representatives of Mabey & Johnson to the right people in Jamaica. Mr. Mallela stated that the payments which were made to Mr. Gibson were commission payments.
5. That, because of the change in the UK laws regarding remittances, it is believed that money was paid to Mr. Gibson for him to pay for travel and entertainment on behalf of Mr. Hibbert.

***The Allegations of Corruption – Mabey & Johnson Ltd.’s Position***

*Formal Disclosures made in writing by Mabey and Johnson to the Prime Minister of Jamaica, the Hon. Bruce Golding, MP*

By way of a letter, which was dated 2009 May 5, Mabey & Johnson, wrote to the Prime Minister of Jamaica, the Hon. Bruce Golding, informing him, *inter alia*, that “*The SFO’s investigation commenced as the result of a voluntary disclosure by Mabey and Johnson to the SFO in February 2008.*”<sup>5</sup>

The referenced letter was submitted to the OCG, by ACP Green, under cover of a letter which was dated 2009 May 7. ACP Green, in his letter to the OCG, stated that “*Today, I attended a meeting between representatives from Mabey and Johnson Limited and the*

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<sup>5</sup> Mabey & Johnson Ltd. Letter to Prime Minister. 2009 May 5 (See Appendix II)

*Government of Jamaica. During this meeting, I was provided with a copy of the attached letter that clearly sets out relevant information to your investigation.”<sup>6</sup>*

Information which was subsequently provided by ACP Green revealed that the persons who were in attendance at the referenced meeting of 2009 May 7 included, *inter alia*, Ambassador Douglas Saunders, Cabinet Secretary, Mr. Douglas Leys, Solicitor General, himself and two other persons, inclusive of an Attorney-at-Law and a representative of Mabey & Johnson.

In its letter to the Prime Minister, Mabey & Johnson outlined (a) the allegations of corruption; and (b) the findings of its own investigation into the matter.

With regard to (a) the allegations of corruption, Mabey & Johnson stated that *“In 2007, Jonathan Danos, a former employee of Mabey and Johnson, made allegations that Mabey and Johnson had made corrupt payments to a public official in Jamaica. These allegations were made in the context of Mr Danos defending a fraud claim brought against him by the Company. Mr Danos provided documents to support the allegations.”<sup>7</sup>*

Mabey & Johnson, in its 2009 May 5 letter, further stated that, *“Mabey and Johnson instructed its lawyers to investigate these allegations and further documents were provided to them by Mabey and Johnson. As a result of these investigations, and on the lawyers reporting their conclusions to the Mabey and Johnson Board and the Mabey Holdings Limited (“Mabey Holdings”) Board, the lawyers were instructed to make a voluntary disclosure to the SFO, as referred to above.”<sup>8</sup>*

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<sup>6</sup> ACP Green. Letter to the OCG. 2009 May 7 (See Appendix II)

<sup>7</sup> Mabey & Johnson Ltd. Letter to Prime Minister. 2009 May 5 (See Appendix II)

<sup>8</sup> Mabey & Johnson Ltd. Letter to Prime Minister. 2009 May 5 (See Appendix II)



Mabey & Johnson, in its letter to the Prime Minister which was dated 2009 May 5, identified the following contracts which were entered into with the GOJ:

- i. *“Contract for the supply of compact bridging, internally referenced as OX93/081 with the Ministry of Construction in 1993, with a net sales value of £291,000;*
- ii. *Contracts for the supply of Compact 200 road and pedestrian bridges and spare parts, internally referenced as 0282R and 0298R, despatched in June and August 1997 with net sales values of £547,000 and £60,000 respectively;*

*(together, we refer to these three contracts as the “Earlier Contracts”)*

- iii. *In a joint venture with Keir International Limited, the Kingston Priority Flyover Programme, on 17 December 1999, with a total sales value of £14.9m in total including contingency (“Jamaica 1”);*
- iv. *The Priority Rural Bridge Programme, on 23 August 2002 with a total value for goods and services of £20.3m (“Jamaica 2”).”<sup>9</sup>*

In its letter to the Jamaican Prime Minister, which was dated 2009 May 5, Mabey & Johnson also detailed the following information:

- i. *“Evidence identified in the investigation shows that Mabey and Johnson paid a Joseph Hibbert sums of money directly into UK and Jamaican bank accounts in his name, between November 1993 and October 2001. We*

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<sup>9</sup> Mabey & Johnson Ltd. Letter to Prime Minister. 2009 May 5 (See Appendix II)

*believe that Joseph Hibbert served as a Jamaican Government official within the body now known as the Ministry of Transport and Works from the late 1980's until October 2000.*

- ii. *Mabey and Johnson paid sums amounting to £94,434.62 by way of direct payments to Mr Hibbert in cash or to his bank account. Mabey and Johnson also paid sums totalling £10,652.12 by way of payments to people apparently linked to Mr Hibbert, including his niece, and in respect of travel for Mr Hibbert and other officials.*
  
- iii. *In respect of the Jamaica 1 contract, the payments were made out of the percentage of contract value allocated to commission for the agent, Deryck Gibson and we believe that Mr Gibson would therefore have been aware of the payments. It appears he also organised some of the travel for Mr Hibbert and his colleagues.*
  
- iv. *There is also documentation to suggest that a payment was requested for travel for Mr Hibbert and three others in July 2003, however, we have not seen commission payment records evidencing that such a payment was made.<sup>10</sup>*

It is instructive to note that Mabey & Johnson, on 2009 July 10, pleaded guilty to ten (10) charges of corruption and sanction violations and, on 2009 September 25, the company was subsequently sanctioned and fined in the English Courts.

During the court proceedings of 2009 September 25, in the prosecution's Opening Statement (*ref. Regina v. Mabey & Johnson Ltd. Prosecution Opening Notes. 2009*)

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<sup>10</sup> Mabey & Johnson Ltd. Letter to Prime Minister. 2009 May 5 (See Appendix II)

September 25 <http://www.sfo.gov.uk/media/41953/sfo-annex2-statement-01-250909.pdf>)

the following verbatim assertions were, *inter alia*, made:

- *“At all relevant times when Mr. Hibbert was in receipt of money from M&J he was bound by the relevant Public Service Staff Orders. He was not entitled to receive the money M&J paid him in respect of the exercise of his duties”.*
- *“What is plain beyond peradventure is that M&J paid Mr. Hibbert so that he would exercise his influence corruptly on behalf of M&J. M&J paid him directly from agreed commission payments earmarked for their Jamaican agent £100,134.62 between 20 November 1993 and 30 October 2001”.*
- *“In fact the direct bribes evidenced in M&J’s schedules year on year from 1993 onwards would have approximated something in the order of his annual salary each year”.*
- *“Mr Gibson acted as M&J’s agent in Jamaica”.*
- *“M&J paid commission of 12.5% of the contract price for a contract which was called Jamaica 1 (see below). M&J subtracted the direct payments to Hibbert from Gibson’s 12.5% commission. It is accepted by M&J that Mr Gibson was involved in corrupt activity with M&J within the indictment period and that Mr Gibson was in a corrupt relationship with Mr Hibbert. When appointing and permitting Mr Gibson to continue as an agent acting for M&J prior to 2002, M&J knew that there was a risk that Mr Gibson might pass further commission money to Hibbert”.*

- *“Mr Hibbert received relatively modest advance payments in his own name both in cash and through bank accounts here in the UK. In addition, M&J made a payment to Mr Hibbert's niece, a Faith Jadusingh, of £3,000. There was a payment to cover the UK based funeral expenses for Mr Hibbert's mother. Additionally, Mr. Hibbert received monies via his National Commercial Bank account in Jamaica”.*
- *“M&J had corrupted Mr Hibbert from the time they first conducted business in Jamaica back in 1993. Payments began at around the same time as he was promoted to his position as Chief Technical Director in November 1993. M&J continued to cultivate this relationship by bribing him in relation to the subsequent contracts in 1997. M&J made payments to Mr. Hibbert intending to influence him to act corruptly in relation to those subsequent contracts and Jamaica 1. In short they had bought Mr. Hibbert and in making payments to secure Jamaica 1 were doing so, believing that they would have a corrupt effect”.*
- *“Monies were paid on a number of occasions from 1993 by way of “Advance Commission”, and other such devices. Mr Gibson was connected with some of these payments, as was Manager C. The payments illustrate the malign and corrupt approach of both Mr. Hibbert and M&J: the request for payment and the willingness to pay speak of an assurance on both sides that their “relationship” would eventually bear significant fruit”.*
- *“In particular payments were made to Mr Hibbert in 1998 when M&J and Kier were planning the project that Mr Hibbert later approved in January 1999”.*
- *“It is plain and apparent that the payments to a public official in the position of Mr Hibbert, often for expressed reasons which could have no conceivable legitimate commercial purpose, are nothing other than bribes, which bribes were*

*paid to persuade Mr. Hibbert to use his influence in Jamaican government circles to secure the Jamaica 1 contract for M&J. M&J accept that these payments were made with a corrupt intent to so persuade Mr. Hibbert to act in a manner inconsistent with his duties as a public servant of the Jamaican Government”.*

*Deposition from Mr. Peter Sykes- A Mabey & Johnson Ltd. Employee*

By way of letters, which were dated 2008 December 30, 2009 January 15, 2009 March 16, 2009 May 7, 2009 June 11, 2009 July 31 and 2009 September 3, the OCG received from ACP Green, several pieces of correspondence, documentation and evidence, with regard to the SFO’s investigation of Mabey & Johnson.

The referenced documentation included, *inter alia*, bank transfer instruction information, Mabey & Johnson memoranda and letters, and sworn statements and depositions from persons of interest to the SFO’s investigation, inclusive of a sworn statement which was made by an employee of Mabey & Johnson, a Mr. Peter Sykes.

In his sworn deposition, which was given to the SFO in the UK, and which was dated 2008 November 6, Mr. Peter Sykes stated that *“I have been employed by MABEY & JOHNSON for over 30 years in various capacities.”*

Below are verbatim extracts of the 2008 November 6 statement, which was given to the SFO by Mr. Sykes:

1. *“As part of my job I also deal with commission payments due to agents working on behalf of MABEY & JOHNSON....I would receive copies of invoices that MABEY & JOHNSON had raised and he **would check these invoices against the commission cards...to see if and how much commission was due on that**”*

**invoice. Information as to how the payments should be made and bank account details were normally given to me by the Sales Manager.** (OCG Emphasis)

2. *Normally invoices are raised against the value of a shipment. The value of the shipment is determined either by the weight or agreed bridging. A lot of bridging parts are shipped abroad are valued by weight only. Some other bridging items are individually priced, for example specific bridging span with an agreed value. Commission is then attributed to this value. It would normally be pro rata to the value in relation to the contract value. I would then advise my accounts department of the amount paid in order that the commission paid would be posted against that shipment value.*
3. *At the end of every month the accounts department would want to know what costs would be accepted against invoice values. **Every month a form would be produced with the commission payments shown, normally signed by a director, and sent to the accounts department.*** (OCG Emphasis)
4. **I would prepare authorising memos to the directors so that they could sanction the commission payments.** *These payments required the signature of two authorised directors. The main principle within MABEY & JOHNSON was that no commission was due by the company until they had received settlement of their invoices for supplies and goods.* (OCG Emphasis)
5. **I would normally approach David MABEY and Charles FORSYTH for authority to make the commission payments** *but it could have been any authorised director available at that time.* (OCG Emphasis)

6. Once the payment has been authorised by a director there are several methods by which I would instruct the company bank to make the required payment. This was either a paper request transfer or more lately, the Barclays bank online payment mechanism. (OCG Emphasis)
7. In order to make sure that commission payments are paid at the correct stage and that we do not overpay anybody, I produce various spreadsheets which show a balance at any point in time. These spread sheets are known as 'Export Agents Commission Card- Twyford'. (OCG Emphasis)
8. David MABEY was the Sales Director of MABEY & JOHNSON Ltd. He is also a principal shareholder within the company. He was an authorised bank mandate signatory and could authorise commission payments.
9. Jonathan DANOS was a Sales Manager, although he had the title of Director... Jonathan DANOS worked directly under David MABEY. (OCG Emphasis)
10. Each commission payment needed the signature of two directors. This would normally be David MABEY, Charles FIRSYTH, Richard GLOVER or Alan DALIDAY. <sup>11</sup>

When asked, by the SFO, about his knowledge of payments which were made to public officials in foreign countries, Mr. Sykes stated that *"I have processed the payment of commissions to a large number of people over a large number of years. I now know that some of those payments have been made to government officials. I have also processed payments to people that I knew at the time that payment was made, were government officials..."*<sup>12</sup>

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<sup>11</sup> Peter Skyes. Statement to the SFO. 2008 November 6

<sup>12</sup> Peter Skyes. Statement to the SFO. 2008 November 6

With regard to commissions relating specifically to the Jamaican contracts, Mr. Sykes, in his statement to the SFO, which was dated 2008 November 6, stated, *inter alia*, as follows:

1. **"The company's agent in Jamaica was a man by the name of Deryck GIBSON.**  
*This man had his own company, trading as Deryck A GIBSON Limited, in Jamaica. We paid commissions to him and his company. (OCG Emphasis)*
  
2. **I thought it very strange that at the same time that we were paying commissions to Deryck GIBSON and his company, who was our agent in Jamaica, we were also paying commissions to a man by the name of Joe or Joseph HIBBERT.**  
*(OCG Emphasis)*
  
3. **Joseph HIBBERT was not, as far as I am aware, an agent for MABEY & JOHNSON. It was Jonathon DANOS who asked me to set up this account. I did not ask who Joseph HIBBERT was. I merely carried out the instructions of Jonathan DANOS. He had more authority than other sales managers.**  
*(OCG Emphasis)*
  
4. **Payments were made to Joseph HIBBERT from an Export Commission Card in his name to accounts that he held in the UK, Jamaica and Bahamas. He was also paid in cash at times. This Export Commission Card's title was later changed to 'MONTEGO BAY'. I do not know the reason for the change in Commission Card title but some of the payments shown on the MONTEGO BAY Export Commission Card are shown as being made to Joe HIBBERT as his name appears as a recipient of commission payments.**  
*(OCG Emphasis)*



5. *I do not know who had control over the account held at the LEADENHALL BANK and TRUST Co, which received payments from the MONTEGO BAY Commission Card. I would have expected that if the payments were for anyone other than Joseph HIBBERT then a new and separate commission card, with the name of the recipient, would have been prepared and used. In all the circumstances, I have no reason to believe that the payments made to LEADENHALL BANK and TRUST Co in the name of Montego Bay, are for anyone other than Joseph HIBBERT.*
  
6. **He was paid commission at a rate of 12.5% of the contract value. There were also times when Joseph HIBBERT was paid commission in advance of contracts being agreed and payments received at MABEY & JOHNSON.** (OCG Emphasis)
  
7. *Advance Payments were unusual. However I just accepted instructions from Jonathan DANOS.*
  
8. *I cannot remember exactly when I discovered that Joseph HIBBERT was a Jamaican Government Official. My first actual realisation was when I attended a meeting with a construction company called KEIR International at their offices in Bedford. I did not know what position he held within the Jamaican Government but he appeared to be a very important person.*
  
9. *I was there because of the Jamaica I project which at the time was a joint venture with KEIR to supply bridges to Jamaica and matters were complex. The meeting was about payments terms, bank guarantees, invoicing and things like that. Various contractual aspects were also discussed during this meeting.*

10. *The Meeting was with KEIR International Contracts Manager, David RAINSFORD. Richard GLOVER was responsible for negotiating this contract. Also present at the meeting were a number of Jamaican Ministerial representatives. I remember that one of this group was introduced to us as Joseph HIBBERT and I recognised his name. I cannot recall the names of any of the other Jamaican representatives.*

11. *I do not think that the matter of commissions was raised at this meeting.*

12. *I did not raise the issue of HIBBERT and his position within the Jamaican Government with anyone because my involvement had only ever been a paper involvement. The commission payments had already been agreed and set by the time that I was informed about them.*

13. *I assume the directors must have known who this man was because they authorised his commission payments. I had absolutely no involvement or input with regard to commission rates or scales nor did I have any say in the matter regarding commissions.*<sup>13</sup>

Based upon the information which was detailed by Mabey & Johnson in its letter, which was dated 2009 May 5, and the statement from Mr. Peter Sykes, to the SFO, which was dated 2008 November 6, the OCG has noted, *inter alia*, the following information:

1. Mr. Jonathan Danos accused Mabey & Johnson of making corrupt payments to public officials in Jamaica. Based upon this accusation, Mabey & Johnson initiated an investigation into the allegations which were made by Mr. Danos and subsequently made a voluntary declaration to the SFO;

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<sup>13</sup> Peter Skyes. Statement to the SFO. 2008 November 6

2. Mr. Danos had asked Mr. Sykes to set up a commission account in the name of Mr. Joseph Hibbert;
3. Based upon the “*Export Agents Commission Card*”, payments were allegedly made to bank accounts which were held in the name of Mr. Joseph Hibbert; these bank accounts were held in the UK, the Bahamas and Jamaica;
4. Cash payments were also allegedly made to Mr. Hibbert;
5. Several payments were also allegedly made on behalf of Mr. Hibbert to other individuals;
6. Mr. Hibbert was allegedly paid a commission of 12.5% of the contract value, and at times, allegedly received advance payments of commission;
7. Mr. Hibbert was not an agent for Mabey & Johnson.

***Mabey & Johnson Ltd.’s Contracts with the Government of Jamaica***

Having regard to the allegations, and the information which was outlined in the meeting with the SFO, that was held on 2008 November 26, the OCG sought to ascertain the particulars of all the contracts which were awarded by the MTW to Mabey & Johnson.

In this regard, the OCG, in its 2009 January 15 Requisition, which was directed to Dr. Alwin Hales, the Permanent Secretary in the MTW, asked the following question:

*“Please complete and submit a spreadsheet, in the form which is enclosed herewith as **Appendix 1**, of the required particulars of all contracts which have*

*been awarded to Mabey and Johnson Ltd. under the Government of Jamaica (GOJ) bridge building programme...’’<sup>14</sup>*

Dr. Hales, in his response to the OCG’s Requisition, which was dated 2009 February 24, provided the following information with respect to the contracts which were awarded to Mabey & Johnson by the MTW:

<b>Contract Award Date</b>	<b>Contract Description</b>	<b>Contract Value(JS)</b>	<b>Procurement Method</b>	<b>Approvals Granted</b>	<b>Total Contract Payments Made (JS)</b>
(Dec. 9, 1996)	Procurement of Bailey Bridges and Tools	39,584,800.00	Limited Tender	1) Government Contracts Committee (GCC) 2) Cabinet	
Dec. 16, 1999	Design & Build Priority Flyover Programme in Kingston, Kier/Mabey(Kingston) Joint Venture	950,965,680.00	Sole Source	Cabinet	903,410,346.00
Aug. 23, 2002	...supply steel Bridges and Associated Equipment and Services- for the design, supply and supervision of bridges for the Jamaica Priority Rural Bridge Programme	1,484,370,510.00	Sole Source	Cabinet	1,392,162,051.00
Aug. 27, 2007	Contract Agreement between the Ministry of Housing Transport Water and Works and Phil/Mabey Consortium for the Yallahs River Bridge Construction	402,709,440.00	Open Tender	1) Procurement Committee 2) National Contracts Commission 3) Cabinet	431,748,404.00

<sup>14</sup> OCG. Requisition to Dr. Alwin Hales.2009 January 15 (See Appendix I)

Dr. Hales, in his response to the OCG's Requisition, which was dated 2009 February 24, stated that *"It should be noted that the contract sums were converted as follows:*

- *Contract signed December 16, 1999 in the sum of £14,900,000.00 converted at JS63.8232:£1*
- *Contract signed August 23,2002 in the sum of £20,300,000.00 converted at JS73.1217: £1"<sup>15</sup>*

It should be noted that Mabey & Johnson, in its letter which was dated 2009 May 5, detailed a contract which was allegedly awarded in 1993 by the then Ministry of Construction, in the amount of £291,000. However, Dr. Hales in his response to the OCG's Requisition, did not include any particulars in respect of the referenced contract.

Consequently, the OCG found that between 1996 and 2007, the MTW awarded a total of four (4) contracts to Mabey & Johnson.

#### *Procurement Process involved in the Award of the Contracts*

With regard to the procurement process which was utilised in the award of the foregoing contracts, the following information was detailed by Dr. Hales in his response to the OCG's Requisition, which was dated 2009 February 24:

#### *"Contract for the procurement of Standard Bailey Bridges and Associated Tools- 1996...*

*For the procurement of Standard Bailey Bridges and Associated Tools the then Ministry of Local Government and Works utilized limited tender and invited by way of letters dated June 17 and 19, 1996 the three recognized Bailey bridge*

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<sup>15</sup> Dr. Alwin Hales. Response to the OCG's Requisition. 2009 February 24 (See Appendix I)

suppliers to submit tenders by July 19, 1996. The Tenders were opened by the Government Contracts Committee on July 19, 1996. The Permanent Secretary submitted a letter dated August 20, 1996 to the Government Contracts Committee supporting the recommendation of the Chief Engineer (Buildings and Civil Engineering Works) to award the contract. The Government Contracts Committee by way of letter dated September 20, 1996 supported the Permanent Secretary's recommendation to award the contract to Mabey and Johnson Ltd and instructed that the Cabinet's approval should be obtained. The Ministry of Finance and Planning provided their no objection by way of letter dated November 14, 1996. By way of Submission No. MLG&W 23/96 dated November 5, 1996 entitled "Maintenance of Bridges, Walls and Culverts, Government of Jamaica- Purchase of Bailey Bridges and Tools" approval was sought from the Cabinet to award contract to Mabey and Johnson in the amount of J\$39,584,800.00.

Cabinet gave approval for the award of the contract to [sic] by way of **Decision No.42/96** dated December 9, 1996.

### **Priority Flyover Programme- Phase 1- 1999**

The process for the procurement of the Priority Flyover Programme- **Phase 1** contract signed in 1999 is set out below: (OCG Emphasis)

- The joint venture, Keir International/Mabey and Johnson Ltd presented an unsolicited proposal to the Ministry of Transport and Works in December 1998...The Chief Technical Director of the Ministry of Transport and Works by way of letter dated January 29, 1999 acknowledged the presentation and expressed the Ministry's interest in the construction of Flyovers island-wide on a phased basis...The proposal was for the construction of flyovers in order to relieve traffic congestion in Kingston...

- *The Ministry of Transport and Works by way of Cabinet Submission No. MTW 56/99 dated November 11, 1999 entitled “Supply of Flyovers and Bailey Bridges U.K. Export Credit Programme” sought the Cabinet’s approval to award a contract. The comments of the Ministry of Finance and Planning were sought and obtained by way of letter dated May 19, 1999 and November 22, 1999...*
- *By way of **Decision No. 36/99** dated November 22, 1999, Cabinet gave approval for the Ministry to enter into a Commercial Contract with Kier International and Mabey and Johnson Ltd and instructed that the Ministers of Finance and Planning and Transport and Works have discussions on the financial aspects of the matter and submit a Note to Cabinet.*

**Priority Rural Bridge Programme – Phase 2- 2002**

*The process for the procurement of the Priority Rural Bridge Programme- Phase 2 contract signed in 2002 is set out below:*

- *By way of letter dated December 13, 2001 an unsolicited proposal by Mr. Deryck A. Gibson, Chairman/Chief Executive Officer of Deryck A. Gibson Ltd was submitted to the National Works Agency, portfolio agency of the Ministry of Transport and Works for Mabey and Johnson Ltd to supply Compact 200 Bridges for Jamaica...*
- *The Ministry of Transport and Works by way of Cabinet Submission No. MTW 43/02 dated August 2, 2002 entitled “Supply of Steel Bridges and Associated Equipment and Services for the Jamaica Priority Rural Bridge Programme under the UK Export Credits Guarantee Department*

*Supported Supplier Credit Financing Facility” sought the Cabinet’s approval to award contract...*

- *The Cabinet’s approval was obtained by way of **Decision No 30/02** dated September 9, 2002.*
- *Certificate of Legal Validity for the Loan Contract between and HSBC Bank Plc regarding the financing of the Contract signed on August 23, 2002 was provided by the Attorney General’s Chambers by way of letter dated June 13, 2003...*

### **Yallahs River Bridge Construction**

*The Yallahs River Bridge Construction Contract was financed under Phase 2 of the Priority Rural Bridge Programme and signed with the Consortium Phil/Mabey in August 2007..The procurement process to facilitate this award of contract is set out below:*

- *After consultation with the Ministry of Finance and Planning, the Ministry of Transport and Works by way of Submission No. MTW 11/03 dated February 12, 2003 sought the Cabinet’s approval to extend the Commercial Contract with Mabey & Johnson Limited through the United Kingdom Export Credit Programme in the amount of £2.5M to cover the civil works for the erection of the Yallahs Bridge.*
- *The Cabinet’s approval was granted by way of **Decision No.12/03** dated **March 31, 2003.***



- *In 2007 the procurement for the civil works contract for the construction of the Yallahs Bridge commenced and the matter was considered by the Sector Committee of the National Contracts Commission (NCC) on April 3, 2007...The NCC's endorsement was received by way of letter dated April 5, 2007...*

*The Ministry of Transport and Works by way of Cabinet Submission No. MTW 25/07 dated April 10, 2007 entitled "Award of Contract Construction of Yallahs River Bridge, St. Thomas" sought the Cabinet's approval on the matter...*

*The Cabinet's approval was obtained by way of **Decision No.13/07** dated April 10, 2007 to award the contract to the Consortium Phil/Mabey in the sum of JS402,709,440.00.*

With regard to the selection of Mabey & Johnson for the GOJ Bridge Building programme, and specifically the criteria by which it was assessed and/or evaluated, Dr. Hales, in his 2009 February 24 response to the OCG's Requisition, stated as follows:

- *"In 1996, by limited tender the three known Bailey bridge suppliers among which was Mabey and Johnson Ltd were invited to tender. The tenders were evaluated and a submission made to the Government Contracts Committee..."*
- *In light of the foregoing and the fact that Mabey and Johnson Ltd had successfully completed the supply of the 8 Bailey bridges under the 1996 contract, they were considered for the award of contract in 1999 and this was further substantiated by the fact that they had had wide experience in the manufacturing and erection of flyovers.*

- *In 2002, Mabey and Johnson Ltd was assessed based on the foregoing as well as the fact that the type of bridge supplied had been found to be ideal in that :-*
  - *They can be erected quickly and they perform well in service.*
  - *The Bridges are manufactured to international load specifications.*
  - *Mabey and Johnson Ltd is accredited to ISO9001 Quality Systems for Design and Manufacture of Panel bridging..*<sup>16</sup>

It is instructive to note that Mabey & Johnson, in its letter to Prime Minister Bruce Golding, which was dated 2009 May 5, alleged that it had made payments to Mr. Hibbert between “...November 1993 and October 2001.”<sup>17</sup>

Further, in the referenced letter, Mabey & Johnson stated that “*We do not believe that these historic issues have any impact on Jamaica 2, which was signed after Mr Hibbert had left office. It is also the case that in light of changes to English law which came into effect in February 2002, Mabey and Johnson changed its approach to doing business overseas and introduced new procedures to combat bribery and corruption both by its employees and agents.*”<sup>18</sup>

In its letter to the Jamaican Prime Minister, which was dated 2009 May 5, Mabey & Johnson also stated that “*...In particular, the payments to Mr Hibbert were made prior to the inauguration of Mabey and Johnson’s Export Committee in 2002. The Export Committee was set up following the coming into force of the Anti-Terrorism, Crime and Security Act 2001, principally to ensure that no corrupt payments would be made to officials...Nevertheless, we instructed our lawyers to conduct a thorough internal investigation, alongside the SFO investigation, into the Jamaican contracts, including*

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<sup>16</sup> Dr. Alwin Hales. Response to the OCG’s Requisition. 2009 February 24 (See Appendix I)

<sup>17</sup> Mabey & Johnson Ltd. Letter to the Prime Minister. The Hon. Bruce Golding. 2009 May 5 (See Appendix II)

<sup>18</sup> Mabey & Johnson Ltd. Letter to the Prime Minister. The Hon. Bruce Golding. 2009 May 5 (See Appendix II)

*Jamaica 2...and there is no evidence of any payments being made to officials in respect of Jamaica 2.”<sup>19</sup>*

Having regard to the period which was identified by Mabey & Johnson (i.e. 1993 November – 2001 October) and the foregoing assertions, the OCG’s investigation was narrowed to two (2) contracts, which were identified by Dr. Alwin Hales in his response to the OCG’s Requisition, which was dated 2009 February 24.

The two (2) contracts which are, therefore, of particular import are as follows:

1. Contract for the Standard Bailey Bridges and Associated Tools – 1996
2. Contract for the Priority Flyover Programme- **Phase 1** – 1999.

Further, it should be noted that Mr. Hibbert’s employment with the MTW ended on 2000 October 20.

With regard to the contract for the procurement of Standard Bailey Bridges and Associated Tools, which was awarded in 1996, a review of the Cabinet Submission, MLG&W 23/96, revealed that three (3) contractors had been invited by the Ministry of Local Government and Works (MLGW) to tender thereon. The referenced contractors are as follows:

- i. Mabey & Johnson Ltd., which had a bid price of J\$39,584,800.00;
- ii. Thomas Storey (Engineers) Ltd., which did not respond to the tender invitation of the MLGW; and
- iii. Notmar Trading Company Ltd., which had a bid price of J\$57,189,220.00.

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<sup>19</sup> Mabey & Johnson Ltd. Letter to the Prime Minister. The Hon. Bruce Golding. 2009 May 5 (See Appendix II)

The departmental estimate for the referenced contract was in the sum of J\$30,000,000. In addition, the evaluation criteria which were identified by the MLGW included:

- i. Purchase price – 65 points maximum;
- ii. Compliance with specification – 35 points maximum;
- iii. Delivery time – deduction 2 points per week after 60 days.

The following table highlights the results of the evaluation of the tenders as detailed in the Cabinet Submission.<sup>20</sup>

Rate Factor	Mabey & Johnson Ltd.	Notmar Trading Company Ltd.
Purchase Price	65	45
Compliance with specification	35	35
Delivery Time (deduction)	-17.1	-
TOTAL RATING	82.9	80

In the final analysis, which was contained in the Cabinet Submission, MLG&W 23/96, the recommendation was made for the contract to be awarded to Mabey & Johnson, on the following basis:

- i. *“The tender with the highest score was Mabey and Johnson Limited.*
- ii. *Mabey and Johnson’s price is less than that of Notmar Trading by over seventeen million dollars.*
- iii. *Mabey and Johnson’s proposed delivery time of ninety (90) days to commence delivery and one hundred and twenty (120) days to complete is not **in keeping with the Ministry’s** scheduled requirements. It is also suggested that the*

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<sup>20</sup> Cabinet Submission. MLG&W 23/96

*difference in tender prices outweighs the consideration of the respective delivery times.*

*As a result of the above, it is recommended that the contract .....be awarded to Mabey and Johnson Limited, in the tender sum of Thirty[sic] Nine Million, Five Hundred and Eighty Four Thousand, Eight Hundred Dollars (\$39,584,800.00) ”<sup>21</sup>*

Further, it should be noted that the referenced contract was recommended by the Government Contracts Committee (GCC) pursuant to the then Procurement Guidelines which were embodied in the Ministry of Finance Circular No. 182/02, which was dated 1963 November 18, and which was entitled “*Employment of Private Architects and Control of Government Contracts.*”

With regard to the contract for the “*Priority Flyover Programme- Phase 1- 1999*”, Dr. Alwin Hales stated that this resulted from an “*unsolicited proposal*” which was submitted in 1998 December by Mabey & Johnson and Kier International. In support of this assertion, a copy of the referenced proposal was submitted to the OCG by Dr. Hales.

It should be noted that the MTW, in its Cabinet Submission, MTW 56/99, with reference to the 1996 contract which was awarded to Mabey & Johnson, stated that “*At the signing of the contract the suppliers Messrs. Mabey and Johnson, who have a wide experience in the manufacturing and erection of Flyovers, offered to conduct a study in Jamaica, to determine the feasibility of erecting such structures as a means of solving some of the congestion problems.*”<sup>22</sup> (OCG Emphasis)

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<sup>21</sup> Cabinet Submission. MLG&W 23/96

<sup>22</sup> MTW.Cabinet Submission MTW/56/99

The MTW, in its Cabinet Submission, MTW 56/99, further stated that “**This offer was subsequently accepted by the Ministry. The study was conducted during the period May to August 1998. A report on these findings was presented to the Ministry at a meeting at the offices of the British High Commission on 1998 December 9.**”<sup>23</sup> (OCG Emphasis)

Further, by way of a letter, which was dated 1999 January 29, Mr. Joseph Hibbert, the then Chief Technical Director in the MTW, acknowledged the proposal which was presented by Mabey & Johnson to the MTW.

In the referenced letter, Mr. Hibbert stated that “*The Ministry was quite impressed with your obvious understanding of the problem which faces this organization at this time and the solutions which were recommended. **The matter has been thoroughly reviewed and the Ministry wishes to pursue the construction of fly-overs island-wide on a phased basis.***”<sup>24</sup> (OCG Emphasis)

Consequently, the MTW awarded the contract for the Priority Flyover Bridge Programme (Phase 1) on 1999 December 16, on the basis of a meritorious “**unsolicited**” proposal, which was received from Mabey & Johnson.

#### Individuals involved in the Procurement Process

With regard to the persons who were involved in the procurement process, it is instructive to note that the OCG, in its 2009 January 15 Requisition, which was directed to Dr. Hales, asked the following question:

*“Please provide an Executive Summary Listing of all the name(s) and title(s) of the GOJ Official(s), the then MCW Officer(s) and/or Officer(s) of any other*

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<sup>23</sup> MTW.Cabinet Submission MTW/56/99

<sup>24</sup> Joseph Hibbert. Letter to Mabey and Johnson Ltd. 1999 January 29

*Public Body(ies) with responsibility for procurement under the GOJ bridge building programme, who was/were involved in the procurement process, which led to the selection and award of contract(s) to Mabey and Johnson Ltd. The summary should identify the individual(s) who was/were a part of the Procurement Committee, the Government Contracts Committee (GCC), and/or Evaluation Committee, as the case may be, which approved the contract(s) to Mabey and Johnson Ltd ...” (See Appendix II).*

In his response to the OCG’s Requisition, which was dated 2009 February 24, Dr. Hales provided the following information in response to the OCG’s foregoing question:<sup>25</sup>

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<sup>25</sup> Dr. Alwin Hales. Response to the OCG’s Requisition. 2009 February 24 (See Appendix I)

<b>Programme Phase</b>	<b>Entity</b>	<b>Name</b>	<b>Title</b>	<b>Procurement Committee</b>	<b>Government Contracts Committee</b>	<b>Evaluation Committee</b>
<b>1996 Supply of Bailey Bridges and Associated Tools</b>	Ministry of Local Government and Works	Roger Clarke Alwin Hales Richard McHargh Gladstone Senior J. Conrad Corniffe	Minister Permanent Secretary Senior Project Engineer Rep. Directorate of Construction Director of Administration	-	Alvan Rhoden Gladstone Senior Bernard Drecketts Richard Brown Roger Smith Patience Sonron	-
	Ministry of Finance and Planning	Devon Rowe	For Financial Secretary		Kathryn Thompson	
	Attorney General Chambers				Eugene Harris	
<b>Phase 1</b>	Ministry of Transport and Works	Peter Phillips Alwin Hales Joseph Hibbert	Minister Permanent Secretary Chief Technical Director	No documentation on this matter is seen in the Files		
<b>Phase 2</b>	Ministry of Transport and Works	Robert Pickersgill Alwin Hales	Minister Permanent Secretary			
	National Works Agency	Ivan Anderson	Chief Executive Officer			



### *The Role of Mr. Joseph Hibbert at the MTW*

Having regard to the allegations of corruption which were made by Mabey & Johnson and specifically as it relates to the payments which were allegedly made to Mr. Joseph Hibbert, the OCG sought to ascertain (a) Mr. Hibbert's job description for the period of 1993 to 2001 and (b) the degree of his involvement in the procurement process for and on behalf of the MTW and/or the then Ministry of Construction.

Consequently, the OCG, in its 2009 January 15 Requisition, which was directed to Dr. Hales, asked, *inter alia*, the following question:

*“Please provide an Executive Summary detailing the capacity, if any, in which Mr. Joseph Hibbert acted at the time of the award of contract(s) to Mabey and Johnson Ltd. The summary should provide answers to the following questions and detail the information which is requested:*

- i. Was Mr. Hibbert, at any time, an employee, official and/or representative of any Public Body(ies) which was/were involved in the (1) negotiations, (2) procurement, (3) award, (4) implementation and/or (5) execution of the contract(s) which was/were awarded to Mabey and Johnson Ltd? If yes, please provide the following information:*
  - a. Mr. Hibbert's respective job title(s) and his associated responsibilities and duties;*
  - b. The date(s) on which he held the substantive post(s) listed in (a) above and the date(s) on which he demitted the said post(s);*

- c. *The level of authorisation which he could grant in regard to the award, implementation and execution of GOJ contract(s) and variation;*
  - d. *Whether Mr. Hibbert acted as a Consultant and/or Project Manager in regard to the contract(s) which was/were awarded to Mabey and Johnson Ltd. and/or in respect of the GOJ bridge building programme;*
  - e. *Whether in his respective capacity(ies) he was authorised to act as a Consultant and/or Project Manager in regard to the contract(s) which was/were awarded to Mabey and Johnson Ltd.*
- ii. *If the answer to (i) above is no, please state the capacity(ies), if any, in which Mr. Hibbert acted in regard to the contract(s) which was/were awarded to Mabey and Johnson Ltd.*
  - iii. *Did Mr. Hibbert, in any way, facilitate the award, implementation, execution and/or variation of the contract(s) which was/were awarded to Mabey and Johnson Ltd? if yes, please provide particulars of the same ... ”<sup>26</sup>*

In his response to the OCG’s Requisition, which was dated 2009 February 24, Dr. Hales provided the following information in response to the OCG’s question:

*“(i)(a) Mr. Joseph Hibbert was the Chief Technical Director (CTD) in the then Ministry of Local Government and Works and later Ministry of Transport*

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<sup>26</sup> OCG. Requisition to Dr. Alwin Hales. 2009 January 15 (See Appendix I)

*and Works at the time of the award of the identified contracts to Mabey and Johnson Ltd.*

*(i)(b) Mr. Hibbert was assigned duties in his capacity as CTD on December 11, 1989 and was confirmed in the position on May 1, 1991. He demitted office on May 22, 2000 on 105 days vacation leave and retired at the expiration of the vacation leave on October 20, 2000 on the grounds of abolition of post...*

*(i)(c) During the period of his employment as CTD, his associated responsibilities and duties are as detailed Appendix 31. The CTD's authorization level with respect to the award of contracts was limited to contract value not exceeding JS2M and approval of payments in excess of JS2M.*

*(i)(d) No.*

*(i)(e) No.*

*(ii) Not applicable*

*(iii) **By virtue of his position as CTD Mr. Hibbert was involved in the award of the first two contracts as outlined in Appendix 1... He had no involvement in the award of Phase 2.**<sup>27</sup> (OCG Emphasis)*

Appendix 31, which was referred to by Dr. Hales, in his response to the OCG's Requisition, listed the duties that were to be performed by the Chief Technical Director; which included, *inter alia*, the following:

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<sup>27</sup> Dr. Alwin Hales. Response to the OCG's Requisition. 2009 February 24(12) (See Appendix I)

1. *“Providing general direction and control of the planning, design, construction and maintenance of public works and the installation of electrical and mechanical equipment.*
2. *Advising Government on all technical and engineering matters and preparing technical reports.*
3. *Presenting technical paper on Contract Administration at Project Implementation Seminar.*
4. *Approving the award of and variations of Government contracts.*
5. *Approving the issuance of authorisation of expenditure.*
6. *Co-ordinating the restoration program for the rehabilitation of Causeway Bridge and issuing approved bulletins.*
7. *Assisting in the pre-qualification of Government Contractors.*”<sup>28</sup>

Having confirmed that Mr. Joseph Hibbert was employed to the Ministry during the period in which the two identified contracts were awarded to Mabey & Johnson, the OCG then sought to ascertain, *inter alia*, Mr. Hibbert’s knowledge of the referenced contracts.

The OCG in its Requisition, which was dated 2009 May 27, asked Mr. Hibbert the following question:

*“What is the extent of your knowledge of the contract(s) which was/were awarded to Mabey and Johnson Ltd. under the GOJ Bridge Building Programme? Please*

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<sup>28</sup> List of Duties. Appendix 31

*provide a comprehensive statement to this question and provide documentary evidence, where possible, to substantiate your assertions/responses.*<sup>29</sup>

In his response to the OCG's Requisition, which was dated 2009 June 17, Mr. Hibbert stated that "**As Chief Technical Director during the period 1989 to 2000 I was Chairman of the Government Contracts Committee which examined the reports and recommendations of awards for the supply of Bailey Bridges.**"<sup>30</sup> (OCG Emphasis)

Mr. Hibbert further stated that "**In 1999 I participated in the negotiations of the supply of Bailey Bridges and Parts which comprised Phase I of the Priority Flyover Programme** in the amount not exceeding Fifteen Million Pounds Sterling. I left the Ministry prior to the award and signing of the contract."<sup>31</sup> (OCG Emphasis)

Based upon the foregoing information, the OCG found that Mr. Hibbert was involved in the procurement process for the award of the contracts to Mabey & Johnson for (a) the supply of Bailey Bridges, which was awarded on 1996 December 9, in the amount of J\$39,584,800.00; and (b) the Priority Flyover Bridge Programme (Phase 1), which was awarded on 1999 December 16 in the amount of J\$950,965,680.00.

### ***The Role of Mr. Deryck Gibson***

It is instructive to note that Mabey & Johnson, in its 2009 May 5 letter to the Prime Minister, the Hon. Bruce Golding, stated, *inter alia*, that "**In respect of the Jamaica 1 contract, the payments were made out of a percentage of contract value allocated to commission for agent, the Deryck Gibson and we believe that Mr Gibson would**

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<sup>29</sup> OCG. Requisition to Joseph Hibbert. 2009 May 27 (See Appendix I)

<sup>30</sup> Joseph Hibbert. Response to the OCG's Requisition. 2009 June 17 (See Appendix I)

<sup>31</sup> Joseph Hibbert. Response to the OCG's Requisition. 2009 June 17 (See Appendix I)

**therefore have been aware of the payments. It appears he also organised some of the travel for Mr Hibbert and his colleagues.”<sup>32</sup>(OCG Emphasis)**

However, on 2009 January 16, the *Jamaica Gleaner* published a statement, which was dated 2009 January 9, from Mr. Deryck Gibson, Chairman, Deryck A. Gibson Ltd.

In Mr. Gibson’s referenced statement, he stated the following in regard to his association with Mabey & Johnson:

1. *“Mr. Deryck Gibson views with utmost concern the disparaging reports that have appeared in the press naming him and Mr. Joseph Hibbert as persons of interest in an investigation initiated by the Serious Frauds [sic] Office (SFO) of the United Kingdom and to be pursued by the Contractor General with respect to contracts made between the Government of Jamaica and the UK firm Mabey and Johnson Limited during the years 1993-2003.*
2. *Mr. Gibson was at all material times the managing director of Deryck A Gibson Limited which acted as the agent in Jamaica for Mabey and Johnson Limited during the relevant period. Following the termination of the agency relationship in December 2005, civil proceedings ensued in the United Kingdom involving Mr. Gibson, Mabey and Johnson Limited, and two former employees of Mabey and Johnson Limited, which action was amicably resolved and the action discontinued by Consent Order filed in December 2008. That action did not concern any allegations or suggestions that bribes were paid to any Jamaican government Official and so far as Mr. Gibson is aware the investigation by the SFO is unconnected to the issues in the UK action that has been discontinued.*

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<sup>32</sup> Mabey & Johnson Ltd. Letter to the Prime Minister. 2009 May 5 (See Appendix II)

3. *During the period in which it acted as agent for Mabey and Johnson Limited, Deryck A Gibson Limited and Mr. Gibson were not involved in the making of any payment to any official, servant or agent of the Government of Jamaica whether by way of bribe or otherwise to procure the award of any contract to Mabey and Johnson Limited. If any such bribe or payment to procure the award of any contract to Mabey and Johnson Limited was made to any official, servant or agent of the Government of Jamaica, Mr. Gibson and his company had no involvement in same.*
4. *For completeness Mr. Gibson also states that Deryck A Gibson Limited received no payment from the Government of Jamaica, and at all material times its commission was a matter negotiated with and paid by its principal Mabey and Johnson Limited.*
5. *On 9<sup>th</sup> December 2008 Mr. Gibson became aware of an investigation launched by the SFO when his residence and business premises were searched pursuant to a warrant issued at the instance of the SFO and computer equipment belonging to him and his company and to employees seized. On 11<sup>th</sup> December 2008 the seized equipment was returned.*
6. *Also on 11<sup>th</sup> December 2008 attorneys acting on behalf of Mr. Gibson met with the representative of the SFO and indicated his willingness to cooperate in their investigation. It was agreed that copies of documents on which he would be interviewed would be provided to Mr. Gibson and an interview arranged at a convenient date when the representative of the SFO returns to the Island. To date no further contact has been made with Mr. Gibson's attorneys either to provide documents or to arrange a date for his interview.*<sup>33</sup>

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<sup>33</sup> Deryck Gibson. Statement printed in the media. 2009 January 16

In an effort to establish the role which was played by Mr. Gibson, if any, in the award of the contracts to Mabey & Johnson, the OCG in its Requisition, which was dated 2009 June 1, asked Mr. Gibson the following question:

*“What is the extent of your knowledge of the contract(s) which was/were awarded to Mabey and Johnson Ltd. under the Government of Jamaica (GOJ) Bridge Building Programme during the period January 1990 to May 2009? Please provide a comprehensive statement to this question and provide documentary evidence, where possible, to substantiate your assertions/responses.”<sup>34</sup>*

In his response to the OCG’s Requisition, which was dated 2009 June 19, Mr. Gibson stated that:

*“Deryck A Gibson Limited (DAGL) acted as agent for Mabey and Johnson Limited (hereafter called Mabey Johnson) from 1989 to 2006. As managing director of DAGL, I am aware of the contracts awarded to Mabey and Johnson Limited during the period from January 1990 to December 2006 known as the Rural Bridge Program. The contracts were in two phases/programs. Phase I which commenced in 1993 and ending in 2000 was done in partnership between Mabey Johnson and Kier & Company (Caribbean Construction Company). This phase was negotiated directly by Mabey Johnson and Kier & Company. For Phase II all negotiations between the Government of Jamaica and Mabey Johnson were conducted directly by Mabey Johnson’s sales manager and executives. Further an employee of Mabey Johnson, Mr. Barry Joyce was sent out to work in Jamaica on the project and he was paid by Mabey Johnson direct. **DAGL’s role as agent was to make contact, arrange meetings, pass on technical information responding to queries and concerns raised by Ministry/National Works Agency officials for which DAGL was paid a negotiated commission.** In*

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<sup>34</sup> OCG. Requisition to Deryck Gibson. 2009 June 1 (See Appendix I)



*Phase II DAGL also provided Mabey Johnson with furnished offices in Jamaica for its operations and DAGL's services as agent were remunerated by the negotiated commission. A copy of the representative contract between Mabey Johnson and DAGL was formalized in 2003 and a copy of that agreement and an earlier letter dated 1<sup>st</sup> December 1991 confirming DAGL as agent for Mabey Johnson are attached.* ”<sup>35</sup> (OCG Emphasis)

The referenced 1991 December 1 letter, which was provided by Mr. Gibson, stated that “*We MABEY & JOHNSON LIMITED, (“the Company”) of Floral Mile, Twyford, Reading, Berkshire, England, hereby confirm that Deryck A Gibson Ltd, of 7 1/2 Haining Road, Kingston 5, Jamaica is authorised to promote our products and present on behalf of the Company offers, based on our valid quotations, for the sale of Mabey Bridging Equipment in the territory of Jamaica...This Letter of Authority will remain valid from the date hereof until 1 December 1992. Any renewal or extension of this Letter of Authority can be extended subject to our written confirmation.*”<sup>36</sup>

The contract which was referenced by Mr. Gibson in his statement, and which was provided to the OCG, was not dated. However, it appeared to have been signed by Mr. David Mabey and Mr. Gibson, and has the captioned title “*REPRESENTATIVE AGREEMENT*”.

Of import, is the fact that the “*REPRESENTATIVE AGREEMENT*” had a clause that was entitled “*Representative's commission*”, which stated that “*The Representative is entitled to the commission provided for in Annex II, & I, on all sales of the Products which are made during the life of this contract to customers established in the Territory.*”<sup>37</sup>

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<sup>35</sup> Deryck Gibson. Response to the OCG's Requisition. 2009 June 19 (See Appendix I)

<sup>36</sup> Mabey & Johnson Ltd. Letter for Deryck Gibson. 1991 December 1

<sup>37</sup> Mabey & Johnson/Deryck Gibson. Representative Agreement

With regard to commissions which were received by Mr. Gibson and/or Deryck A. Gibson Ltd., the OCG, in its Requisition, which was dated 2009 June 1, asked Mr. Gibson to provide the “...*date(s) on which you and/or Deryck A. Gibson Ltd. received the said commission(s)*...”<sup>38</sup>

In his response to the OCG’s Requisition, which was dated 2009 June 19, Mr. Gibson stated that “**Commissions were paid by Mabey Johnson to DAGL going back over a period of 20 years from 1989-2006.** This will have to be researched to ascertain the dates asked for but in any event these payments had nothing whatsoever to do with the matters being investigated as DAGL was a representative of Mabey Johnson and such commissions were matters negotiated and agreed between them and did not concern any public official or body.”<sup>39</sup> (OCG Emphasis)

The OCG was also interested in finding out from Mr. Gibson, whether he and/or Deryck A. Gibson Ltd., remitted any commission to Mr. Hibbert. In this regard, the OCG, in its 2009 June 1 Requisition, asked Mr. Gibson to provide details regarding the “...*amount(s) of commission, if any, which was remitted to Mr. Joseph Hibbert*...”<sup>40</sup>

In his response to the OCG’s Requisition, which was dated 2009 June 19, Mr. Gibson stated that “**No commissions were ever remitted to Mr. Joseph Hibbert by DAGL or I. Neither DAGL nor I participated in or have knowledge of any payment to Mr. Hibbert.**”<sup>41</sup> (OCG Emphasis)

Further, the OCG in its Requisition, which was dated 2009 June 1, that was addressed to Mr. Gibson, also asked him to provide an executive summary in which he was required to provide answers to the following question:

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<sup>38</sup> OCG. Requisition to Deryck Gibson. 2009 June 1 (See Appendix I)

<sup>39</sup> Deryck Gibson. Response to the OCG’s Requisition. 2009 June 19 (See Appendix I)

<sup>40</sup> OCG. Requisition to Deryck Gibson. 2009 June 1 (See Appendix I)

<sup>41</sup> Deryck Gibson. Response to the OCG’s Requisition. 2009 June 19 (See Appendix I)

(a) *“A detailed description of your and/or Deryck A. Gibson Ltd.’s role and responsibilities in respect of the (1) negotiations, (2) procurement, (3) award, (4) implementation, (5) execution and/or (6) variation of the contract(s) which was/were awarded to Mabey and Johnson Ltd.;*

In his response to the OCG’s Requisition, which was dated 2009 June 19, Mr. Gibson stated that **“DAGL represented Mabey Johnson as agent, but not in respect of the headings indicated in section Q3iia. The negotiation, procurement, award, execution and variation of the contract(s) awarded to Mabey Johnson were handled by its sales manager Jonathan Danos and its executives out of England.”**<sup>42</sup> (OCG Emphasis)

With regard to his interaction with Mr. Hibbert during the period of 1990 January to 2009 May, the OCG, in its Requisition, which was dated 2009 June 1, asked Mr. Gibson the following question:

*“Please detail the nature and/or scope of your association and/or interaction with Mr. Joseph Hibbert during the referenced period.”*<sup>43</sup>

In his response to the OCG’s Requisition, which was dated 2009 June 19, Mr. Gibson stated that *“As representative of Mabey Johnson, DAGL dealt with Mr. Hibbert as the chief technical director of the Ministry of Transport and Works, passing technical information, dealing with queries and concerns that might have existed between Mabey Johnson and the Ministry of Transport and Works.”*<sup>44</sup>

The OCG, in its Requisition, which was dated 2009 June 1, also asked Mr. Gibson the following question:

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<sup>42</sup> Deryck Gibson. Response to the OCG’s Requisition. 2009 June 19 (See Appendix I)

<sup>43</sup> OCG. Requisition to Deryck Gibson. 2009 June 1 (See Appendix I)

<sup>44</sup> Deryck Gibson. Response to the OCG’s Requisition. 2009 June 19 (See Appendix I)

*“Did you and/or Deryck A. Gibson Ltd., at any time, work as an agent for and/or in collaboration with Mr. Joseph Hibbert for and/or on behalf of Mabey & Johnson Ltd. during the period January 1990- May 2009?”<sup>45</sup>*

In his response to the OCG’s Requisition, which was dated 2009 June 19, Mr. Gibson stated that *“Neither I nor DAGL worked as an agent for or in collaboration with Mr. Joseph Hibbert. Mr. Hibbert was chief technical director at MTW up to 2000 when Mr. Hibbert ceased to be at the Ministry...”<sup>46</sup>*

### ***The Alleged Payments***

As was previously indicated, the OCG received from the SFO in the UK, through the offices of ACP Green, several documents, inclusive of copies of bank transfer documents, which detailed the payments which were allegedly made by Mabey & Johnson into accounts which were held in the name of one Mr. Joseph Hibbert.

Mabey & Johnson, in its 2009 May 5 letter to the Prime Minister, the Hon. Bruce Golding, also stated that *“Mabey and Johnson paid sums amounting **to £94,434.62 by way of direct payments to Mr Hibbert** in cash or to his bank account. Mabey and Johnson also paid **sums totalling £10,652.12 by way of payments to people apparently linked to Mr Hibbert, including his niece, and in respect of travel for Mr Hibbert and other officials.**”<sup>47</sup>(OCG Emphasis)*

Based upon the documents which were reviewed, the OCG has classified these alleged payments into four (4) categories, which are as follows:

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<sup>45</sup> OCG. Requisition to Deryck Gibson. 2009 June 1 (See Appendix I)

<sup>46</sup> Deryck Gibson. Response to the OCG’s Requisition. 2009 June 19 (See Appendix I)

<sup>47</sup> Mabey & Johnson Ltd. Letter to Prime Minister. 2009 May 5 (See Appendix II)

- i. Payments allegedly made directly into bank accounts in the name of one Mr. Joseph Hibbert;
- ii. Cash payments allegedly made to Mr. Joseph Hibbert;
- iii. Alleged payments to Mr. Joseph Hibbert;
- iv. Payments allegedly made to other individuals, for and on behalf of Mr. Joseph Hibbert.

*Payments allegedly made directly into bank accounts in the name of one Mr. Joseph Hibbert*

The payments in this category were detailed on the “*Export Agents Commission Card*” (See Appendix II) as being paid to Mr. Hibbert. However, the OCG has also seen corresponding bank transfer instruction documents from Mabey and Johnson for these alleged payments.

The following table details the amounts which were allegedly transferred by Mabey and Johnson into Mr. Hibbert’s bank accounts which were held at the National Commercial Bank of Jamaica Ltd. (NCB) in Kingston, Jamaica and at the Barclays Bank Plc. in Birmingham in the United Kingdom. These details were extracted, by the OCG, from the referenced “*Export Agents Commission Card*”.

<b>Number</b>	<b>Particulars</b>	<b>Transaction Date</b>	<b>Payment Amount (£)</b>	<b>Payment Amount (US\$)</b>	<b>Rate of Exc.</b>	<b>Related Document</b>
1	Advance Commission- Joe Hibbert	17/02/1997	2,000.00	3,000.00	1.5	See Appendix II- Exhibit PSX0013, & PXS0015
2	Bank Transfer to Joe Hibbert- Jamaica	17/11/1997	2,941.18	5,000.00	1.7	See Appendix II- Exhibit PXS0017 & PXS0018
3	Bank Transfer to Joe Hibbert- Jamaica	19/01/1998	3,080.71	5,000.00	1.68	See Appendix II- Exhibit PXS0019 & PXS0020
4	Bank Transfer to Joe Hibbert- Jamaica	02/04/1998	2,976.19	5,000.00	1.68	See Appendix II- Exhibit PXS0021, PXS0022 & PXS0023
5	Bank Transfer to Joe Hibbert- Jamaica	11/05/1998	4,166.67	7,000.00	1.68	See Appendix II- Exhibit PXS0024. PSX0025 & PXS0026
6	Bank Transfer to Joe Hibbert- Birmingham	23/07/1998	5,449.62	9,394.73	1.68	See Appendix II- Exhibit PXS0032 & PXS0030.

<b>Number</b>	<b>Particulars</b>	<b>Date</b>	<b>Payment Amount (£)</b>	<b>Payment Amount (US\$)</b>	<b>Rate of Exc.</b>	<b>Related Documents</b>
7	Bank Transfer to Joe Hibbert- Birmingham	05/11/1998	5,000.00	8,400.00	1.68	See Appendix II- Exhibit PXS0033 & PXS0034
8	Bank Transfer to Joe Hibbert- Birmingham	18/05/1999	5,000.00	8,050.00	1.61	See Appendix II- Exhibit PXS0036 & PXS0039
9	Bank Transfer to Joe Hibbert- Jamaica	04/06/1999	1,863.35	3,000.00	1.61	See Appendix II- Exhibit PXS0040 & PXS0041
10	Bank Transfer to Joe Hibbert- Birmingham	03/07/2000	5,000.00	7,600.00	1.52	See Appendix II- Exhibit PXS0046 & PXS0047
11	Bank Transfer to Joe Hibbert- Birmingham	20/03/2001	5,000.00	7,100.00		See Appendix II- Exhibit PXS0055 & PXS0056
12	Bank Transfer to Joe Hibbert- Birmingham	30/10/2001	3,000.00	4,380.00	1.46	See Appendix II- Exhibit PXS0065
	<b>TOTAL</b>		<b>45,477.72</b>	<b>72,924.73</b>		

1. With regard to the bank transfer that was made on 1998 April 2, in the amount of USD\$5,000 (**ref. item #4**) and which was allegedly transferred to Mr. Hibbert's NCB account, the OCG saw a note, which was addressed to Mr. Peter Sykes from Mr. Jonathan Danos, and which was dated 1998 April 1. The referenced note, stated as follows:

*“Please transfer \$5,000 U.S. To Joe Hibbert to his Jamaican account from his C.”*<sup>48</sup>

In regard to the referenced note, Mr. Peter Sykes, in his statement to the SFO, which was dated 2008 November 6, indicated that *“This was signed by DANOS and further signed ‘approved David MABEY 1/4/98’.”*<sup>49</sup>

2. With regard to the bank transfer in the amount of £5,449.62, which was made on 1998 July 23 (**ref. item #6**), and which was allegedly transferred to Mr. Hibbert’s Birmingham account, the OCG saw a Mabey & Johnson Memorandum, which was dated 1998 July 22, and which was addressed to Mr. David Mabey from Mr. Peter Sykes and copied to Mr. Jonathan Danos.

The referenced Memorandum stated as follows:

*“Please find attached the commission statement for J Hibbert for Jamaica which indicates a total of £15,449.62. As you are aware Mr J Hibbert is visiting the UK at the moment and he has requested via Jonathan Danos that he would like payment of commissions due as follows:-*

- 1) *The sum of £10,000 to be made available in cash (tomorrow 23/7/98).*
- 2) *The remainder to be transferred to his account in Birmingham.*

*If you are in agreement for the payment to be made please sign the attached transfer document plus the confirmatory letter to the bank to provide the cash amount.”*<sup>50</sup>

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<sup>48</sup> Note from Jonathan Danos.1998 April 1.(PSX0021) (See Appendix II)

<sup>49</sup> Peter Sykes. Statement to the SFO. 2008 November 6



3. With regard to the bank transfer in the amount of £5,000, which was made on 1998 November 5 (**ref. item #7**), and which was allegedly transferred to Mr. Hibbert's Birmingham account, the OCG saw a note from Mr. Jonathan Danos, that was addressed to a Mikel Urirarren, which was dated 1998 November 1.

The referenced note, which was dated 1998 November 1, from Mr. Danos stated as follows:

**"I have Just spoken to Joe Hibbert of Jamaica. His mother has just died in England. Could you please arrange through Peter Sykes for £5,000 (advance commission to be paid immediately to his Birmingham account as he needs to make funeral arrangements. Pls Don't Delay- thanks..."**<sup>51</sup> (OCG Emphasis)

Of import is the fact that a Ms. Charmel Hibbert, the niece of Mr. Joseph Hibbert, in a statement to the SFO, which was dated 2009 April 17, stated that **"I can also confirm that my Grand Mother was the mother to Joseph Uriah HIBBERT. I'm not sure of the year but I think his birthday is in July..."**<sup>52</sup>(OCG Emphasis)

Ms. Charmel Hibbert in her statement to the SFO, which was dated 2009 April 17 further stated that **"I refer to exhibit PRK0001, a Certified Death Certificate dated 20/01/2009. I confirm that this Certified Death Certificate relates to the death of my Grand Mother, Inez, STEWART who died on 1<sup>st</sup> of November 1998 at the University Hospital in Lewisham, Lewisham, London...I confirm that I registered my Grand Mothers death on the third of November 1998 at the Registry Office in Lewisham, London."**<sup>53</sup> (OCG Emphasis)

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<sup>50</sup> Mabe & Johnson Ltd. Memorandum. 1998 July 22.(PSX0030) (See Appendix II)

<sup>51</sup> Note from Jonathan Danos. 1998 November 1. (PXS0033) (See Appendix II)

<sup>52</sup> Charmel Hibbert. Statement to the SFO. 2009 April 17 (See Appendix II)

<sup>53</sup> Charmel Hibbert. Statement to the SFO. 2009 April 17 (See Appendix II)

The statement which was given by Ms. Charmel Hibbert, to the SFO, on 2009 April 17, corroborates the information regarding the death of Mr. Hibbert's mother, which was contained in the note from Mr. Danos, which was dated 1998 November 1.

4. With regard to the bank transfer that was made on 1999 May 18, in the amount of £5,000 (**ref. item #8**), and which was allegedly transferred to Mr. Hibbert's Birmingham account, the OCG saw an internal Mabey & Johnson Memorandum, which was dated 1999 May 18, that was addressed to Mr. David Mabey and Mr. Peter Sykes from Mr. Jonathan Danos.

The referenced Memorandum stated as follows:

*"I have been approached by Joe Hibbert regarding an advance of GBP5,000 to cover expenses on his next visit to the UK. He has requested that this sum is credited to his account in Birmingham. If you are in agreement for this transfer to take place please sign the transfer document."*<sup>54</sup>

5. With regard to the bank transfer that was made on 1999 June 4, in the amount of USD\$3,000 (**ref. item #9**), and which was allegedly transferred to Mr. Hibbert's NCB account, the OCG saw an internal Mabey & Johnson Memorandum, which was dated 1999 June 2, that was addressed to a Mr. Peter Sykes from Mr. Jonathan Danos.

The referenced Memorandum stated as follows:

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<sup>54</sup> Mabey & Johnson Ltd. Memorandum addressed to David Mabey & Peter Skyes. 1999 May 18.(PXS0039) (See Appendix II)

**“I have been contacted by Joe Hibbert today requesting that USD3,000.00 be sent by bank transfer to his Jamaican Account at National Commercial Bank. These monies are to be attributed to the next contract for Flyovers (USD30m).”**<sup>55</sup> (OCG Emphasis)

The OCG saw evidence of a handwritten note on the referenced Memorandum, which states as follows:

*“Re: telecon with JLD. This will be the last one in advance.”*

Further, in regard to the said Memorandum, Mr. Peter Sykes, in his statement to the SFO, which was dated 2008 November 6, stated that *“It is signed D MABEY 4/6/99. **The wording of this memo shows that the contract for flyovers was not at that time in existence which is why it was an advance payment.**”*<sup>56</sup> (OCG Emphasis)

6. With regard to the bank transfer that was made on 2000 July 3, in the amount of £5,000 (**ref. item #10**), and which was allegedly transferred to Mr. Hibbert’s Birmingham account, the OCG saw an internal Mabey & Johnson Memorandum, which was dated 2000 June 30, that was addressed to Mr. David Mabey from Mr. Jonathan Danos. The referenced Memorandum stated as follows:

*“Joe Hibbert, Technical Director of Ministry of Works, Jamaica is due to arrive in the UK in July and has asked us, **as usual**, to make travel arrangements etc for him.*

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<sup>55</sup> Mabey & Johnson Ltd. Memo addressed to Peter Skyes. 1999 June 2.(PXS0040) (See Appendix II)

<sup>56</sup> Peter Sykes. Statement to the SFO. 2008 November 6

1. *Could we please transfer £2500 to Deryck Gibson's account in Jamaica (he has a travel agent that organises all his travel so we do not need to make any arrangements ourselves).*
2. *£5000 to Joe Hibbert's Manchester account.*

*I am pleased to confirm that we have now received from the Jamaican Government £1,212,420 for the ECGD premium that has been paid in full. Please note that this amount was included in our offer but nonetheless we have managed to get them to pay this, which increases our profit on the contract by this amount.*

*15% down payment of the contract is now a banking formality and requires no further action from the Jamaicans. It is expected in the next two to three weeks. I would be grateful if you could authorise these payments which will be deducted from any commissions to be paid.”<sup>57</sup>*

Further, it is instructive to note that Dr. Alwin Hales, in his response to the OCG's Requisition, which was dated 2009 February 24, informed the OCG that Mr. Hibbert had “...*demitted office on May 22, 2000 on 105 days vacation leave and retired at the expiration of the vacation leave on October 20, 2000 on the grounds of abolition of post.*”<sup>58</sup>(OCG Emphasis)

7. With regard to the bank transfer that was made on 2001 March 20, in the amount of £5,000 (**ref. item #11**), and which was allegedly transferred to Mr. Hibbert's Birmingham account, the OCG saw an internal Mabey & Johnson Memorandum, which was dated 2001 March 19, that was addressed to Mr. Peter Sykes from Mr. Jonathan Danos. The referenced Memorandum stated as follows:

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<sup>57</sup> Mabey & Johnson Ltd. Memorandum. 2000 June 30.(PXS0046) (See Appendix II)

<sup>58</sup> Dr. Alwin Hales. Response to the OCG's Requisition. 2009 February 24 (See Appendix I)

*“Please arrange as follows:-*

- 1) Cheque for Funeral Expenses for GBP500.00 the cheque to be drawn in the name of “Faith Jadusingh”.*
- 2) Transfer for GBP5,000 to Joseph Hibbert – Birmingham Account.*

***Both the above to be deducted against commissions for Jamaican Bridge Contract.”***<sup>59</sup>

Handwritten on the said document is the following:

*“Agree to advance this as commission.”*

Mr. Sykes, in his statement to the SFO, which was dated 2008 November 6, also stated that the handwritten note was *“...signed David MABEY and dated 19/3/01”*.<sup>60</sup>

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<sup>59</sup> Mabey & Johnson Ltd. Memorandum. 2001 March 19(PSX0055) (See Appendix II)

<sup>60</sup> Peter Sykes. Statement to the SFO. 2008 November 6

Cash Payments Allegedly made to Mr. Joseph Hibbert

Mabey and Johnson is alleged to have made several cash payments to Mr. Joseph Hibbert. A review of the 'Export Agents Commission Card' and other documents, such as Mabey and Johnson internal memos, revealed that the following cash payments were allegedly made to Mr. Joseph Hibbert: (See Appendix II).

Number	Particulars	Date	Payment Amount (£)	Payment Amount (US\$)	Rate of Exc.	Observations
1	Cash Payment	07/07/1998	10,000.00	16,800.00	1.68	See Appendix II- Exhibit PXS0028 & PXS0029
2	Cash Payment	23/07/1998	10,000.00	16,800.00	1.68	See Appendix II- Exhibit PXS0030- & PSX0031
	<b>TOTALS</b>		<b>20,000.00</b>	<b>33,600.00</b>		

1. With regard to the cash payment which was allegedly made on 1998 July 7, in the amount of £10,000, the OCG saw an internal Mabey and Johnson. Memorandum, which was dated 1998 July 7, that was addressed to a Mr. D.G. Mabey from Mr. Jonathan Danos.

The referenced Memorandum stated as follows:

*“As you are aware Mr Hibbert is presently visiting the UK with two other colleagues. He has requested £10,000.00 cash to be deducted from commission due to him. Recent commission statement is enclosed. Please could you initial this memo as authorisation for the payment to be made.”<sup>61</sup>*

<sup>61</sup> Mabey & Johnson Ltd. Memorandum. 1998 July 7. (PXS0028) (See Appendix II)

It is instructive to note that Mr. Peter Sykes, in describing the referenced Memorandum that was dated 1998 July 7, in his statement to the SFO, which was dated 2008 November 6, stated that:

*“This is signed by ‘Jonathan L DANOS’. Under his name is shown his reference JLD/cdb. The cdb are initials of one of the company’s secretaries at the time. It would appear that the secretary prepared the memo which was then signed by Jonathan DANOS. The signature of David MABEY is shown.*

*There is a further hand written note ‘JJ--- RJG to alter Joe HIBBERTS commission spreadsheet.200635. 7/7/98’ This is the hand writing of David MABEY. JJ is Judy JORDAN, who was his secretary.”<sup>62</sup>*

2. With regard to the cash payment which was allegedly made on 1998 July 23, in the amount £10,000, the OCG saw an internal Mabey and Johnson Memorandum, which was dated 1998 July 22, and which was addressed to Mr. David Mabey from Mr. Peter Sykes and copied to Mr. Jonathan Danos.

The referenced Memorandum stated as follows:

*“Please find attached the commission statement for J Hibbert for Jamaica which indicates a total of £15,449.62. As you are aware Mr J Hibbert is visiting the UK at the moment and he has requested via Jonathan Danos that he would like payment of commissions due as follows:-*

- 1) *The sum of £10,000 to be made available in cash (tomorrow 23/7/98)....”<sup>63</sup>*

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<sup>62</sup> Peter Sykes. Statement to the SFO. 2008 November 6

Further, the OCG saw a letter, which was dated 1998 July 22, from Mabey & Johnson that was addressed to the Barclays Bank Plc. The referenced letter had the caption “*Cash requirement for Thursday 23 July 1998*” and stated as follows:

*“In confirmation of instructions from Peter Sykes we will require the sum of £10,000.00 in cash (£20 notes) to be provided Thursday 23 July 1998 at 1100 hours. The person nominated to collect these funds will call personally at King Street with a copy of this letter for identification. Please debit the above amount from our Sterling Account No.30656844.”*<sup>64</sup>

With regard to the captioned Mabey & Johnson letter, Mr. Peter Sykes , in his statement to the SFO, which was dated 2008 November 6, stated that “*The authorised signatories shown are David MABEY and Mr DALIDAY.*”<sup>65</sup>

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<sup>63</sup> Mabey & Johnson Ltd. Memorandum. 1998 July 22.(PSX0030) (See Appendix II)

<sup>64</sup> Mabey & Johnson Ltd. Letter to Barclays Bank PLC. 1998 July 22. (PXS0031) (See Appendix II)

<sup>65</sup> Peter Sykes. Statement to the SFO. 2008 November 6



Alleged payments to Mr. Joseph Hibbert

The “*Export Agents Commission Card*” (See Appendix II) also detailed other payments, which were allegedly made by Mabey and Johnson to Mr. Joseph Hibbert. However, the OCG has not seen any documentation, such as the bank transfer instructions or confirmation, for these payments.

The particulars of these payments are as follows:

Number	Particulars	Date	Payment Amount (£)	Payment Amount (US\$)	Rate of Exc.
1	The card details an undated advance payment	20/11/1993	2,181.32		
2	Advance Payment to J. Hibbert	20/11/1993	2,000.00		
3	Transfer to J. Hibbert	20/11/1993	10,876.88		
4	Advance Commission	10/10/1995	2,000.00	3,000.00	1.5
5	Advance Commission- re RCEF Memo	24/01 /1996	1,000.00	1,500.00	1.5
6	Advance Commission- re ET JLD	09/07/1996	2,000.00	3,000.00	1.5
7	Advance Commission- Joe Hibbert-	29/05/1997	1,856.45	3,000.00	1.65
8	Commission- total payment	19/12/2000	6,666.67	10,000.00	
	<b>TOTAL</b>		<b>28,581.32</b>	<b>20,500</b>	

Payments allegedly made for and on behalf of Mr. Hibbert to other individuals

A review of the 'Export Agents Commission Card' (See Appendix II) and other documents, such as Mabey & Johnson internal memos, revealed that the following payments were allegedly made for and on behalf of Mr. Hibbert:

Number	Particulars	Date	Payment Amount (£)	Payment Amount (US\$)	Rate of Exc.	Related Document
1	Costs for Mrs. I Stewart Airfare	20/11/1993	1,037.80			
2	Cash Payment to Mrs. Pinnock	31/10/1996	200.00	300.00	1.5	
3	Deduct for Air Travel of Ministry Personnel see memo Jam\$69,976	28/07/1997	1,249.57	2,099.28	1.68	
4	Cheque to Faith Jadusingh	05/05/1999	3,000.00	4,830.00	1.61	
5	Cheque to Janice Chase	06/01/2000	2,000.00	3,220.00	1.61	See Appendix II- Exhibit PXS0043
6	Cheque Faith Jadusingh- Funeral Expense	20/03/2001	500.00	710.00		See Appendix II- Exhibit PXS0055
	<b>TOTALS</b>		<b>7987.37</b>	<b>11159.28</b>		

1. With regard to the cheque that was allegedly made out to Ms. Faith Jadusingh, in the amount of £500 (**ref. item #6**), and which has a transaction date of 2001 March 20, the OCG saw an internal Mabey & Johnson Ltd. Memorandum, which was dated 2001 March 19, that was addressed to Mr. Peter Sykes from Mr. Jonathan Danos.

The referenced Memorandum, stated as follows:

*“Please arrange the following:-*

*1) Cheque for Funeral Expenses for GBP500.00 the cheque to be drawn in the name of “Faith Jadusingh” ...the above to be deducted against commissions for Jamaican Bridge Contract.”<sup>66</sup>*

Further, it must be highlighted that Ms. Charmel Hibbert (niece of Mr. Joseph Hibbert), in her statement to the SFO, which was dated 2009 April 17, stated that **“I have been asked if I know a person by the name of Faith JADUSINGH. I can say that she is my cousin.”<sup>67</sup>** (OCG Emphasis)

In addition, the OCG in its Requisition, which was dated 2009 May 27, asked Mr. Hibbert the following question:

*“Are you familiar and/or associated with any of the following persons:*

*A. Faith Judasingh; ...”<sup>68</sup>*

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<sup>66</sup> Mabey & Johnson Ltd. Memorandum. 2001 March 19(PSX0055) (See Appendix II)

<sup>67</sup> Charmel Hibbert. Statement to the SFO. 2009 April 17 (See Appendix II)

<sup>68</sup> OCG. Requisition to Mr. Joseph Hibbert. 2009 May 27 (See Appendix I)

In his response to the OCG's Requisition, which was dated 2009 June 17, Mr. Hibbert stated "*Faith Jadusingh – Niece*"<sup>69</sup> (OCG Emphasis)

2. With regard to the cheque that was allegedly made out to Ms. Janice Chase, in the amount of £2000, and which has a transaction date of 2000 January 6 (**ref. item #5**), the OCG saw what appeared to be a bank transfer document which was entitled "*Instructions for the payment of funds to Leadenhall Bank & Trust Company Limited.*"<sup>70</sup>

Mr. Peter Sykes, in describing the captioned document, in his statement to the SFO, which was dated 2008 November 6, stated that "...*hand written at the top as follows; 'Jamaica – Flyover Dec 99 contract/compact 200 Montego Bay Enterprises Inc. I can confirm that the hand writing at the top of this page is that of Jonathan DANOS...A hand written note at the bottom states 'Also a cheque for £2,000 for Janice CHASE.' This is signed D MABEY 5/1/00.*"<sup>71</sup> (OCG Emphasis)

In addition, the OCG in its Requisition, which was dated 2009 May 27, asked Mr. Hibbert the following question:

*"Are you familiar and/or associated with any of the following persons:*

*B. Janice Chase;..."*<sup>72</sup>

In his response to the OCG's Requisition, which was dated 2009 June 17, Mr. Hibbert stated "*Janice Chase – Friend*"<sup>73</sup> (OCG Emphasis)

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<sup>69</sup> Joseph Hibbert. Response to the OCG's Requisition. 2009 June 17 (See Appendix I)

<sup>70</sup> Mabey & Johnson. Bank Transfer document. (PSX0043) (See Appendix II)

<sup>71</sup> Peter Sykes. Statement to the SFO. 2008 November 6

<sup>72</sup> OCG. Requisition to Mr. Joseph Hibbert. 2009 May 27 (See Appendix I)

Further, it is instructive to note that Ms. Janice Chase, in her statement to the SFO, which was dated 2009 July 26, stated that “I have been asked if Joe ever arranged a cheque for £2,000.00 for me. I remember that in 2000 I was decorating my flat. I asked Joe if he could help me out financially. He agreed and told me that ‘Jon’ would be in touch. He did get in touch and I went to, I think it was Holland Park to collect it from him. I know ‘Jon’ to be Jonathan DANOS...I met him on occasions with Joe. Joe said that ‘Jon’ was one of his best friends... ‘Jon’ actually attended the wedding of Faith JADUSINGH in 1999.”<sup>74</sup> (OCG Emphasis)

### Other Payments

The payments which are listed in the table which appears in this section were also detailed on the “*Export Agents Commission Card*” and, according to Mr. Peter Sykes, the “*Export Agents Commission Card*”, which was held in the name of Mr. Joseph Hibbert, was changed to that of “*Montego Bay*” based upon the instructions of Mr. Jonathan Danos.

However, the OCG has not seen any documentary evidence to show that Mr. Joseph Hibbert was the beneficiary of these amounts which were detailed on the “*Export Agents Commission Card*” (See Appendix II) and, as such, the OCG did not include these payments in the foregoing four (4) areas of alleged payments for and/or on the behalf of Mr. Joseph Hibbert.

In this regard, it is instructive to note that Mr. Peter Sykes, in his statement to the SFO, which was dated 2008 November 6, stated as follows:

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<sup>73</sup> Joseph Hibbert. Response to the OCG’s Requisition. 2009 June 17 (See Appendix I)

<sup>74</sup> Janice Chase. Statement to the SFO. 2009 July 26 (See Appendix II)

*“Payments were made to Joseph HIBBERT from an Export Commission Card in his name to accounts that he held in the UK, Jamaica and Bahamas. He was also paid in cash at times. This Export Commission Card’s title was later changed to 'MONTEGO BAY'. I do not know the reason for the change in Commission Card title but some of the payments shown on the MONTEGO BAY Export Commission Card are shown as being made to Joe HIBBERT as his name appears as a recipient of commission payments.*

*I do not know who had control over the account held at the LEADENHALL BANK and TRUST Co, which received payments from the MONTEGO BAY Commission Card. I would have expected that if the payments were for anyone other than Joseph HIBBERT then a new and separate commission card, with the name of the recipient, would have been prepared and used. In all the circumstances, I have no reason to believe that the payments made to LEADENHALL BANK and TRUST Co in the name of Montego Bay, are for anyone other than Joseph HIBBERT.”<sup>75</sup>(OCG Emphasis)*

Based upon a review of the documents which were provided to the OCG, by the SFO, and, in particular, the “*Export Agents Commission Card*”, which was referred to by Mr. Sykes in his statement to the SFO, that was dated 2009 November 6, the OCG found that there were several alleged transfers made to the Leadenhall Bank & Trust Co. in the Bahamas for and behalf of the Montego Bay Enterprises Ltd.

In the OCG’s Media Release of 2009 January 7, which publicly announced the OCG’s decision to commence a formal investigation into the allegations of corruption and irregularity involving GOJ contract awards to Mabey and Johnson, a reference was made to allegations which suggested that “*questionable payments, totalling several million United States dollars in value, were made or transferred by Mabey and Johnson to*

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<sup>75</sup> Peter Skyes. Statement to the SFO. 2008 November 6

*certain specified persons and/or into certain bank accounts, in relation to the said contracts” (See Appendix I).*

The OCG’s Media Release had further disclosed that *“The Documentation that the OCG has received from the JCF would suggest that several of the alleged referenced payments were made to, for the benefit of, and/or on the account of, the said Mr. Joseph Hibbert between 1993 and 2003”.* (See Appendix I).

The following table highlights some of the particulars of some of the alleged referenced payments. The payment particulars were extracted by the OCG from the above-referenced *“Export Agents Commission Card”* (See Appendix II).

Number	Particulars	Transaction Date	Payment Amount (£)	Payment Amount (US)	Rate of Exchange
1	Bank Transfer to Leadenhall Bank & Trust Co- USD20,000	06/01/2000	12,422.36	20,000.00	1.61
2	Bank Transfer to Leadenhall Bank & Trust Co- GBP320,444/USD476,948.85	21/08/2000	320,444.00	476,948.85	-
3	Bank Transfer to Leadenhall Bank & Trust Co- GBP197,876/USD291,827.52	02/02/2001	197,876.03	291,827.52	-
4	Bank Transfer to Leadenhall Bank & Trust Co- GBP590802.25	16/08/2001	590,802.25	837,956.44	-
5	Bank Transfer to Leadenhall Bank & Trust Co- GBP253,534.62 Part Pymt	15/11/2001	253,534.62	363,594.00	-
6	Bank Transfer to Leadenhall Bank & Trust Co- GBP110,059.38 Part Pymt	16/11/2001	110,059.38	157,219.82	-
7	Bank Transfer to Leadenhall Bank & Trust Co- GBP212,291.00 final Pymt	29/01/2002	212,291.00	297,992.88	1.4037
	<b>TOTAL</b>		<b>1,697,429.64</b>	<b>2,445,539.51</b>	

It is instructive to note that the OCG, in its Requisition which was dated 2009 May 27, asked Mr. Hibbert the following questions:



*“Did you, at any time, and/or do you have any bank account(s) with the Leadenhall Bank & Trust Co. Ltd., in the Bahamas?”*

*i. If yes, please provide the following information:*

*(a) The account number(s);*

*(b) The date(s) on which the account(s) was/were opened;*

*(c) The date(s) on which the account(s) was/were closed;*

*(d) The branch at which each of the account(s) is/was held;*

*(e) The name(s) of the signatories to the account.*

*ii. If no, are you and/or were you, at any time, a signatory to any account which is/was held with the Leadenhall Bank & Trust Co. Ltd. in the Bahamas? If yes, please provide (a) the particulars of the same, (b) the account(s) number(s), (c) the date(s) on which such account(s) was/were opened and closed, and (d) the name(s) of the primary account holder(s).”<sup>76</sup>*

In his response to the OCG’s Requisition, which was dated 2009 June 17, Mr. Hibbert stated that *“No... (a) (b) (c) (d) (e) Does not apply.”<sup>77</sup>*

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<sup>76</sup> OCG. Requisition to Joseph Hibbert. 2009 May 27 (See Appendix I)

<sup>77</sup> Joseph Hibbert. Response to the OCG’s Requisition. 2009 June 17 (See Appendix I)

With regard to the account which was held at the Leadenhall Bank and Trust Co. Ltd. in the Bahamas, it is instructive to note that the OCG has not received and/or seen any documents which would suggest that Mr. Hibbert was (a) a primary account holder and/or (b) a signatory to the account.

However, the SFO, by way of a letter, which was dated 2009 May 29, that was addressed to ACP Green, stated that:

*“The following documents have also come into the possession of the SFO:*

*A copy of a General Ledger entry regarding Montego Bay Enterprises Inc showing a payment of \$5,000.00 on 27-Apr-01 to Joseph HIBBERT.*

*A copy document from TRUST SERVICES, S.A. Statement of Savings Account, Name: Banco Continental De Panama, Name Montego Bay Enterprises showing a payment transfer of \$5,000.00 to Joseph HIBBERT on Oct 9/02...*

*A copy of a document titles ‘Leadenhall Trust US Client Account, General Ledger, Montego Bay Enterprises Inc for the period 17-Aug-01 to 08-Oct-01’ showing payment of \$5,000.00 to Joseph HIBBERT on 09-Oct-01.”<sup>78</sup>*

***Mr. Joseph Hibbert’s Bank Account Information – Identity of Account Holder***

It must be noted that, at the commencement of its Investigation, the OCG found that several assertions were made with regard to whether or not the Joseph Hibbert, which was accused by Mabey & Johnson of receiving bribes and/or kick-backs, was the said Joseph Hibbert who is currently a Member of Parliament and who was formerly the Chief Technical Director in the MTW.

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<sup>78</sup> Sasi-Kanth Mallela. SFO letter to ACP Green. 2009 May 29 (See Appendix II)

In point of fact, in a *Jamaica Gleaner* article, which was entitled “*Heat on Hibbert - OCG to probe state minister on corruption allegation, lawyer angered*”, that was published on 2009 January 8, it was reported that Mr. Ernest Smith, Attorney-At-Law representing Mr. Hibbert, had asserted that Mr. Hibbert was the “...*victim of crooks who used his name to defraud Mabey and Johnson and send the money to bank accounts in some far away land.*”<sup>79</sup> (OCG Emphasis)

The referenced article further reported that Mr. Smith had indicated that the “...*documents supplied by the British investigators indicate that money was transferred to accounts that did not belong to Hibbert.*”<sup>80</sup>

Therefore, from the very outset of the Investigation, the identity of Mr. Joseph Hibbert, as well as the veracity of the identity of the holders of the bank accounts to which money was allegedly transferred by Mabey & Johnson were brought into question.

*National Commercial Bank of Jamaica Limited (NCB), Kingston, Jamaica*

It is the finding of the OCG that the payments which were allegedly deposited by Mabey and Johnson into the referenced NCB, Kingston, Jamaica bank account, were deposited into an account bearing the number **064883623**.

Consequently, the OCG in its Requisition, which was dated 2009 May 27, asked Mr. Hibbert the following questions:

*“Did you, at any time, and/or do you have any bank account(s) with the National Commercial Bank of Jamaica Ltd.?”*

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<sup>79</sup> Jamaica Gleaner. “*Heat on Hibbert - OCG to probe state minister on corruption allegation, lawyer angered*”. 2009 January 8. <http://www.jamaicagleaner.com/gleaner/20090108/lead/lead1.html>

<sup>80</sup> Jamaica Gleaner. “*Heat on Hibbert - OCG to probe state minister on corruption allegation, lawyer angered*”. 2009 January 8. <http://www.jamaicagleaner.com/gleaner/20090108/lead/lead1.html>

ii. *If yes, please provide the following information:*

*(a) The account number(s);*

*(b) The date(s) on which the account(s) was/were opened;*

*(c) The date(s) on which the account(s) was/were closed;*

*(d) The branch at which each of the account(s) is/was held;*

*(e) The name(s) of the signatories to the account.*

iii. *If no, are you and/or were you, at any time, a signatory to any account which is/was held with the National Commercial Bank of Jamaica Ltd.? If yes, please provide (a) the particulars of the same, (b) the account(s) number(s), (c) the date(s) on which such account(s) was/were opened and closed, and (d) the name(s) of the primary account holder(s).”<sup>81</sup>*

In his response to the OCG’s Requisition, which was dated 2009 June 17, Mr. Hibbert stated “yes” and provided the following details:

- a) “Account No. 064153153*
- b) December 1972*
- c) Account remained opened.*
- d) 54 Kings Street.*
- e) Joseph Uriah Hibbert.*

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<sup>81</sup> OCG. Requisition to Joseph Hibbert. 2009 May 27 (See Appendix I)

*(ii) See answer to 6(i) above.*<sup>82</sup>

The OCG found that the account number which was provided by Mr. Hibbert (i.e. **064153153**) was not identical to that which was detailed in the bank transfer documents which were supplied by the SFO to the OCG regarding the alleged Mabey and Johnson payments that were made to Mr. Joseph Hibbert (i.e. **064883623**).

However, the OCG, by way of a formal written Requisition to the NCB, which was dated 2009 June 3, asked Mr. Patrick Hylton, the Group Managing Director of NCB, the following questions:

*“The OCG has received from the Serious Fraud Office in the United Kingdom evidence of account number 064883623 being held in the name of one Mr. Joseph Hibbert with the National Commercial Bank of Jamaica Ltd. In this respect, kindly provide the following particulars for account number 064883623 (the account is recorded as being held at the Kings Street Branch):*

- (a) The date on which the account was opened;*
- (b) If closed, the date on which the account was closed;*
- (c) Please confirm the branch at which each of the account is/was held;*
- (d) The name(s) of the signatories to the account(s);*
- (e) The name(s) of the primary account holder(s);*

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<sup>82</sup> Joseph Hibbert. Response to the OCG’s Requisition. 2009 June 17 (no.6) (See Appendix I)

*f) The given address of the primary account holder(s). ”<sup>83</sup>*

In its response to the OCG’s Requisition, which was dated 2009 June 16, Mrs. Nicola Whymys Stone, the Legal Counsel, NCB, advised as follows:

*“Please note that account number 064883623 was closed to account number 064153153.”<sup>84</sup>*

	<i>A/C No. 064883623</i>	<i>A/C No. 064153153</i>
<i>a. Date account was opened</i>	<i>20 December 1982</i>	<i>26 September, 2003</i>
<i>b. Date account was closed</i>	<i>September 26, 2003</i>	<i>N/A</i>
<i>c. Branch account was held</i>	<i>37 Duke Street</i>	<i>37 Duke Street</i>
<i>d. Names of Signatories on account</i>	<i>Joseph Uriah Hibbert</i>	<i>Joseph Uriah Hibbert</i>
<i>e. Name of Primary account holder</i>	<i>Joseph Uriah Hibbert</i>	<i>Joseph Uriah Hibbert</i>
<i>f. Address on File</i>	<i>27 Tucker Ave. Kingston 6</i>	<i>27 Tucker Ave. Kingston 6</i>

Having regard to the information which was detailed by the NCB, the OCG found that the account which was held in the name of Mr. Joseph Hibbert and to which payments from Mabey & Johnson Ltd. were allegedly transferred, was closed on 2003 September 26. However, Mr. Joseph Hibbert was, at all times, the primary account holder of the said account.

At this juncture, it is instructive to record that the OCG recognized that there may have been some reservation on the part of the NCB to disclose the information which was requisitioned in light of the bank’s policy of maintaining the strict confidentiality and secrecy of its clients’ information.

<sup>83</sup> OCG. Requisition to Mr. Patrick Hylton. NCB. 2009 June 3 (See Appendix I)

<sup>84</sup> NCB. Response to the OCG’s Requisition. 2009 June 16 (See Appendix I)

Consequently, the OCG believes that it is extremely important to publicly highlight the fact that the Contractor General Act, by its expressed provisions, grants to a Contractor General certain over-riding powers, in the public interest, to demand, to receive and to publish such information in the pursuit of its statutory investigations.

In the foregoing regard, Section 18 (4) of the Contractor General Act provides as follows:

*“Any obligation to maintain secrecy or any restriction on the disclosure of information or the production of any document or paper or thing imposed on any person under the Official Secrets Act, 1911 to 1939 of the UK (or of any Act of Parliament of Jamaica replacing the same in its application to Jamaica) or, subject to the provisions of this Act, by any law (including a rule of law) shall not apply in relation to the disclosure of information or the production of any document or thing by that person to a Contractor General for the purpose of an investigation ...”.*

Further, Section 28 (4) of the Contractor General Act specifically provides that *“A Contractor General may, in the public interest, from time to time, publish in such manner as he thinks fit, reports (of his Investigations) ... but no such report shall be published until after it has been laid (in the House of Representatives and the Senate) pursuant to subsection (3)”*

*Barclays Bank PLC, Birmingham, United Kingdom*

With regard to the payments, which were allegedly made by Mabey and Johnson to the Birmingham Bank, the OCG found that the payments were allegedly deposited in the Barclays Bank Plc., in Birmingham, UK, to an account which carried the number **10473936**.

Consequently, the OCG in its Requisition, which was dated 2007 May 27, asked Mr. Hibbert the following questions:

*“Did you, at any time, and/or do you have any bank account(s) with the Barclays Bank in England?”*

- i. If yes, please provide the following information:*
  - (a) The account number(s);*
  - (b) The date(s) on which the account(s) was/were opened;*
  - (c) The date(s) on which the account(s) was/were closed;*
  - (d) The branch at which each of the account(s) is/was held;*
  - (e) The name(s) of the signatories to the account.*
- ii. If no, are you and/or were you, at any time, a signatory to any account which is/was held with the Barclays Bank in England? If yes, please provide (a) the particulars of the same, (b) the account(s) number(s), (c) the date(s) on which such account(s) was/were opened and closed, and (d) the name(s) of the primary account holder(s). ”<sup>85</sup>*

In his response to the OCG’s Requisition, which was dated 2009 June 17, Mr. Hibbert stated “Yes” and provided the following details:

- a) “10473936*
- b) 21.8.1992.*

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<sup>85</sup> OCG. Requisition to Joseph Hibbert. 2009 May 27 (See Appendix I)



- c) *Account never closed.*
- d) *Soho Road Branch, Birmingham*
- e) *Joseph Uriah Hibbert.*<sup>86</sup>

Consequently, the OCG found that the account number which was detailed by Mr. Hibbert, in his response to its Requisition, and that to which the payments were allegedly transferred by Mabey & Johnson, were identical.

*Corroboration of Evidence Regarding Identity of Accounts' Holder*

It is instructive to note that the OCG, in its Requisition, which was dated 2009 May 27, that was addressed to Mr. Hibbert, asked the following question:

*“Please provide (a) your complete name (i.e. your Christian, Middle and Surname), (b) place of birth and (c) your date of birth. Please provide documentary evidence to substantiate your assertions/responses.”*

In his response to the OCG's Requisition, which was dated 2009 June 17, Mr. Hibbert stated as follows:

- (a) *“Joseph Uriah Hibbert*
- (b) *Benoah District, Kalorama P.A., St. Andrew*
- (c) *July 20, 1948”*<sup>87</sup>

In support of his assertions, Mr. Hibbert submitted a copy of his Birth Certificate to the OCG.

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<sup>86</sup> Joseph Hibbert. Response to the OCG's Requisition. 2009 June 17 (See Appendix I)

<sup>87</sup> Joseph Hibbert. Response to the OCG's Requisition. 2009 June 17 (See Appendix I)

In addition, it should be noted that in its response to the OCG's Requisition, which was dated 2009 June 16, the NCB submitted copies of the following documentation, *inter alia*, from its files regarding the accounts which are held in the name of Mr. Joseph Hibbert:

1. Signature card for account number 06153153;
2. Passport on file for Mr. Joseph Uriah Hibbert.

Based upon a cross check of Mr. Hibbert's birth certificate and the copy of his passport which was submitted to the OCG by the NCB, the OCG found that the dates of birth given were identical. (See Appendix I).

Consequently, based upon the sworn testimony which was provided to the OCG by Mr. Joseph Hibbert himself, and by the NCB, there exists absolutely no question or doubt as to the identity of the person who held the above-referenced account which was maintained at the NCB and into which several payments were allegedly made by Mabey and Johnson.

The identity of the holder of the account is Mr. Joseph Hibbert, the former Chief Technical Director in the Ministry of Transport and Works. The account holder is also the same person who currently sits as an elected Member of the House of Representatives the Parliament of Jamaica and who reportedly resigned, on 2009 July 14, from his most recent substantive position as the Minister of State in the GOJ's Ministry of Transport and Works.

With regard to the above-referenced Birmingham, UK, Barclays Bank Plc. account, the SFO, by way of a letter, which was dated 2009 July 29, provided the OCG with a copy of a '*Personal Customer Profile Report*' which was dated 2008 March 17. The referenced

report expressly specified, *inter alia*, the following information (See Appendix II, Items #6E and 6F):

1. *"Name: Mr. Joseph Uriah Hibbert"*
2. *"Address: 27 Tucker Avenue, Kingston, Jamaica, West Indies"*
3. *"Date of Birth: 20.07.1948"*
4. *"Years with Bank: 15"*
5. *"Years at Address: 13"*
6. *"Date moved to Current Address: 07.10.1994"*
7. *"Country of Residence: Jamaica"*
8. *"Mother's Maiden Name: Inez Caroline Stewart"*
9. *"Gross Annual Income: £0.00"*
10. *"Work Phone: 876-929-1183"*
11. *"Home Phone: 876-978-0669"*

It is instructive to note that the OCG, upon a review of the *'Personal Customer Profile Report'*, made a telephone call to the *"Work"* telephone number which was detailed thereon, viz. *"876-929-1183"*. The person who answered the call stated thus: *"Jamaica Labour Party Headquarters. Can I help you?"*

It is an empirical fact that Mr. Joseph Hibbert is currently a sitting Member of Parliament of the ruling Jamaica Labour Party (JLP) whose elected members constitute the majority of the members of the House of Representatives of the Parliament of Jamaica.

Further, the OCG, in its Requisition, which was dated 2009 May 27, that was addressed to Mr. Hibbert, asked the following question:

*“What is your mother’s full name (i.e. her Christian, Middle and Surname, both Maiden and Married)? Please provide documentary evidence, where possible, to substantiate your assertions/responses.”*

In his sworn response to the OCG’s Requisition, which was dated 2009 June 17, Mr. Hibbert stated “*Inez, Caroline Stewart*”.<sup>88</sup>

Based upon the foregoing, inclusive of Mr. Hibbert’s own sworn statement to the OCG, there can be no doubt as to the identity of the holder of the above-referenced Birmingham, UK, Barclays Bank Plc. Account into which several Mabey and Johnson payments were allegedly made.

The identity of the holder of the account is Mr. Joseph Hibbert, the former Chief Technical Director in the Ministry of Transport and Works. The account holder is also the same person who currently sits as an elected Member of the House of Representatives of the Houses of Parliament of Jamaica and who reportedly resigned, on 2009 July 14, from his most recent substantive position as the Minister of State in the GOJ’s Ministry of Transport and Works.

### ***Responses of Mr. Joseph Hibbert and the MTW to the Allegations of Corruption***

The OCG, in its Requisition, which was dated 2009 May 27, asked Mr. Joseph Hibbert the following questions:

*“Have you ever received any benefit(s) and/or payment(s) in cash, or in kind, whether directly or indirectly, from Mabey & Johnson Ltd., its Agent(s), Official(s), Officer(s), Employee(s) and/or anyone acting on its behalf?”*

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<sup>88</sup> Joseph Hibbert. Response to the OCG’s Requisition. 2009 June 17 (See Appendix I)

- i. *If yes, please provide the following information:*
- (a) *The date(s) on which you received such benefit(s) and/or payment(s);*
  - (b) *The nature of benefit(s) and/or payment(s) which was/were received by you;*
  - (c) *The name(s) of the individual(s) and/or entity(ies) from whom such benefit(s) and/or payment(s) was/were received;*
  - (d) *The particulars of the benefit(s) and/or payment(s) which was/were received by you;*
  - (e) *The value(s) and/or amount(s) of the benefit(s) and/or payment(s) which was/were received by you;*
  - (f) *The rationale, purpose, justification and/or reason for Mabey & Johnson Ltd., its Agent(s), Official(s), Officer(s), Employee(s) and/or anyone acting on its behalf making such payment(s) and/or providing you with such benefit(s).*
- ii. *If no, has any relative and/or any person acting on your behalf, received, whether directly or indirectly, any benefit(s), in cash or in kind, from Mabey & Johnson Ltd., its Agent(s), Official(s), Officer(s), Employee(s) and/or anyone acting on its behalf? If yes, please provide a comprehensive statement of all relevant particulars, inclusive of a description of the benefit(s) received. In any case where the benefit was received by a person who was acting on your behalf, please also*

*provide the full name, profession and address of the person(s) and a description of the relationship which you have and/or have had with that person(s). ”<sup>89</sup>*

In his response to the OCG’s Requisition, which was dated 2009 June 17, Mr. Hibbert stated “**Yes**” and provided the following details:

- (a) The dates of payments have been requested of my Bank and will be forwarded as soon as they are received.*
- (b) Payments for 'out-of-pocket expenses' for travel to the United Kingdom were received.*
- (c) Jonathan Danos*
- (d) Airfare, living accommodation and travel expenses.*
- (e) Details to be provided.*
- (f) Payments were made to cover official trips authorized by the Government of Jamaica to the United Kingdom to negotiate the terms of contract and to inspect bridge parts and components to be manufactured and shipped to Jamaica.*

*(ii) See answer at 4(i). ”<sup>90</sup> (OCG Emphasis)*

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<sup>89</sup> OCG. Requisition to Joseph Hibbert. 2009 May 27 (See Appendix I)

<sup>90</sup> Joseph Hibbert. Response to the OCG’s Requisition. 2009 June 17 (See Appendix I)

Subsequently, on 2009 August 7, Mr. Hibbert submitted to the OCG, copies of several pieces of correspondence between himself and his banks, namely, the Barclays Bank Plc. and the NCB.

By way of a letter, which was dated 2009 June 4, Mr. Joseph Hibbert, wrote to the Barclays Bank Plc and stated, *inter alia*, as follows:

*“In order to respond to questions raised by the Contractor General’s Department in Jamaica I would be grateful if you would furnish me with a copy of a bank statement. This statement should include all lodgements and deductions from the opening of this account to the present time.”*<sup>91</sup>

In its response to Mr. Hibbert’s foregoing letter, which was dated 2009 June 24, the Barclays Bank Plc. informed, *inter alia*, as follows:

*“We are only required to hold data for six years so unfortunately, we can’t provide you with all the information you requested.”*<sup>92</sup>

Further, by way of a letter, which was dated 2009 June 26, Mr. Joseph Hibbert, wrote to the NCB and stated, *inter alia*, as follows:

*“In order to respond to questions raised by the Contractor General’s Department in Jamaica I would be grateful if you would furnish me with a copy of a bank statement. This statement should include all lodgements and deductions from October 1, 1997 to June 30, 1998.”*<sup>93</sup>

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<sup>91</sup> Joseph Hibbert. Letter to the Barclays Bank Plc. 2009 June 4

<sup>92</sup> Barclays Bank Plc. Letter to Mr. Hibbert. 2009 June 24

<sup>93</sup> Joseph Hibbert. Letter to the NCB. 2009 June 26 (See Appendix I)

In its response to Mr. Hibbert's foregoing letter, which was dated 2009 July 1, the NCB informed, *inter alia*, as follows:

*"We refer to your letter dated 2009 June 26 and enclose statements dated 1997 October 01 to 1998 June 30 as requested."*<sup>94</sup>

It is instructive to note that OCG checks of the NCB bank statements, which were received from Mr. Hibbert, disclosed distinct monthly "*salary*" credits being made to his account.

In addition, the OCG's review and comparison of the statements which were provided by the NCB to Mr. Hibbert and the alleged payments which were made via a bank transfer by Mabey & Johnson revealed the following:

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<sup>94</sup> NCB. Letter to Joseph Hibbert. 2009 July 1 (See Appendix I)



<b>Transaction Date</b>	<b>Amount Transferred (US\$)</b>	<b>NCB Payment Advice Amount (J\$)</b>	<b>Payment Advise Date</b>	<b>BOJ historical Exchange Rates</b>	<b>Observation</b>
Nov. 17, 1997	5000.00	176,967.86	Nov. 20, 1997	Nov. 18, 1997 - 1USD = J\$36.13	3 Day Lapse between alleged Transfer and Credit to NCB Account
Jan. 19, 1998	5000.00	177,665.04	Jan. 22, 1998	Jan. 22, 1998 - 1USD = J\$36.59	3 Day Lapse between alleged Transfer and Credit to NCB Account
April 2, 1998	5000.00	177,465.04	April 6, 1998	April 6, 1998 - 1USD = J\$36.52	4 Day Lapse between alleged Transfer and Credit to NCB Account
May 11, 1998	7000.00	248,923.66	May 13, 1998	May 13, 1998 - 1USD = J\$36.47	2 Day Lapse between alleged Transfer and Credit to NCB Account

Consequently, the OCG found that pursuant to the NCB statements for the period of 1997 October 1 to 1998 June 30, Mr. Hibbert received credits to his account, which are of similar equivalency to that which were allegedly transferred by Mabey & Johnson.

These credits to his account were received within a two (2) to four (4) day time span of the date of the alleged instructions which were issued by Mabey & Johnson to transfer the referenced funds.

However, according to Mr. Hibbert, he received money from Mabey & Johnson for “...*out-of-pocket expenses*’ ...” and that the purpose of these said payments were (a) “...*to cover official trips authorized by the Government of Jamaica to the United Kingdom to negotiate the terms of contract and to inspect bridge parts and components*”

*to be manufactured and shipped to Jamaica” and for (b) “... expenses in Jamaica on behalf of Mabey and Johnson”.*

In this regard, it is instructive to note that the Staff Orders for the Public Service, 1976, makes provisions for public servants who travel overseas on official business. The relevant provisions of the referenced Staff Orders are as follows:

Section 9.21 provides as follows:

- (i) An officer who proceeds on duty overseas will be eligible for subsistence at the appropriate rates as set out in Schedule ‘C’ at the end of this Chapter, in addition to the reimbursement of his hotel bill including the cost of meals...*
  
- (iii) The subsistence allowance payable under (i) and (ii) of this Order are intended to cover local transport, telephone calls and laundry expenses. Additional charges for entertainment are not reimbursable.*

*Section 9.23 - The travelling expenses incurred by officers while on Government business overseas, which are directly connected with such business, will be reimbursed...*

*Section 9.24 – The conditions on which officers travelling on duty in or away from the island may be advanced such sum as may be considered necessary to meet reimbursable expenses, are specified in the Financial Instructions.*

Of significant import is the fact that the referenced Staff Orders for the Public Service 1976, would be applicable to the period under review, and in respect of which Mr. Hibbert, by his own admission, has indicated receiving money from Mabey & Johnson. It is important to note that the referenced Staff Orders were not revised until 2004 August 1.

It is also instructive to note that the OCG, in its Follow-up Requisition, which was dated 2009 July 23, asked Dr. Alwin Hales, the Permanent Secretary in the MTW the following questions:

*“In your response to the OCG’s Requisition, Question numbered two (2), which was dated July 16, 2009, you provided an answer in relation to the period January – May 2009. However, the OCG’s question specifically stated **January 1990 – May 2009**. In light of the foregoing, kindly provide answers to the following questions:*

*A. **Are you aware of any circumstances in which Mabey & Johnson Ltd. paid for the (a) airfare, (b) living expense and/or (c) out of pocket expense for Mr. Joseph Hibbert during period January 1990- May 2009?** If yes, please detail the following information: (OCG Emphasis)*

- i. The capacity(ies) in which Mr. Hibbert acted in each instance;*
- ii. The rationale and purpose for Mr. Hibbert’s travel;*
- iii. The amount(s) which was/were paid to Mr. Hibbert in each instance;*
- iv. The manner in which payment(s) was/were made to Mr. Hibbert in each instance;*
- v. The date(s) on which Mr. Hibbert travelled;*
- vi. The particulars of the same;*
- vii. The name(s) and title(s) of any other representative(s) of the Ministry with whom Mr. Hibbert travelled in each instance;*

- viii. *State whether Mr. Hibbert made any declaration to the Ministry about receiving any such payments from Mabey & Johnson Ltd.*<sup>95</sup>

In his response to the OCG's Requisition, which was dated 2009 July 31, Dr. Hales stated conclusively as follows:

**"No- There is no evidence on file."**<sup>96</sup> (OCG Emphasis)

Further, the OCG, in its Requisition, which was dated 2009 June 30, also asked Dr. Alwin Hales, the Permanent Secretary in the MTW the following questions:

*"Did and/or does the Ministry allow for contracted companies to pay for the (a) airfare, (b) living expenses and/or (c) out of pocket expenses of Public Officers and/or Officials?"*

- i. *If yes, please provide an Executive Summary detailing the following:*

*(a) The circumstances in which such payments were/are allowed by the Ministry;*

*(b) The usual manner by which such payments were/are made;*

*(c) State whether the Public Officials and/or Officers are allowed to receive such payments directly from a contractor and/or potential contractor;*

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<sup>95</sup> OCG. Requisition to Dr. Alwin Hales. 2009 July 23 (See Appendix I)

<sup>96</sup> Dr. Alwin Hales. Response to the OCG's Follow-up Requisition. 2009 July 31 (See Appendix I)

*(d) State whether the Public Officials and/or Officers are required to make a declaration of any such payments to the Ministry.*

*ii. If no, has the Ministry ever allowed for such practices to occur?"*

In his response to the OCG's Requisition, which was dated 2009 July 16, Dr. Hales stated as follows:

*"Yes. This is in keeping with the Ministry of Finance and the Public Service Circular No. 10, dated **March 27, 2009**, Section 6 states:*

*Where the full cost of the trip is being sponsored by an overseas organization, a travel allowance of US \$40 per day for Parliamentarians and US \$35 per day for public officers shall be applied, up to a maximum of one month and thereafter an application of US \$10 per day to a total maximum of US \$ 2000.00"*

***(i) Executive Summary***

*(a) The circumstances allowed by the Ministry were/are for official travel to meet the objectives of the Ministry or in keeping with contractual requirements.*

***(b) Airfare and/or accommodation are paid directly to the airline and/or hotel. Out of pocket expense is provided by the Ministry...***

*(c) No.*

*(d) Not Applicable.*

(ii) *Not applicable.*<sup>97</sup> (OCG Emphasis)

However, it is critically instructive to note that the OCG, recognising that Dr. Hales had made reference to the “...*Ministry of Finance and the Public Service Circular No. 10, dated March 27, 2009, Section 6.*”, (OCG Emphasis), asked Dr. Hales the following question in its Follow-up Requisition, which was dated 2009 July 23:

*“In your response to the OCG’s Requisition, Question numbered one (1), which was dated July 16, 2009, you stated the following:*

*“Yes. This is in keeping with the Ministry of Finance and the Public Service Circular No. 10, dated March 27, 2009, Section 6 states:*

*Where the full cost of the trip is being sponsored by an overseas organization, a travel allowance of US \$40 per day for Parliamentarians and US \$35 per day for public officers shall be applied, up to a maximum of one month and thereafter an application of US \$10 per day to a total maximum of US \$ 2000.00.”*

*However, the OCG notes that the provision referenced by you, in your response, is applicable as at March 27, 2009. In light of the foregoing, kindly provide answers to the following questions in respect of the period 1990-2005.*

*A. Did the Ministry allow for contracted companies to pay for the out of pocket expenses of Public Officers and/or Officials?*

*i. If yes, please provide an Executive Summary detailing the following:*

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<sup>97</sup> Dr. Alwin Hales. Response to the OCG’s Requisition. 2009 July 16 (See Appendix I)

- a. *The circumstances in which such payments were/are allowed by the Ministry;*
  - b. *The usual manner by which such payments were/are made;*
  - c. *State whether the Public Officials and/or Officers are allowed to receive such payments directly from a contractor and/or potential contractor;*
  - d. *State whether the Public Officials and/or Officers are required to make a declaration of any such payments to the Ministry.*
- ii. *If no, has the Ministry ever allowed for such practices to occur?*<sup>98</sup>

In his response to the OCG's Follow-up Requisition, which was dated 2009 July 31, Dr. Hales stated as follows:

**A. No, out of pocket expenses are provided by way of a per diem supplied by the Ministry...** (OCG Emphasis)

*(ii) There is no documentary evidence in our files.*<sup>99</sup>

With regard to whether or not Mr. Hibbert was authorised by the GOJ and/or the Ministry to accept a per diem and/or any other payment from the contractor and/or anyone acting on behalf of the contractor, Dr. Hales stated that this was **"not applicable."**<sup>100</sup> (OCG Emphasis)

<sup>98</sup> OCG. Follow-up Requisition to Dr. Alwin Hales. 2009 July 23 (See Appendix I)

<sup>99</sup> Dr. Alwin Hales. Response to the OCG's Follow-up Requisition. 2009 July 31 (See Appendix I)

<sup>100</sup> Dr. Alwin Hales. Response to the OCG's Follow-up Requisition. 2009 July 31 (See Appendix I)

Having regard to the fact that Mabey & Johnson, in its letter to the Prime Minister, the Hon. Bruce Golding, 2009 May 5, stated that “Evidence identified in the investigation shows that Mabey and Johnson paid a Joseph Hibbert sums of money directly into UK and Jamaican bank accounts in his name, between November 1993 and October 2001.”, the OCG asked Dr. Hales the following question, in its Follow-up Requisition, which was dated 2009 July 23:

*“Where a contractor is paying for the (a) airfare, (b) accommodation and/or (c) out of pocket expenses of a Public Official and/or Officer, does the Ministry policy allow for the said company to make direct payment(s) to the Public Official and/or Officer? Please provide documentary evidence, where possible, to substantiate your assertions/responses.”<sup>101</sup>*

In his response to the OCG’s Follow-up Requisition, which was dated 2009 July 31, Dr. Hales stated that “No, the Staff Orders for the Public Service, Section 4.3- Gifts and Exchanges states:-

*(i) Officers, in their official capacity are forbidden to solicit or accept gifts or gratuities for the performance or neglect of official duties and responsibilities;...”<sup>102</sup> (OCG Emphasis)*

Further, it is instructive to note that Section 3.17 of the Staff Orders for the Public Service, 1976, provides as follows:

*“Public Officers are forbidden to solicit or accept presents (other than the ordinary gifts from personal friends) whether in the form of money, goods, free or reduced passages, or other personal benefits and from giving such presents....”* (OCG Emphasis)

<sup>101</sup> OCG. Follow-Up Requisition. 2009 July 23 (See Appendix I)

<sup>102</sup> Dr. Alwin Hales. Response to the OCG’s Follow-up Requisition. 2009 July 31 (See Appendix I)



Consequently, the OCG, in its Requisition, which was dated 2009 July 27, asked Mr. Hibbert the following questions:

*“In your response to the OCG’s Requisition, which was dated June 17, 2009, you stated that payments from Mabey & Johnson Ltd. were for the “...out-of-pocket expenses for travel..” and that these payments were received via the “supply of travel tickets and cash lodgements.” Please provide answers to the following questions detailing the information requested:*

- i. The name(s) and title(s) of the person(s) who made your travel arrangements;*
- ii. Did you personally pay for your airline tickets?*
- iii. The rationale for money being lodged into your National Commercial Bank Ltd. account;*
- iv. The rationale for money being lodged into your Barclay’s Bank account;*
- v. Where cash payment was received, please provide the name(s) and title(s) of the Mabey & Johnson Ltd. Agent, Employee and/or anyone acting on its behalf who delivered the cash to you.”<sup>103</sup>*

In his response to the OCG’s Follow-up Requisition, which was dated 2009 August 7, Mr. Hibbert stated as follows:

- (i) “Jonathan Danos, General Sales Manager*
- (ii) No*

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<sup>103</sup> OCG. Follow-up Requisition to Mr. Joseph Hibbert. 2009 July 27 (See Appendix I)

- (iii) *It was inappropriate to accept cash payments therefore the lodgements into the account were payments of expenses in Jamaica on behalf of Mabey and Johnson.*
- (iv) *It was inappropriate to accept cash payments therefore the lodgements into the account were to cover expenses in the United Kingdom while on Government business.*
- (v) *No cash payments were received...*<sup>104</sup> (OCG Emphasis)

It is instructive to note that the OCG, in its Follow-up Requisition, which was dated 2009 July 27, asked Mr. Hibbert the following question:

*“Please provide the name(s) and title(s) of the Ministry Officials and/or Officers who were aware of the arrangements (i.e. ticketing information and funding agreement between Mabey & Johnson Ltd. and the Government of Jamaica and/or the Ministry) for your official trips to the United Kingdom.”*<sup>105</sup>

In his response to the OCG’s Follow-up Requisition, which was dated 2009 August 7, Mr. Hibbert stated as follows:

*“Roger Clarke then Minister of Transport and Works  
Peter Phillips then Minister of Transport & Works  
Dr. Alwin Hales, Permanent Secretary, Ministry of Transport & Works  
Other Senior Officials”*<sup>106</sup>

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<sup>104</sup> Joseph Hibbert. Response to the OCG’s Follow-up Requisition. 2009 August 7 (See Appendix I)

<sup>105</sup> OCG. Follow-up Requisition to Mr. Joseph Hibbert. 2009 July 27 (See Appendix I)

<sup>106</sup> Joseph Hibbert. Response to the OCG’s Follow-up Requisition. 2009 August 7 (See Appendix I)

Having regard to the immediately preceding disclosures, the OCG's Investigation has revealed, *inter alia*, the following:

- (a) Mr. Hibbert has asserted that he received payments from Mabey & Johnson, via bank transfers for '*out-of-pocket expenses*' for travel on official Ministry business.
- (b) Contrary to Mr. Hibbert's assertion that the payments were for '*out-of-pocket*' expenses, Dr. Alwin Hales has stated that "... *out of pocket expenses are provided by way of a per diem supplied by the Ministry.*"
- (c) The Staff Orders for the Public Service, 1976, strictly prohibits public servants from receiving gifts of any sort and/or quantum during the exercise of their duties.

## *Overseas Travel*

Again, it is also instructive to recall that the OCG, in its Follow-up Requisition, which was dated 2009 July 23, asked Dr. Alwin Hales, the Permanent Secretary in the MTW the following questions:

**A. Are you aware of any circumstances in which Mabey & Johnson Ltd. paid for the (a) airfare, (b) living expense and/or (c) out of pocket expense for Mr. Joseph Hibbert during period January 1990- May 2009? If yes, please detail the following information: (OCG Emphasis)**

- i. The capacity(ies) in which Mr. Hibbert acted in each instance;*
- ii. The rationale and purpose for Mr. Hibbert's travel;*
- iii. The amount(s) which was/were paid to Mr. Hibbert in each instance;*
- iv. The manner in which payment(s) was/were made to Mr. Hibbert in each instance;*
- v. The date(s) on which Mr. Hibbert travelled;*
- vi. The particulars of the same;*
- vii. The name(s) and title(s) of any other representative(s) of the Ministry with whom Mr. Hibbert travelled in each instance;*

viii. *State whether Mr. Hibbert made any declaration to the Ministry about receiving any such payments from Mabey & Johnson Ltd.*<sup>107</sup>

In his response to the OCG's Requisition, which was dated 2009 July 31, Dr. Hales stated conclusively as follows:

**"No- There is no evidence on file."**<sup>108</sup> (OCG Emphasis)

Having regard to Mr. Hibbert's assertion that the payments he received were for "out-of-pocket" expenses which were "... *made to cover official trips authorized by the Government of Jamaica to the United Kingdom*", the OCG also sought to corroborate the dates of the alleged payments with those of any official trips which Mr. Hibbert may have participated in.

In this regard, the OCG, in its Follow-up Requisition, which was dated 2009 July 27, asked Mr. Hibbert the following questions:

*"Please provide an Executive Summary detailing **all** official overseas trips of which you were a member of the Ministry's official delegation. The summary should provide answers to the following questions and detail the information which is requested:*

- i. *The date(s) of the trip(s);*
- ii. *The name(s) of the Official(s) and/or Officer(s) who accompanied you;*
- iii. *State whether the trip(s) was/were funded by Mabey & Johnson Ltd;*

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<sup>107</sup> OCG. Requisition to Dr. Alwin Hales. 2009 July 23 (See Appendix I)

<sup>108</sup> Dr. Alwin Hales. Response to the OCG's Follow-up Requisition. 2009 July 31 (See Appendix I)

- iv. *State whether the Ministry provided a per diem to you, inclusive of the amount(s) allocated;*
- v. *The particulars of the same;*
- vi. *State whether you were authorised by the Government of Jamaica and/or the Ministry to accept a per diem and/or any other payment directly from any contractor.”*

In his response to the OCG’s Follow-up Requisition, which was dated 2009 August 7, Mr. Hibbert stated as follows:

*Those details would be in the Ministry’s records.*

- (i) *Dates to be provided by the Ministry.*
- (ii) *Lloyd Bailey, Gladstone Senior, Dothan Thomas.*
- (iii) *Trips were funded by Messrs. Mabey & Johnson Limited.*
- (iv) *The Ministry did not provide any funding of the trips.*
- (v) *Does not apply.*
- (vi) *No specific authority was necessary because this was the existing policy for such trips”<sup>109</sup>*

In an attempt to verify and cross check the dates on which Mr. Joseph Hibbert participated in any official overseas Ministry trips, the OCG compared Mr. Hibbert’s response to that which was given by Dr. Hales, when he was asked the following questions in an OCG Follow-up Requisition, which was dated 2009 July 23:

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<sup>109</sup> Joseph Hibbert. Response to the OCG’s Follow-up Requisition. 2009 August 7 (See Appendix I)

*“Please provide an Executive Summary detailing **all** official overseas trips of which Mr. Joseph Hibbert was a member of the delegation. The summary should provide answers to the following questions and detail the information which is requested:*

- i. The date(s) of the trip(s);*
  
- i. The name(s) of the Official(s) and/or Officer(s) who accompanied Mr. Joseph Hibbert;*
- ii. State whether the trip(s) was/were funded by Mabey & Johnson Ltd;*
  
- iii. State whether the Ministry provided a per diem to Mr. Joseph Hibbert, inclusive of the amount(s) allocated;*
  
- iv. The particulars of the same*
  
- v. State whether Mr. Hibbert was authorised by the Government of Jamaica and/or the Ministry to accept a per diem and/or any other payment from the contractor and/or any person acting on behalf of the contractor while on these trips.”*

In his response, which was dated 2009 July 31, Dr. Hales stated as follows:

- i. “The date(s) of the trip(s) (the files show 3 trips)*
  - a. July 8, 1993 – July 30 1993*
  - b. November 1, 1995 – November 5, 1995*
  - c. November 3, 1996 – November 7, 1996*

- ii. *The name(s) of the Official(s) and/Officer(s) who accompanied Mr. Joseph Hibbert;*
  - a. *There were no other persons on this trip*
  - b. *Mr. Peter Schroeter – Director of Maintenance*
  - c. *Dr. Alwin Hales – Permanent Secretary*  
*Mr. Karl Martin – Project Director (NJDP)*
  
- iii. *State whether the trip(s) was/were funded by Mabey & Johnson Ltd.;*
  - a. *The trip was not funded by Mabey & Johnson Ltd.*
  - b. *The file does not show the payment of airfare*
  - c. *The trip was not funded by Mabey & Johnson Ltd.*
  
- iv. *State whether the Ministry provided a per diem to Mr. Joseph Hibbert, inclusive of the amount(s) allocated*
  - a. *Yes, in the amount of US\$300 plus tuition, other cost and airfare*
  - b. *Yes, in the amount of US\$825 (includes Warm clothing allowance & contingency advance)*
  - c. *Yes, in the amount of US\$800...*
  
- v. *State whether Mr. Hibbert was authorised by the Government of Jamaica and/or the Ministry to accept a per diem and/or any other payment from the contractor and/or any person acting on behalf of the contractor while on these trips.*



*Not applicable*<sup>110</sup>

Based upon the records of the MTW, Mr. Hibbert participated in three (3) official Ministry trips, none of which the files have revealed were funded by Mabey & Johnson. Further, in all three (3) cases, Mr. Hibbert received a *per diem* from the Ministry.

Further, it is instructive to note that a review of the cash payments which were allegedly received by Mr. Hibbert revealed that on 1998 July 7 and 1998 July 23, he received two payments of ten thousand pounds (£10,000.00) each, respectively, from Mabey & Johnson.

Of significant import is the fact that the OCG, in its Requisition, which was dated 2009 June 1, asked Mr. Gibson the following question:

*“Are you and/or Deryck A. Gibson Ltd. familiar and/or associated with any of the following persons:*

- A. B. Ashworth;*
- B. Lloyd Dickens;*
- C. G. Howell;*
- D. D. Thomas....”*

In his response to the OCG’s Requisition, which was dated 2009 June 19, Mr. Gibson stated that *“Neither DAGL nor I are familiar with or associated with the above named persons. **However in 1998, the Chief Technical Director, Mr. Joseph Hibbert named Dothan Thomas and Lloyd Dickens as members of the team from the Ministry of Transport and Works who were to visit the United Kingdom in July 1998 to be appraised of Mabey Johnson’s bridges and systems.** By letter dated 12<sup>th</sup> June 1998 to*

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<sup>110</sup> Dr. Alwin Hales. Response to the OCG’s Follow-up Requisition. 2009 July 31 (See Appendix I)

*Mr. Hibbert, DAGL on behalf of Mabey Johnson confirmed that Mabey Johnson had made arrangements for the visit of the Ministry's team including the named persons. A copy of the letter is attached. No representative from DAGL was part of that visit to the United Kingdom.*"<sup>111</sup> (OCG Emphasis)

The referenced letter, which was dated 1998 June 12, was addressed to Mr. Hibbert and stated as follows:

*"This serves to confirm that arrangements have been made for the ministry's technical staff to visit Mabey & Johnson Limited, to be appraised of their systems of bridges and bridging produced by them.*

*They are expecting to receive Messrs Joseph Hibbert, Lloyd Dickens and Dothan Thomas for the period July 3, 1998 – July 30, 1998.*

*Mabey & Johnson Limited has made arrangements for an officer of the company to meet them on arrival and, they will be responsible for their welfare and expenses during their stay in the United Kingdom.*<sup>112</sup>(OCG Emphasis)

Having regard to the foregoing, the OCG found that the dates on which Mr. Hibbert was allegedly scheduled to be in the United Kingdom, namely 1998 July 3 to 30, coincided with the dates on which cash payments were allegedly made to Mr. Hibbert (i.e. 1998 July 7 and 23 respectively).

Further, the OCG saw an internal Mabey & Johnson Memorandum, which was dated 1998 July 7, addressed to a Mr. D.G. Mabey from a Mr. Jonathan Danos. The referenced Memorandum, stated as follows:

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<sup>111</sup> Deryck Gibson. Response to the OCG's Requisition. 2009 June 19 (See Appendix I)

<sup>112</sup> Deryck Gibson. Letter to Joseph Hibbert. 1998 June 12 (See Appendix I)

*“As you are aware Mr Hibbert is presently visiting the UK with two other colleagues. He has requested £10,000.00 cash to be deducted from commission due to him. Recent commission statement is enclosed. Please could you initial this memo as authorisation for the payment to be made.”*<sup>113</sup> (OCG Emphasis)

It is instructive to note that Mr. Peter Sykes, in describing the referenced Memorandum, which was dated 1998 July 7, in his statement to the SFO, which was dated 2008 November 6, stated that:

*“This is signed by ‘Jonathan L DANOS’. Under his name is shown his reference JLD/cdb. The cdb are initials of one of the company’s secretaries at the time. It would appear that the secretary prepared the memo which was then signed by Jonathan DANOS. The signature of David MABEY is shown.*

*There is a further hand written note ‘JJ--- RJG to alter Joe HIBBERTS commission spreadsheet.200635. 7/7/98’ This is the hand writing of David MABEY. JJ is Judy JORDAN, who was his secretary.”*<sup>114</sup>

As such, the OCG found that the referenced Memorandum corroborates the assertion of Mr. Gibson that Mr. Hibbert was in the UK in 1998 July presumptively and allegedly on the business of the MTW, despite the fact that, based upon Dr. Hale’s sworn testimony, no such trip appeared or appears on the official records of the MTW.

In addition, the OCG saw another internal Mabey & Johnson Memorandum, which was dated 1998 July 22, and which was addressed to Mr. David Mabey from Mr. Peter Sykes and copied to Mr. Jonathan Danos.

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<sup>113</sup> Mabey & Johnson Ltd. Memorandum. 1998 July 7. (PXS0028) (See Appendix II)

<sup>114</sup> Peter Sykes. Statement to the SFO. 2008 November 6

The Memorandum stated as follows:

*“Please find attached the commission statement for J Hibbert for Jamaica which indicates a total of £15,449.62. As you are aware Mr J Hibbert is visiting the UK at the moment and he has requested via Jonathan Danos that he would like payment of commissions due as follows:-*

- 1) *The sum of £10,000 to be made available in cash (tomorrow 23/7/98).*
- 2) *The remainder to be transferred to his account in Birmingham.*

*If you are in agreement for the payment to be made please sign the attached transfer document plus the confirmatory letter to the bank to provide the cash amount.”<sup>115</sup> (OCG Emphasis)*

Further, the OCG saw a letter, which was dated 1998 July 22, from Mabey & Johnson Ltd. that was addressed to the Barclays Bank PLC. The referenced letter had the caption **“Cash requirement for Thursday 23 July 1998”** (OCG Emphasis) and stated as follows:

*“In confirmation of instructions from Peter Sykes we will require the sum of £10,000.00 in cash (£20 notes) to be provided Thursday 23 July 1998 at 1100 hours. The person nominated to collect these funds will call personally at King Street with a copy of this letter for identification. Please debit the above amount from our Sterling Account No.30656844.”<sup>116</sup>*

With regard to the captioned Mabey & Johnson letter, Mr. Peter Sykes, in his statement to the SFO, which was dated 2008 November 6, stated that *“The authorised signatories shown are David MABEY and Mr DALIDAY.”<sup>117</sup>*

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<sup>115</sup> Mabey & Johnson Ltd. Memorandum. 1998 July 22.(PSX0030) (See Appendix II)

<sup>116</sup> Mabey & Johnson Ltd. Letter to Barclays Bank PLC. 1998 July 22. (PXS0031) (See Appendix II)

<sup>117</sup> Peter Sykes. Statement to the SFO. 2008 November 6

In light of the foregoing, it is instructive to note that the OCG, in its 2009 July 23 Requisition, asked Dr. Alwin Hales the following specific questions:

***“Are you aware of an official Ministry trip to the United Kingdom which Mr. Joseph Hibbert is alleged to have taken in July 1998?”***

- i. If yes, please provide the particulars of the same.*
- ii. If no, are you aware of any other official Ministry trip to the United Kingdom which involved Mr. Joseph Hibbert in 1998?”*

In his response to the OCG’s Requisition, which was dated 2009 July 31, stated as follows:

**“No there is no evidence in our files**

- a. Not applicable*
- b. No there is no evidence in our files”<sup>118</sup> (OCG Emphasis)*

Further, the OCG, in its 2009 July 23 Requisition, also asked Dr. Alwin Hales the following questions:

*“Are you aware of any official Ministry trip to the United Kingdom, which was taken by Mr. Joseph Hibbert where he was accompanied by Mr. Lloyd Dickens and Mr. Dothan Thomas? If yes, please provide answers to the following questions:*

- i. The date(s) of the trip(s);*
- ii. The rationale and purpose of the trip(s);*

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<sup>118</sup> Dr. Alwin Hales. Response to the OCG’s Requisition. 2009 July 31 (See Appendix I)

- iii. *In what capacity did each individual act;*
- iv. *Was/were any of the trip(s) funded by Mabey & Johnson Ltd;*
- v. *Did the Ministry provide a per diem to each individual? If yes, please state the amount allocated.”*

In his response to the OCG’s Requisition, which was dated 2009 July 31, Dr. Hales stated that **“No, there is no evidence on file”**<sup>119</sup> (OCG Emphasis

*Travel Arrangements Organised by Mr. Gibson*

1. It is instructive to note that the OCG also saw a Pro-Forma invoice (See Appendix II), which was dated 1996 June 27 from Bon Voyage Travel Services Ltd. and which was addressed to Mr. Deryck Gibson.

The referenced invoice was forwarded by Mr. Gibson to Mabey & Johnson, and details the purchase of airline tickets which were valued at J\$91,956.00, for and on behalf of Mr. Joseph Hibbert and Mr. Lloyd Dickens.

2. It is instructive to note that Mr. Hibbert demitted his post at the MTW in 2000 October. However, the OCG also saw a Pro-forma invoice, which was dated “2001” from Bon Voyage Travel Services Ltd. and which was addressed to Mr. Deryck Gibson. (See Appendix II).

The referenced invoice was forwarded by Mr. Gibson to Mabey & Johnson, and details the purchase of airline tickets valued at J\$169,468.00 (US\$3,704.00), for

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<sup>119</sup> Dr. Alwin Hales. Response to the OCG’s Requisition. 2009 July 31 (See Appendix I)

and on behalf of Mr. J. Hibbert, Mr. L. Dickens, Mr. G. Howell and Mr. D. Thomas.

In addition, the OCG saw a Mabey & Johnson. letter, which was dated 2001 June 18, that was addressed to the Barclays Bank Plc., requesting a bankers draft in the amount of US\$3,704.00.

The referenced letter, stated thus: “Beneficiary Name DERYCK A GIBSON”.<sup>120</sup>

3. The OCG also saw an email, which was dated 2003 July 31, from a Ms. Trudy Vaz, Assistant to Mr. Deryck Gibson, that was addressed to Mr. Peter Sykes and copied to Mr. Jonathan Danos.

The referenced email stated as follows:

*“Further to discussions with JLD and DAG, please prepare a draft in the amount of US\$3,830, payable to Joseph Hibbert, being payment for four tickets. The draft should be placed inside a brochure and sent via courier to*

*Mr. Deryck Gibson  
7 Haining Road  
Kingston 5  
Jamaica W.I.  
Tel.(876)929-6671”<sup>121</sup>*

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<sup>120</sup> Mabey & Johnson Ltd. Letter to Barclay Bank Plc. 2001 June 18 (See Appendix II)

<sup>121</sup> Deryck A Gibson Ltd. Email to Peter Sykes. 2003 July 31 (See Appendix II)

It is instructive to note that the amount which was requested in the foregoing email, that is US\$3,830.00, was requested by Mabey & Johnson in a letter which was dated 2003 August 1.

In the referenced Mabey & Johnson Ltd. letter that was addressed to the Barclays Bank Plc., Mabey & Johnson stated as follows:

*“Please urgently raise a banker’s draft and contact Peter Sykes to arrange collection. **Beneficiary Name JOSEPH HIBBERT** .”*<sup>122</sup> (OCG Emphasis)

However, by way of an email, which was dated 2003 August 1, Mr. Jonathan Danos informed Mr. Peter Sykes and Mr. Gibson as follows:

*“This relates to the flights for Mr Hibbert and company. If you have not sent the draft already it should be made in the name of Deryck Gibson Not Hibbert and Deryck simply issues a cheque to the travel agent that Hibbert has booked the ticket with. For your info this has been agreed by DGM not DAG.*

*As Hibbert is due to travel the 15<sup>th</sup> Aug could Deryck pls arrange settlement of the tickets for Joe as soon as possible.”*<sup>123</sup>

In another email, which was dated 2003 August 4, Mr. Peter Sykes informed Mr. Danos and Mr. Gibson as follows:

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<sup>122</sup> Mabey & Johnson Ltd. 2003 August 1 (See Appendix II)

<sup>123</sup> Jonathan Danos. Email to Peter Sykes and Deryck Gibson. 2003 August 1 (See Appendix II)



*“We are please to confirm that the draft in your name has been sent by DHL courier today under AWB no.327 9865330...”<sup>124</sup>*

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<sup>124</sup>Peter Sykes. Email to Jonathan Danos and Deryck Gibson. 2003 August 4 (See Appendix II)

***Public Pronouncements which were made by Mr. Ernest Smith, Attorney-At-Law  
Representing Mr. Hibbert***

The OCG is cognizant of the fact that throughout the life of its Investigation, Mr. Ernest Smith, Member of Parliament and Attorney-At-Law on record representing Mr. Joseph Hibbert, has made several public statements with regard to (a) the Mabey & Johnson allegations, (b) the alleged innocence of his Client, Mr. Joseph Hibbert, and (b) the OCG's Investigation in this matter.

Several of the referenced statements were either published in the local print or electronic media and were attributed to Mr. Smith and/or were personally uttered by Mr. Smith, himself, on air, in media broadcast interviews.

Based upon the OCG's review of Mr. Smith's public assertions and/or the assertions which have been attributed to him, the following are the main issues which the OCG has deemed to be germane to the integrity and credibility of its Investigation and which ought to be addressed:

- A. That there is a wrong or fictitious identity issue involving Mr. Hibbert;
- B. That Mr. Hibbert only received travel expense related funds from Mabey & Johnson.
- C. That Mr. Hibbert is assisting the SFO in its investigations and is not a suspect in the said investigation;
- D. That the Contractor-General's investigation is unwarranted based, *inter alia*, upon the information and documents that he has received;
- E. That he (Mr. Smith) has been cooperating with the SFO in its investigation;

Below is a synopsis of the assertions, with regard to the foregoing issues, which have been identified by the OCG:

**A. That there is a wrong or fictitious identity issue involving Mr. Hibbert**

In a *Jamaica Gleaner* article, which was entitled “*Heat on Hibbert - OCG to probe state minister on corruption allegation, lawyer angered*”, that was published on 2009 January 8, it was reported that Mr. Smith claimed that Mr. Hibbert was the “...*victim of crooks who used his name to defraud Mabey and Johnson and send the money to bank accounts in some far away land. ...*”<sup>125</sup>

The referenced article also reported that Mr. Smith indicated that the “...*documents supplied by the British investigators indicate that money was transferred to accounts that did not belong to Hibbert.*” In this regard, Mr. Smith was quoted as saying that “*As far as my client, Minister Joseph Hibbert, is concerned, and based on what has been shown to me, Mr Hibbert has not breached nor is he a party to any act of corruption, directly or indirectly.*”<sup>126</sup>

In another article which was entitled “*OCG joins probe into allegations of kickbacks*”, which was dated 2009 January 7, that was published on the Radiojamaica.com website, it was reported that Mr. Smith indicated that “*Mr. Hibbert is as clean as a whistle, in fact, it appears to me that Mr. Hibbert may be of assistance to them in that his name and his name only may have been fraudulently used without his knowledge, permission or consent...*”<sup>127</sup>

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<sup>125</sup> Jamaica Gleaner. “*Heat on Hibbert - OCG to probe state minister on corruption allegation, lawyer angered*”. 2009 January 8. <http://www.jamaicagleaner.com/gleaner/20090108/lead/lead1.html>

<sup>126</sup> Jamaica Gleaner. “*Heat on Hibbert - OCG to probe state minister on corruption allegation, lawyer angered*”. 2009 January 8. <http://www.jamaicagleaner.com/gleaner/20090108/lead/lead1.html>

<sup>127</sup> Radiojamaica. *OCG joins probe into allegations of kickbacks*. 2009 January 7. <http://www.radiojamaica.com/content/view/14692/26/>

Further, as recently as 2009 September 25, it was reported by RJR, that Mr. Smith, in a interview, which was conducted on 2009 September 24, stated that *“I am hoping that as part of their investigation, that Mabey & Johnson will be kind enough as to disclose, for the benefit of the Jamaican people, who are the Jamaican officials who received 1.5 million pounds from them and also who are the holders of the accounts to which money was lodged.”*

It was further reported by RJR that Mr. Smith had asserted that *“Let us put it this way, Joseph Hibbert has taken this matter quite seriously, and it has affected him in more ways than one. And it can only be fair to him and the Jamaican public, if the Jamaican public is advised as to who are the Jamaican officials who received, what I would regard as bribe money, namely 1 million five hundred thousand pounds.”*

**B. That Mr. Hibbert only received travel expense related funds from Mabey & Johnson**

In an article that was published in the *Jamaica Gleaner*, which was entitled *“JLP backs Hibbert- Company involved in bribery with minister expected to plead guilty”*, that was dated 2009 July 10, the following assertions were attributed to Mr. Smith:<sup>128</sup>

- i. *“The payment card, a copy of which was sent to us, made reference to monies paid to Mr Hibbert. He knows nothing about payment of over a million pounds to which they have alleged.”*

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<sup>128</sup> Jamaica Gleaner. *“JLP backs Hibbert- Company involved in bribery with minister expected to plead guilty”*. 2009 July 10. <http://www.jamaica-gleaner.com/gleaner/20090710/lead/lead3.html>

- ii. *"What they have are some payments made to cover some out-of-pocket expense when Mr Hibbert and other officials of the ministry travelled to England, including the cost of the airline tickets for the persons who travelled."*
  
- iii. *...it was an accepted fact that when ministry officials travel overseas to verify the capacity of a contractor in the contractor's country, the contractor pays travelling, accommodation and out-of-pocket expenses.*
  
- iv. *"I do not know if this is what they are regarding as a bribe," he said. "This could not be a bribe because, as recently as 2007, other public officials travelled to England in respect of the same country and the out-of-pocket expenses were paid by the same company."*

**C. That Mr. Hibbert is assisting the SFO in its investigations and is not a suspect in the said investigation**

In an article which was published in the *Sunday Herald*, that was entitled "*Hibbert's name linked to millions in foreign banks*", which was dated 2009 January 11-17, it was reported that Mr. Smith informed that "*...British investigators are asking Hibbert to assist in probing a serious case of fraud committed at Mabey & Johnson in which his client's name was forged.*"<sup>129</sup>

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<sup>129</sup> Sunday Herald. "*Hibbert's name linked to millions in foreign banks*". 2009 January 11-17.

**D. That the Contractor General's investigation is unwarranted based, *inter alia*, upon the information and documents that he has received**

At the commencement of the OCG's Investigation, in an article which was entitled "*Heat on Hibbert - OCG to probe state minister on corruption allegation, lawyer angered*", that was published on 2009 January 8 in the *Jamaica Gleaner*, it was reported that Mr. Smith had "...labelled the contractor general *irresponsible*", and warned that his overly enthusiastic behaviour would cause him to "*one day digest the venom of his own spleen*".<sup>130</sup>

The referenced article, further quoted Mr. Smith as saying that "*I don't say that he is not a good person in his job, but he has become so enthusiastic that he does not verify his facts before he issues statements.... The contractor general is very irresponsible. For him to cast those kinds of aspersions and innuendoes at our client, he is very irresponsible and downright out of order, and his release demonstrates the greatest degree of insensitivity and irresponsibility...*"<sup>131</sup>

In another article that was published in the *Sunday Herald*, which was entitled "*Hibbert's name linked to millions in foreign banks*", which was dated 2009 January 11-17, it was stated that Mr. Smith referred to the Contractor General as an "*alarmist*."

In point of fact, in an interview which was conducted on 2009 July 15, that was aired on the Nationwide News Network, in responding to questions with regard to his initial opposition of the OCG's Investigation, which was launched on 2009 January 7, Mr. Smith stated that "*the Contractor General received the same documents that we got in November. There was no necessity for any public*

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<sup>130</sup> Jamaica Gleaner. "*Heat on Hibbert - OCG to probe state minister on corruption allegation, lawyer angered*". 2009 January 8. <http://www.jamaicagleaner.com/gleaner/20090108/lead/lead1.html>

<sup>131</sup> Jamaica Gleaner. "*Heat on Hibbert - OCG to probe state minister on corruption allegation, lawyer angered*". 2009 January 8. <http://www.jamaicagleaner.com/gleaner/20090108/lead/lead1.html>

*announcement because it was agreed. And don't forget the Contractor General is a lawyer you know. It was patently clear that no due diligence had been done.*"<sup>132</sup> (OCG Emphasis)

Having regard to the assertions which were attributed to Mr. Smith, in points A, B, C and D above, it is instructive to note that the OCG, by way of letter which was dated 2009 January 8, wrote to ACP Green seeking clarification on several issues, inclusive of the verification of the documentation which was submitted to the OCG by the JCF, under cover of a letter which was dated 2008 December 30.

In the letter to ACP Green, which was dated 2009 January 8, the OCG sought to ascertain full particulars from the SFO, especially having regard to the gravity of Mr. Smith's initial allegations.

Below are extracts from the referenced letter (Refer to Appendix III):

*"The oral representations which were made to the OCG alluded, inter alia, to the possibility that within another few weeks, Mabey & Johnson Ltd. would have pled guilty to certain charges in the UK Courts and in so doing would have named the Jamaican nationals/representatives who facilitated the award of contracts to the said company and who received "kick-backs" regarding same.*

*It is also now public knowledge that Counsel for Mr. Joseph Hibbert, Mr. Ernest Smith, Esq., has publicly suggested that some of the documents which were conveyed to the OCG, under cover of your letter of December 30, 2008, may have been fraudulently fabricated in an effort to falsely implicate his Client.*

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<sup>132</sup> Nationwide News Network. "This Morning". 2009 July 15

*Indeed, Mr. Smith has publicly asserted that his Client is innocent of any allegations of corruption and/or impropriety in the captioned matter.*

*Based upon the foregoing representations, the OCG is desirous of being fully availed of all relevant information and, as such, now seeks answers and further and better particulars to the following questions. The responses are necessary in order to facilitate the preliminary interrogatories of the OCG's investigation:*

- 1. Please provide details of the status of the referenced case involving Mabey & Johnson Ltd. which was and/or is before the UK Courts.*
- 2. Have any particulars of the statements from representatives of Mabey & Johnson Ltd. been conveyed to the JCF identifying the person or persons who it is alleged have received "kick-back" payments, inclusive of Mr. Joseph Hibbert?*
  - a. If yes, please provide certified copies of the said statements/documents.*
  - b. If no, please state if the JCF requested copies of the said statements/documents?*
- 3. Is there any further documentation in regard to the captioned matter, which is germane to the issues which we have raised and which has been conveyed to the JCF, and which has not been submitted to the OCG? If yes, kindly provide the OCG with certified copies of same.*
- 4. Is there any merit to Mr. Smith's suggestion that some of the documents which you have conveyed to us may have been fraudulently fabricated in*



*an attempt to falsely implicate Mr. Joseph Hibbert? Please provide fulsome reasons for your answer, particularly in relation to Exhibits 1A, 1B, 1C, 1D and 1E, and any documentary evidence that you or the British Authorities may have in your possession to verify and substantiate same.*

5. *Has there been any attempt on the part of the JCF to verify the authenticity of the documentation which was submitted to the OCG under cover of your letter which was dated December 30, 2008?*
  - a. *If yes, kindly detail the steps taken to verify the authenticity of the said documents.*
  - b. *If no, please indicate the reason(s) for not doing so?*
  
6. *Have any attempts been made by the UK Serious Fraud Office and/or the JCF to verify the actual transfers of monies from Mabey and Johnson banking accounts to the alleged recipients of the said funds, inclusive of Mr. Joseph Hibbert? Put another way, has a credible 'paper trail' been established? We refer here specifically to the payments which are alleged to have been made in Exhibits 1A, 1B, 1C, 1D and 1E.*
  - a. *If yes, kindly provide all documentary evidence which you hold to fully substantiate your assertions.*
  - b. *If no, kindly advise why this has not been done and if there is any intention on the part of the JCF or the British Authorities to do so*
  
7. *Finally, Mr. Smith has publicly alleged that the interest of the British Authorities in his Client, Mr. Hibbert, is confined to their seeking his assistance as a witness for the prosecution and that this is the understanding that he had coming out of his last meeting with the British Authorities. Is*

*there any truth to this allegation? Please fully explain...*<sup>133</sup>

It is instructive to note that by way of a letter which was addressed to ACP Green and which was dated 2009 January 14, Mr. Sasi-Kanth Mallela, Investigative Lawyer with the SFO, provided answers to the OCG's foregoing questions. (The referenced SFO letter to ACP Greene was submitted to the OCG, under cover of a letter, which was dated 2009 January 15, from ACP Green). (See Appendix III).

In his letter, which was dated 2009 January 14, Mr. Malella stated, *inter alia*, as follows:

**1. "Status of case in English Courts**

*The case is not yet before the English Courts. We currently anticipate that the case against MJL and the case against individuals will be heard separately. It is likely that the case against the company will be before the courts shortly, but that the case against the individual defendants will not be before the courts for some time. We will keep you updated as matters progress.*

**2. Statements from representatives of MJL**

*No statements have yet been provided to the JCF, and the JCF have not asked for statements to be provided. However, the SFO have a signed statement that is relevant to the Jamaican authorities, and a certified copy together with exhibits can be provided to you in due course (subject to the answer to question 5 below).*

**3. Documents in the possession of the JCF, but not supplied to the OCG**

*As we discussed in our conversation of 13 January 2009, a full copy of everything that I lawfully provided to you was then passed to the OCG. **The section 3(5) (of the United Kingdom Criminal Justice Act, 1987) designation signed by the (UK***

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<sup>133</sup>OCG. Letter to Les Green. 2009 January 8 (See Appendix III)

SFO) Director specifies that I was entitled to pass the documents “to the Competent police and Judicial Authorities of Jamaica”. Therefore I was able to provide the documents to the JCF, “the Competent police”, and those documents may be used as evidence. For the avoidance of doubt, the SFO does not want any appropriate domestic enquiries in Jamaica to be delayed or postponed due to the fact that there are ongoing requests for mutual assistance. There is no reason that our enquiry and enquiries in Jamaica cannot run in parallel. (OCG Emphasis)

4. *Mr. Smith’s suggestion that some of the documents produced have been fabricated*

MJL’s lawyers provided the documents to the SFO on a voluntary basis. They came from the files of MJL. There is no basis to suspect that the documents are anything other than genuine. Further it is inconceivable that a company would fabricate documents incriminating themselves to implicate Mr. Hibbert. (OCG Emphasis)

Mr. Barrett asked questions specifically in relation to the commission cards 1A, 1B, 1C, 1D and 1E. These are all produced in the signed statement referred to in paragraph 2 above. There are no grounds to believe that they are anything other than genuine. (OCG Emphasis)

5. *Verifying the Authenticity of the documents provided*

*If there are additional steps that the SFO needs to take to enable the documents to be used in proceedings in Jamaica please let me know, and I will endeavour to get the documents authenticated as required.*

**6. Attempts to verify the actual transmission of monies to Joseph Hibbert and others**

*Attempts have been made to acquire a paper trail. We have asked for banking documents to be provided from Jamaica under our letter of request dated 13 June 2008. Some documentation has been provided, but we are still waiting for certain other documentation including vouchers. We sent a letter of request to another jurisdiction in August 2008, but have received no substantive response.*

*The SFO has obtained relevant banking material relating to Mr. Hibbert's UK bank account from Barclays Bank.*

*Additionally, MJL has provided us with the banking documentation it had in its possession that evidences a number of the transfers to Mr. Hibbert.*

*Once we know the answer to question 5, and the authentication process, if any, that the Jamaican authorities require us to follow all this documentation can be provided in the appropriate format.*

**7. The status of Mr. Hibbert in the SFO's investigation**

**Mr. Hibbert is a suspect in our investigation.** *The SFO has not made a final decision as to whether it will seek to bring charges against him. **Mr. Smith should have been in no doubt of this at the end of my meeting with him and his client.***<sup>134</sup> (OCG Emphasis)

Further, it is instructive to note that by way of letter, which was dated 2009 July 7, and which was addressed to the Contractor General, Mr. Mallela, Investigative Lawyer, SFO, informed that "**Mr. Hibbert is suspected of having received**

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<sup>134</sup> SFO. Letter to ACP Green. "Response to the OCG's 2009 January 8 letter". 2009 January 14 (See Appendix III)

**corrupt payments from the Company. He has at no time assisted the SFO with its enquiry and has at no time been considered by the SFO to be a potential witness.**<sup>135</sup> (OCG Emphasis)

Mr. Mallela further stated that **“In December 2008 Mr Hibbert and his legal representative, Mr Ernest Smith attended the offices of the Organized Crime Investigation Division in Kingston. Mr. Hibbert was given the opportunity to be interviewed by officers from the SFO. Mr. Smith was given disclosure of documents relating to the matters under investigation. Having reviewed this material, Mr Hibbert declined to be interviewed. He provided no assistance to the SFO’s investigation.”**<sup>136</sup> (OCG Emphasis)

**E. That he (Mr. Smith) has been cooperating with the SFO in its investigation.**

In an article which was entitled *“OCG joins probe into allegations of kickbacks”*, which was dated 2009 January 7, that was published on the Radiojamaica.com website, it was reported that *“Mr. Smith is also suggesting that Mr. Hibbert’s name may have been fraudulently used. **The attorney said there is full co-operation with local and UK investigators.**”*<sup>137</sup> (OCG Emphasis)

It is instructive to note that by way of letter, which was dated 2009 July 7, and which was addressed to the Contractor General, Mr. Mallela, Investigative Lawyer, SFO, informed the OCG that *“... In December 2008 ... **Mr. Hibbert was given the opportunity to be interviewed by officers from the SFO. Mr. Smith was given disclosure of documents relating to the matters under investigation.**”*

<sup>135</sup> SFO. Letter to OCG. 2009 July 7

<sup>136</sup> SFO. Letter to OCG. 2009 July 7

<sup>137</sup> Radiojamiaca. *OCG joins probe into allegations of kickbacks.* 2009 January 7.  
<http://www.radiojamaica.com/content/view/14692/26/>

**Having reviewed this material, Mr Hibbert declined to be interviewed. He provided no assistance to the SFO's investigation.**<sup>138</sup> (OCG Emphasis)

In the referenced letter, Mr. Mallela also stated as follows:

1. *"In June 2009, officers from the SFO again went to Jamaica to continue their enquires. As part of these enquires, the officers hoped to interview Mr Hibbert. Because of the nature of the matters that would be put to him, this interview would have been conducted under caution at a police station.*
2. *In the two weeks prior to SFO staff visiting Jamaica many attempts were made to contact Mr. Smith to arrange an interview with his client. Telephone calls were made to both his offices in St Ann and Kingston, e-mails were sent requesting that he contact the SFO together with a letter faxed to both of his offices asking him to make contact with the SFO. There was no response from Mr Smith to these requests.*
3. *Officers from the SFO arrived in Jamaica on Monday the 8<sup>th</sup> of June 2009. Contact was made with Detective Inspector Clarence Bailey from the Organised Crime Investigation Division who was asked to contact Mr Smith with a view to arranging an interview with his client.*
4. *On Thursday the 11<sup>th</sup> of June 2009, an SFO investigator spoke to Detective Inspector Bailey. The investigator was told that Detective Inspector Bailey had spoken to Mr Smith in relation to the proposed interview of his client. **Detective Inspector Bailey was told by Mr Smith that Mr Hibbert did not wish to be interviewed by the SFO. Once again***

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<sup>138</sup> SFO. Letter to OCG. 2009 July 7

Mr. Hibbert provided no assistance to the SFO's investigation. (OCG Emphasis)

5. Mr. Smith has been made aware that his client is a suspect in a criminal investigation. Mr. Smith has no basis for claiming that his client's status is anything other than that of suspect.<sup>139</sup>(OCG Emphasis)

With regard to the foregoing assertion by the SFO, it is instructive to note that a Detective Inspector Clarence Bailey, Organized Crime Investigations Division, JCF, confirmed that he had made several attempts, on behalf of the SFO, to get an interview with Mr. Hibbert, through his attorney, Mr. Ernest Smith.

In a statement which was dated 2009 June 11, that was written at the direction of ACP Green, Detective Inspector Clarence Bailey, stated that “...*the investigators sought a meeting with Mr. Hibbert in the presence of his attorney, Mr. Ernest Smith. In the said November (2008), we all met at OCID in the Commanding Officer's office, where a consensus was made where the officers would come back to Jamaica early this year to collect a statement from Mr. Hibbert.*”<sup>140</sup>

In his referenced statement, Detective Inspector Clarence Bailey, further stated as follows:

*“On Tuesday, June 09, 2009, I was contacted by Peter Kingston at OCID, who requested me to contact Mr. Smith and ask him to present his client at a convenient venue to be questioned in his presence. I made several calls to Mr. Smith's mobile telephone #407-3076, but was not successful. I even tried to leave a message, but the recording stated that the mailbox was full.*”

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<sup>139</sup> SFO. Letter to OCG. 2009 July 7

<sup>140</sup> Det. Inspector Bailey. Statement.2009 June 11

*On Wednesday, June 10, 2009, I saw Mr. Smith at OCID. (He was here on a different matter). We had a short meeting in the Commanding Officer's office where I gave him the message personally in the presence and hearing of Superintendent Fitzroy Bailey. **Mr. Smith was adamant that he would not allow his client to be questioned unless certain things were absolutely clear to him. From my standpoint, there was not much more for me to do, having carried out my mandate.***<sup>141</sup> (OCG Emphasis)

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<sup>141</sup> Det. Inspector Bailey. Statement.2009 June 11



## **MAJOR CONCLUSIONS**

Based upon all of the documents which the OCG has reviewed, inclusive of the sworn evidence and documentation which have been furnished to it by the SFO pursuant to the provisions of Section 3 (5) and (6) of the 1987 United Kingdom Criminal Justice Act and the 1995 Jamaica Mutual Assistance (Criminal Matters) Act, as well as the sworn testimonies which have been received from the several Respondents in this matter, the OCG has arrived at the following considered Conclusions:

1. In the conduct of its Investigation into the allegations which have been made against Mr. Joseph Hibbert by Mabey and Johnson, the OCG has, from the very initiation of its Investigation to the present time, been acutely aware of certain questions which have been raised in the public domain as to the true identity of the holder of the accounts into which Mabey and Johnson has allegedly deposited certain illicit payments.

Based, *inter alia*, upon (a) the sworn testimony which has been given to the OCG by Mr. Joseph Uriah Hibbert, himself, (b) the sworn documentary evidence which was submitted to the OCG by the NCB and (c) the documentary evidence which was formally presented by the SFO, to the OCG, through the good offices of ACP Green of the JCF, the OCG has conclusively determined, beyond a shadow of a doubt, that the holder of the Birmingham, UK, Barclays Bank Plc. and Kingston, Jamaica NCB banking accounts, into which Mabey and Johnson allegedly made several illicit payments, is none other than Mr. Joseph Uriah Hibbert, the former Chief Technical Director in the MTW. The accounts' holder, Mr. Joseph Uriah Hibbert, is also the same person who currently sits as a Jamaica Labour Party (JLP) elected Member of the House of Representatives of the Parliament of Jamaica and who resigned, on 2009 July 14, from his most recent substantive position as the Minister of State in the GOJ's MTW.

2. The OCG has also conclusively determined that Mr. Joseph Hibbert, in his respective capacities as the then Chief Technical Director in the MTW and the Chairman of the GOJ's Government Contracts Committee, and by virtue of the nature and authority of the said positions, was in an unmistakable and undeniable position of influence insofar as same was related to the award of contracts on behalf of the MTW and the GOJ to which he was employed.

Of significant import, is the fact that Mr. Hibbert, in his sworn written statements given to the OCG, represented that, during his tenure at the MTW, as Chief Technical Director during the period 1989 to 2000, he was in a position to influence and recommend the award of contracts. In point of fact, Mr. Hibbert stated that he recommended, to the GOJ, the award of contracts to Mabey and Johnson for the supply of Bailey Bridges and that he had participated in the negotiations of the contract award to Mabey and Johnson for Phase 1 of the Priority Flyover Bridge Programme.

3. Based upon the documentary evidence which has been provided to the OCG, it is also hereby concluded that there exists physical evidence, *inter alia*, in the form of bank transfer documents which points to the transfer of funds by Mabey and Johnson into the Kingston, Jamaica NCB and the Birmingham, UK, Barclay's Bank Plc. accounts which were/are held by Mr. Joseph Hibbert. Included in the referenced documents, are written instructions, all of which are appended to this Investigation Report, which evidence the transfer of an aggregated total of £45,477.72 into the said banking accounts during the period of 1997 February to 2001 October.

The OCG's Investigation has also concluded that there is evidence that a total of £7,987.37 was allegedly paid by Mabey and Johnson to several individuals, on behalf of Mr. Hibbert. Persons who were alleged to have received payments in the foregoing regard include Mr. Hibbert's niece, a Ms. Faith Jadusingh and a Ms. Janice Chase, who, Mr. Hibbert, in his own sworn testimony, has affirmed to be his "*friend*".

Of significant and corroborating import, is also the fact that Ms. Chase, in her sworn statement given to the SFO, which was dated 2009 July 26, affirmed that she remembered receiving a cheque for £2,000.00 from Mr. Jonathan Danos of Mabey and Johnson, after asking Mr. Hibbert for financial assistance to redecorate her flat. The cheque, she stated, was then lodged into "*her Nat West account*".

Further, the OCG has concluded that the Mabey and Johnson "*Export Commission Card*" details information which relates to payments which were also allegedly made to Mr. Hibbert. However, the OCG has not seen the related bank transfer documents and, as such, is unable to definitively state whether these payments were actually received by Mr. Hibbert. These payments were all allegedly made between 1993 November to 2000 December, in the amount of £28,581.32.

In addition, the OCG's Investigation has disclosed evidence which alleges that two (2) cash payments, totalling £20,000.00, were also made to Mr. Hibbert in 1998 July. Mr. Hibbert has, however, denied ever receiving any cash payments from Mabey & Johnson Ltd.

The foregoing payments total **£102,046.41**.

4. The OCG's Investigation has, however, revealed that Mabey and Johnson alleges that a total of £94,434.62 was paid directly to Mr. Hibbert, together with an additional aggregated sum of £10,652.12 which was allegedly paid to "...people apparently linked to Mr Hibbert, including his niece, and in respect of travel for Mr Hibbert and other officials." – all for a grand total in direct and indirect payments of **£105,086.74**.

There is, therefore, a discrepancy of approximately £3,000 between the OCG's and Mabey and Johnson's calculations of the alleged payments.

5. Mr. Joseph Hibbert, in his sworn and written response to the OCG's Requisition, which was dated 2009 August 7, conceded that he had received into his local NCB and foreign Barclays Bank Plc. accounts, sums of money from Mabey and Johnson. Mr. Hibbert testified that the monies were for "*out-of-pocket expenses*" to cover travel to the United Kingdom on official MTW overseas business trips and for "*expenses in Jamaica on behalf of Mabey and Johnson*". Mr. Hibbert also testified as to what he considered to be the 'inappropriateness' of accepting cash payments from Mabey and Johnson and, hence, this was the reason, he said, for the making of the lodgements into his banking accounts.

However, when asked by the OCG whether the MTW was aware of any circumstance in which Mabey and Johnson had paid for (a) airfare, (b) living expenses and/or (c) out of pocket expenses for Mr. Hibbert, during the period 1990 January to 2009 May, the Permanent Secretary and Chief Government Accounting Officer in the MTW, Dr. Alwin Hales, testified un-ambiguously as follows: "*No - There is no evidence on file*". Dr. Hales' written response, to the OCG, was sworn, under the pain of criminal prosecution, before a Justice of the Peace, to be 'complete, accurate and truthful'.

The sworn assertions of Mr. Joseph Hibbert, when juxtaposed against the sworn statements of Dr. Alwin Hales, which, in more than one instance, patently contradicts the assertions which have been made by Mr. Joseph Hibbert, have, *inter alia*, led the OCG to conclude that:

- (a) The records of the Ministry do not indicate an awareness on the part of the MTW of Mr. Hibbert's receipt of any funds, payments, amounts, or benefits whatsoever, from Mabey and Johnson;
- (b) Mr. Joseph Hibbert, in receiving and accepting any sum of money or monies or benefit or benefits or gift or gifts or commission or commissions, from Mabey and Johnson, was not and was never authorized to do so;
- (c) Officers of Public Bodies of the GOJ, when acting in an official capacity, are expressly forbidden by applicable and published GOJ Regulations and Staff Orders, from accepting any gift, gratuity, benefit or commission from any other person;
- (d) The official MTW/GOJ business trips which were undertaken by Mr. Joseph Hibbert – in this case – the three (3) trips which are recorded on the MTW's official files – except for one in respect of which the Ministry's file does not show the payment of an airfare – were fully funded by the Ministry in respect of all related expenses, inclusive of the provision of *per diem* expenses which were provided to Mr. Joseph Hibbert.

(e) Irrespective of the quantum of the sums of money which were received by Mr. Hibbert from Mabey and Johnson, the OCG has concluded that the evidence has disclosed that Mr. Joseph Hibbert did receive several sums of money from Mabey and Johnson which he was not, in his official or any other known capacity, authorized to receive. Indeed, it is indicatively instructive that Mr. Hibbert, himself, has conceded that he did receive sums of money from Mabey and Johnson.

It is against the background of the foregoing circumstances and determinations that the OCG has concluded that Mr. Joseph Hibbert did, in fact, receive unauthorized, illicit and highly questionable payments from Mabey and Johnson and, consequently, at a minimum, would have violated those of the GOJ's Regulations and Staff Orders which were applicable to him as a Public Servant in the employment of the MTW and the GOJ.

Having regard to the said circumstances and, in particular, the fact that Mr. Hibbert has not, on the face of the evidence, credibly accounted for the said payments which he admittedly received from Mabey and Johnson, the OCG has further concluded that the evidence on record raises an overwhelming and strong inference that the said payments constituted bribes and that Mr. Hibbert was indeed bribed by Mabey and Johnson and did knowingly and willingly receive and accept bribes from Mabey and Johnson.

It is also the OCG's considered view that the documentary evidence which is on record overwhelmingly points to Mabey and Johnson payments which were allegedly paid for and on behalf of Mr. Hibbert but which by no stretch of the imagination could be classified as MTW business related "*out of pocket expenses*" as Mr. Hibbert has asserted.

Examples of these payments would include (a) the amount of £5,000 which was paid on 1998 November 5 on account of Mr. Hibbert's mother's funeral expenses (Mr. Hibbert's mother passed away on 1998 November 1), (b) an amount of £2,000 which was paid, at the alleged direction of Mr. Hibbert, on 2000 January 6, to Mr. Hibbert's "*friend*", Ms. Janice Chase, to assist her to redecorate her flat, and (c) the amount of £500 which was paid on 2001 March 20 to Mr. Hibbert's "*niece*", Ms. Faith Jadusingh, allegedly for "*funeral expenses*" in respect of an unidentified deceased person.

The OCG's conclusion, regarding its findings of *prima facie* evidence that Mr. Joseph Hibbert accepted bribes from Mabey and Johnson, is independently buttressed by Mabey and Johnson's own formal allegations and admissions that it did bribe Mr. Joseph Hibbert. These allegations and admissions are now a matter of public and judicial record and were made and conceded, *inter alia*, in writing, by Mabey and Johnson, by way of letter dated 2009 May 5, to the Prime Minister of Jamaica.

6. Based upon the sworn testimony of Mr. Deryck Gibson, he arranged a trip for Mr. Hibbert in 1998 July to the UK. However, the MTW has disclosed that there are no records of the referenced trip on its official files.

In addition, although Mr. Hibbert has denied ever receiving any cash payments from Mabey and Johnson, the evidence shows that two (2) cash payments, totalling £20,000.00, were allegedly made by Mabey and Johnson to Mr. Hibbert in 1998 July, while he was in the UK.

It is also instructive to note that five (5) months after Mr. Hibbert's alleged trip to the UK in 1998 July, Mabey and Johnson submitted an "*unsolicited*" proposal to the MTW to design and to build flyover bridges for Jamaica. Subsequently, the

MTW awarded a contract to the consortium Kier/Mabey, which was dated 1999 December 16, in the amount of J\$950,965,680.00.

Having regard to the foregoing evidence, circumstances and timelines, and the allegations of bribery which have been made by Mabey and Johnson against Mr. Hibbert, the OCG has concluded that the circumstances surrounding the “*unsolicited*” proposal from Mabey and Johnson, as well as the alleged payments which were made by Mabey and Johnson to Mr. Hibbert during the referenced period, are tainted with *prima facie* evidence of impropriety, specifically as they relate to the GOJ’s subsequent award of a multi-million dollar contract, *inter alia*, to Mabey and Johnson on 1999 December 16.

7. Having regard to (a) the patently conflicting sworn and written representations which have been made by Mr. Joseph Hibbert and Dr. Alwin Hales, the Permanent Secretary in the MTW, and, in particular, (b) the fact that Mr. Hibbert’s assertions regarding his receipt of funds from Mabey and Johnson for “*out-of-pocket expenses*” has been overwhelmingly contradicted by the evidence which the OCG has before it, and (c) in light of all of the other attendant circumstances, the OCG has no hesitation whatsoever in concluding that there is an abundance of *prima facie* evidence which would suggest that Mr. Hibbert has knowingly made a false statement or statements to mislead a Contractor General, contrary to Section 29 (a) of the Contractor General Act, and has otherwise committed the offence of Perjury under Section 8 of the Perjury Act.
  
8. Based upon the sworn written testimony of Mr. Deryck Gibson, the OCG has concluded that Deryck A. Gibson Ltd. and/or Mr. Deryck Gibson, in its/his capacity as the agent in Jamaica for Mabey and Johnson, had made several arrangements for travel to the UK for and on behalf of Mr. Joseph Hibbert and Mabey and Johnson, for the benefit of Mr. Hibbert and others.



However, several of the dates of travel for Mr. Joseph Hibbert, in respect of which arrangements were made by Deryck A. Gibson Ltd. and/or Mr. Deryck Gibson, do not coincide with the official dates of travel for Mr. Hibbert which were provided to the OCG under the cover of the sworn testimony of the Permanent Secretary in the MTW, Dr. Alwin Hales. In point of fact, the MTW did not have, on its official files, records relating to the 1998 July UK trip which Mr. Gibson has asserted that he had arranged for Mr. Hibbert in his, Mr. Hibbert's, official capacity as a Public Officer of the MTW and the GOJ.

Further, the evidence on record points to a pro-forma invoice which was dated 2001 and which was expressed to be for travel to the UK for Mr. Hibbert. However, of significant import, is the fact that Mr. Hibbert was no longer employed to the MTW as at 2000 October 20.

It is also instructive to note that the OCG has not seen any documentary evidence to suggest that Mr. Deryck Gibson, himself, and/or Deryck A. Gibson Ltd., had made any payments, whether directly and/or indirectly, to Mr. Joseph Hibbert for and/or on the behalf of Mabey and Johnson.

Nevertheless, Mabey and Johnson has asserted, *inter alia*, in its letter of 2009 May 5 to the Prime Minister of Jamaica, that the payments which were made to Mr. Joseph Hibbert "... *were made out of the percentage of contract value allocated to commission for the agent, Deryck Gibson and we believe that Mr Gibson would therefore have been aware of the payments. It appears he also organised some of the travel for Mr Hibbert and his colleague*".

In the circumstances, the OCG is of the belief that there is enough *prima facie* evidence on record to raise certain questions regarding the extent of Mr. Gibson's knowledge about the purpose and/or legitimacy of the referenced overseas trips

which were arranged through himself and/or his company and whether he and/or his company were in any way a party to the illicit payments or bribes which Mabey and Johnson alleges that it has made and paid to Mr. Joseph Hibbert.

## **REFERRALS**

The OCG, in the conduct of its Investigations, is required to be guided by Section 21 of the Contractor-General Act.

**Section 21 of the Contractor-General Act** provides as follows:

**“If a Contractor-General finds, during the course of his Investigations or on the conclusion thereof that there is evidence of a breach of duty or misconduct or criminal offence on the part of an officer or member of a public body, he shall refer the matter to the person or persons competent to take such disciplinary or other proceeding as may be appropriate against that officer or member and in all such cases shall lay a special report before Parliament.”**<sup>142</sup> (OCG Emphasis)

1. Pursuant to the mandatory statutory obligations which are imposed upon a Contractor General by Section 21 of the Contractor General Act, the OCG is hereby formally referring a copy of this Investigation Report to the Commissioner of Police and the Director of Public Prosecutions for such further action as any or both of them may deem appropriate.

The referral is being made on the basis that there is an over-abundance of *prima facie* evidence which is contained herein and, more particularly and importantly, in the sworn written statements that were furnished to the OCG by the relevant Respondents and the UK-SFO which would suggest that Mr. Joseph Hibbert, MP, while, *inter alia*, actively holding the position of Chief Technical Director in the MTW, did receive questionable and illicit payments or bribes from Mabey and Johnson. These said payments or bribes, Mabey and Johnson has asserted, were made or paid by it to Mr.

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<sup>142</sup> Contractor-General Act. 1983

Hibbert in respect of GOJ contracts which were awarded to it by the MTW/GOJ. Mr. Hibbert has admitted to receiving payments from Mabey and Johnson.

However, the explanations which Mr. Hibbert has given in his sworn statements to the OCG for his receipt of the said payments, on the face of all of the evidence, are not credible and, as a matter of record, has been patently contradicted by the sworn information which has been provided to the OCG by (a) his former employers, the MTW/GOJ, and (b) the SFO of the United Kingdom.

The OCG recognises that the alleged payments or bribes were made to Mr. Hibbert over the period of 1993 November to 2001 October and that, during that time, the Jamaica Corruption Prevention Act has been amended.

In the foregoing regard, it is instructive to record, for example, the provisions which are contained in Section 3 (1) of the 1931 Corruption Prevention Act and Section 14 (1) (a) (b) of the 2000 Corruption Prevention Act.

***3. Corruption in office a misdemeanour.***

*3. (1) Every person who shall by himself or by or in conjunction with any other person, corruptly solicit or receive, or agree to receive, for himself, or for any other person, any gift, loan, fee, reward or advantage whatever as an inducement to, or reward for, or otherwise on account of any member, officer, or servant of a public body doing or forbearing to do anything in respect of any matter or transaction whatsoever, actual or proposed, in which the said public body is concerned, shall be guilty of a misdemeanour.*

**14. Acts of corruption.**

14. (1) A public servant commits an act of corruption if he-

(a) solicits or accepts, whether directly or indirectly, any article or money or other benefit, being a gift, favour, promise or advantage for himself or another person for doing any act or omitting to do any act in the performance of his public functions;

(b) in the performance of his public functions does any act or omits to do any act for the purpose of obtaining any illicit benefit for himself or any other person;

It is the OCG's considered view that it is within the lawful purview and discretion of the Director of Public Prosecutions and/or the Commissioner of Police to determine the appropriate and/or applicable law or laws upon which any further investigation or proceeding in relation to this referral should be based.

2. Pursuant to the mandatory statutory obligations which are imposed upon a Contractor General by Section 21 of the Contractor General Act, the OCG is also hereby formally referring a copy of this Investigation Report to the Commissioner of Police and the Director of Public Prosecutions for such further or consequential action as any or both of them may deem appropriate on the basis, *inter alia*, that there is ***prima facie*** evidence that is contained herein and, more particularly and importantly, in the sworn statements that were furnished to the OCG by the relevant Respondents and the SFO, which would suggest that Mr. Joseph Hibbert (i) did make a false statement or statements to mislead, or did attempt to mislead a Contractor General in the execution of his functions, in contravention of Section 29 (a) of the Contractor General Act, and/or (ii) did knowingly and wilfully make a false statement to a Contractor General in a material particular, contrary to Section 8 of the Perjury Act.

**Section 29 of the Contractor General Act** provides, *inter alia*, as follows:

*“Every person who –*

*(a) wilfully makes any false statement to mislead or misleads or attempts to mislead a Contractor- General or any other person in the execution of his functions under this Act; or*

*(b) without lawful justification or excuse –*

*(i) obstructs, hinders or resists a Contractor-General or any other person in the execution of his functions under this Act; or*

*(ii) fails to comply with any lawful requirement of a Contractor- General or any other person under this Act, ....*

*shall be guilty of an offence ...”.*

**Section 8 of the Perjury Act** provides, *inter alia*, as follows:

*“Every person who knowingly and willfully makes (otherwise than on oath) a statement false in a material particular and the statement is made-*

*(a) in a voluntary declaration; or ....*

*(b) in any oral declaration or oral answer which he is required to make by, under, or in pursuance of any enactment for the time being in force,*

*shall be guilty of a misdemeanour, and liable on conviction on indictment thereof to imprisonment with hard labour for any term not exceeding two years, or to a fine, or to both such imprisonment and fine”.*

## **RECOMMENDATIONS**

Section 20 (1) of the Contractor-General Act mandates that “*after conducting an Investigation under this Act, a Contractor-General shall, in writing, inform the principal officer of the public body concerned and the Minister having responsibility therefor of the result of that Investigation **and make such Recommendations as he considers necessary in respect of the matter which was investigated.**” (OCG’s Emphasis).*

In light of the foregoing, and having regard to the Findings , Conclusions and Referrals that are detailed herein, the OCG now makes the following Recommendations:

1. The OCG hereby formally recommends that a copy of this Investigation Report should be referred to the Commissioner of Police and the Director of Public Prosecutions for such further or consequential action as any or both of them may deem appropriate on the basis, *inter alia*, that there is *prima facie* evidence that is contained herein and, more particularly and importantly, in the sworn statements that were furnished to the OCG by the relevant Respondents and the SFO, which would warrant, at a minimum, that a criminal investigation should be undertaken to determine whether (a) Mr. Deryck Gibson and/or his company Deryck A. Gibson Ltd. was/were in any way a party to the illicit payments or bribes which Mabey and Johnson alleges that it has made and paid to or on behalf of Mr. Joseph Hibbert and (b) whether Mr. Joseph Hibbert has, in any way, conspired with Mr. Deryck Gibson, Deryck A. Gibson Ltd. and/or any other person or persons to commit an unlawful act or acts in connection with any of the matters which are the subject of the allegations which have been made by Mabey and Johnson.

2. In advancing the recommendation which is outlined below, the OCG is overly mindful of the Rule of Law and the inviolability and sanctity of the time-honoured canon that demands that an individual (a) must be deemed innocent until proven guilty in a Court of Law and, (b) should be afforded the right to defend himself in the face of allegations of any form, whether it be a breach of duty, professional misconduct and/or criminal conduct.

Parliamentarians and Public Officers, as agents of the State, are, however, the bastions of the institutional framework of State governance and, in particular, the principles of accountability which have been long established under the Westminster system of governance.

It is, therefore, only axiomatic that Parliamentarians and Public Officials, regardless of their status within the Public Service, by virtue of the very nature of their jobs and the public confidence which has been reposed in them by the Taxpayers who they serve, should be held to a higher standard of accountability than any other citizen.

It is against this background that the OCG's most recent Investigations have brought into sharp focus a number of urgent governance imperatives which face Jamaica and which must be addressed with expedition at the highest levels of the State apparatus.

The OCG believes that the time has come for Parliament to give serious consideration to the promulgation of legislation and, if necessary, to amend the Constitution, to mandate the circumstances in which Parliamentarians and Public Officials should recuse themselves from public office and/or from their official public duties, once they become the subject of a criminal or other serious investigation or charge which involves a breach of the public trust, pending the resolution of the said investigation or proceeding.



3. The OCG believes that the time has also come for the Parliament of Jamaica to urgently examine its current anti-corruption institutional and legislative framework with a view to (a) insulating the State's anti-corruption institutions from any possible interference, obstruction or direction from the Executive arm of the State and, (b) significantly strengthening the capacity of the institutional framework in a deliberate effort to substantially enhance its effectiveness in the fight against the scourge of corruption.
4. The OCG also recommends that Parliament should review its anti-corruption legislation to ensure, *inter alia*, that the existing sanctions are adequate, effective, proportionate and dissuasive in nature. Where necessary, the implementation of new and more severe sanctions, which should include the seizure or confiscation of bribes and the proceeds of acts of corruption, in addition to other powerful punitive criminal sanctions, must be given strong consideration.
5. Additionally, the OCG would respectfully recommend that the Corruption Prevention Commission should take a more proactive and aggressive approach in (a) the investigation of matters involving alleged acts of corruption against the State and (b) its review and investigation of the Declaration of Assets, Income and Liability Statements that are required to be filed each year by Public Servants, pursuant to the provisions of the 2000 Corruption Prevention Act. To the extent that the Commission currently lacks adequate resources to effectively discharge its mandate under the law, immediate steps should be taken by the State to address same, failing which the State's ability to win the fight against corruption will be significantly threatened and undermined.

6. Finally, the OCG is of the view that the concept of the **unsolicited proposal**, which has found its way into the country's procurement conventions, should be excised from the Government's Procurement Guidelines.

The OCG is concerned that the **unsolicited proposal** mechanism is a corruption enabling device which can be utilized by unscrupulous Public Officials to direct lucrative multi-million dollar State contracts to connected, undeserving or desired contractors. This can be easily accomplished by influential but corrupt Public Officials who are willing to clandestinely conspire with a contractor to have the contractor approach the State with what appears to be a unique contracting proposal.

It is the OCG's considered contention that all such proposals must be tested for propriety, legitimacy, cost-effectiveness, quality, value for money and competitiveness in the open market place.

# APPENDICES

# APPENDIX I

## OCG Requisitions and Related Responses

List of documents	Page Number
1. OCG Media Release (2009 January 7) .....	2
2. OCG Requisition addressed to Dr. Alwin Hales (2009 January 15) .....	4
3. Dr. Alwin Hales' Response to the OCG's Requisition (2009 February 24) .....	19
4. OCG Requisition addressed to Dr. Alwin Hales (2009 June 30) .....	29
5. Dr. Alwin Hales' Response to the OCG's Requisition (2009 July 16) .....	34
6. OCG Requisition addressed to Dr. Alwin Hales (2009 July 23) .....	37
7. Dr. Alwin Hales' Response to the OCG's Requisition (2009 July 31) .....	44
8. OCG Requisition addressed to Mr. Joseph Hibbert (2009 May 27) .....	50
9. Mr. Joseph Hibbert's Response to the OCG's Requisition (2009 June 17) .....	68
10. OCG Requisition addressed to Mr. Joseph Hibbert (2009 July 27) .....	78
11. Mr. Joseph Hibbert's Response to the OCG (2009 August 7) .....	84
12. Letter from Mr. Joseph Hibbert to the NCB (2009 June 26) .....	89
13. Letter from the NCB to Mr. Joseph Hibbert (Statements attached) (2009 July 1) .....	90
14. OCG Requisition addressed to Mr. Deryck Gibson (2009 June 1) .....	97
15. Mr. Deryck Gibson's Response to the OCG's Requisition (2009 June 19) .....	115
16. Letter from Mr. Deryck Gibson to Mr. Joseph Hibbert (1998 June 12) .....	140
17. OCG Requisition addressed to the NCB (2009 June 3) .....	141
18. NCB's Response to the OCG's Requisition (2009 June 16) .....	150

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- 2 -

Any reply or subsequent reference to this communication should be addressed to the Contractor-General and the following reference quoted:-

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**KINGSTON 5**

**JAMAICA, W.I**

**MEDIA RELEASE**

**OFFICE OF THE CONTRACTOR GENERAL TO COMMENCE FORMAL INVESTIGATION INTO ALLEGATIONS OF CORRUPTION AND IRREGULARITY INVOLVING GOVERNMENT OF JAMAICA CONTRACTS AWARDED TO MABEY AND JOHNSON LIMITED**

**Kingston; January 7, 2009** - The Office of the Contractor General (OCG) will commence a formal Investigation into allegations of corruption and irregularity that are related to certain Government of Jamaica bridge building contracts that were awarded to the British firm of Mabey and Johnson Limited. The decision to commence the formal Investigation follows upon two (2) specified events.

First, on November 26, 2008, certain oral representations were made to the OCG by representatives of the Jamaica Constabulary Force (JCF), the Serious Fraud Office of the United Kingdom and the British High Commission, in a meeting which was convened at the Office of the Contractor General at the request of the JCF.

The second event was the receipt of copies of certain documents which were formally conveyed by the JCF to the Contractor General under cover of a letter which was dated December 30, 2008. The JCF letter, which was received by the OCG on January 6, 2009, was signed by Mr. Leslie Green, the Assistant Commissioner of Police having responsibility for Serious and Organized Crimes.

ACP Green, in his letter to Contractor General, Greg Christie, has advised that he will "await the outcome of your investigations (i.e. the OCG's investigations) and any recommendations and/or directions made by the Director of Public Prosecutions (DPP), before taking any further action, as the allegations clearly relate to Government Contracts".



“In light of the serious nature and gravity of the documentation which the OCG has received from the JCF, we believe that this is a matter which warrants a formal Investigation by the OCG,” Mr. Christie said.

The OCG’s Investigation will be directed primarily at determining, *inter alia*, (a) the precise role, if any, that was played by certain persons of interest, viz. one Mr. Joseph Hibbert and one Mr. Deryck A. Gibson, in the facilitation, procurement, award, implementation, execution and/or variation of the referenced contracts and, (b) the merits of the allegations which have been made that certain specified, questionable payments, totalling several million United States dollars in value, were made or transferred by Mabey and Johnson to certain specified persons and/or into certain bank accounts, in relation to the said contracts. The documentation that the OCG has received from the JCF would suggest that several of the alleged referenced payments were made to, for the benefit of, and/or on the account of, the said Mr. Joseph Hibbert between 1993 and 2003.

Upon the conclusion of its Investigation, copies of the OCG’s Report of Investigation into the matter will be formally conveyed to the Parliament of Jamaica and other appropriate State Authorities in accordance with the provisions of the Contractor General Act.

Section 15 (1) of the Contractor General Act empowers a Contractor General, “if he considers it necessary or desirable”, to conduct an investigation, *inter alia*, into the award of any Government contract. Additionally, Section 16 of the Act specifically provides that “an investigation pursuant to Section 15 may be undertaken by a Contractor General on his own initiative or as a result of representations made to him if, in his opinion, such investigation is warranted”.

-END-

Contact: Dale Austin, Communications Officer, Communications Department, Office of the Contractor-General, E-mail: [communications@ocg.gov.jm](mailto:communications@ocg.gov.jm); Telephone: (876) 929-6460; Facsimile: (876) 929-2476



41  
- 4 -

Any reply or subsequent reference to this communication should be addressed to the Contractor-General and the following reference quoted:

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No. :

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E-mail: Lharris@ocg.gov.jm

January 15, 2009

**COPY**

Dr. Alwin Hales  
Permanent Secretary  
Ministry of Transport and Works  
138h Maxfield Avenue  
Kingston 10

Dear Permanent Secretary Hales:

**Re: Notice of Formal Requisition for Information and Documentation to be Supplied under the Contractor General Act – Conduct of Investigation – Concerning Allegations of Corruption and Irregularity Involving Government of Jamaica Contracts to Mabey and Johnson Limited**

We write further to the Contractor-General's letter to you of the 14<sup>th</sup> instant, with regard to the captioned. The Office of the Contractor General (OCG), acting on behalf of the Contractor General, has formally commenced an investigation into the circumstances surrounding the allegations of corruption and irregularity involving Government of Jamaica contracts to Mabey and Johnson Limited.

As we will require your assistance and full cooperation to successfully prosecute this investigation, it is very important that your attention is formally directed to the following provisions of the Contractor General Act:

- (1) Sections 4 (1) (a) (i) and (ii) which mandates the Contractor General, "... on behalf of Parliament- to monitor the award and the implementation of Government contracts with a view to ensuring that such contracts are awarded impartially and on merit (and that) the circumstances in which each contract is awarded ... do not involve impropriety or irregularity ...".
- (2) Section 4 (1) (b) which mandates the Contractor General, "... on behalf of Parliament- to monitor the grant, issue, suspension or revocation of any prescribed licence, with a view to ensuring that the circumstances of such grant, issue, suspension or revocation do not involve impropriety or irregularity and, where appropriate, to examine whether such licence is used in accordance with the terms and conditions thereof".
- (3) Section 15 (1) which prescribes the discretionary power of a Contractor General to conduct an



investigation into any or all of the following matters:

- (a) "the registration of contractors";
  - (b) "tender procedures relating to contracts awarded by public bodies";
  - (c) "the award of any Government contract";
  - (d) "the implementation of the terms of any Government contract";
  - (e) "the circumstances of the grant, issue, use, suspension or revocation of any prescribed licence";
  - (f) "the practice and procedures relating to the grant, issue, suspension or revocation of prescribed licences".
- (4) Section 4 (2) (b) which prescribes the power of a Contractor General "to have access to all books, records, documents, stores or other property belonging to Government, whether in the possession of any officer of a Public Body or a contractor or any other person".
  - (5) Section 4 (2) (d) which prescribes the power of a Contractor General "to have access to all books, records, documents or other property used in connection with the grant, issue, suspension or revocation of any prescribed licence whether in the possession of any public officer or any other person".
  - (6) Section 4 (2) (e) which prescribes the power of a Contractor General "to have access to any premises or location where he has reason to believe that any such books, records, documents or other property as are referred to in paragraph (d) or any property which is the subject of a prescribed licence, may be found".
  - (7) Section 4 (3) of the Act which prescribes the power of a Contractor General to "require any Public Body to furnish in such manner and at such times as may be specified by the Contractor General, information with regard to the award of any contract and such other information in relation thereto as the Contractor General may consider desirable".
  - (8) Section 4 (4) which prescribes that, "For the purposes of paragraphs (d) and (e) of subsection (2) the Contractor-General shall have power to require any public officer or any other person to furnish in such manner and at such times as may be specified by the Contractor-General, information with regard to the grant, issue, suspension or revocation of any prescribed licence and such other information in relation thereto as the Contractor-General considers desirable".
  - (9) Section 5 (1) which provides that, "In the exercise of the powers conferred upon him by this Act, a Contractor-General shall not be subject to the direction or control of any other person or authority".
  - (10) Section 17 (1) which prescribes the power of a Contractor General "to adopt whatever procedure he considers appropriate to the circumstances of a particular case and, subject to the provisions of (the) Act, to obtain information from such person and in such manner and make such





enquiries as he thinks fit".

- (11) Section 17 (2) which provides that "Nothing in this Act shall be construed as requiring a Contractor General to hold any hearing and, no person shall be entitled as of right to comment on any allegations or to be heard by a Contractor General".
- (12) Section 18 (1) which prescribes the power of a Contractor General, "at any time, (to) require any officer or member of a public body or any other person who, in his opinion, is able to give any assistance in relation to the investigation of any matter pursuant to this Act, to furnish such information and produce any document or thing in connection with such matter as may be in his possession or under the control of that officer, member or other person".
- (13) Section 18 (2) which prescribes the power of a Contractor General "to summon before him and examine on oath any person who has made representations to him or any officer, member or employee of a public body or any other person who, in the opinion of the Contractor General, is able to furnish information relating to the investigation – and such examination shall be deemed to be a judicial proceeding within the meaning of Section 4 of the Perjury Act".
- (14) Section 18 (3) which provides that "For the purposes of an investigation under this Act, a Contractor General shall have the same powers as a Judge of the Supreme Court in respect of the attendance and examination of witnesses and the production of documents".
- (15) Section 18 (4) which provides that "Any obligation to maintain secrecy or any restriction on the disclosure of information or the production of any document or paper or thing imposed on any person under the Official Secrets Act, 1911 to 1939 of the UK (or of any Act of Parliament of Jamaica replacing the same in its application to Jamaica) or, subject to the provisions of this Act, by any law (including a rule of law) shall not apply in relation to the disclosure of information or the production of any document or thing by that person to a Contractor General for the purpose of an investigation ...".
- (16) Section 18 (5) which provides that "No person shall, for the purpose of an investigation, be compelled to give any evidence or produce any document or thing he could not be compelled to give or produce in proceedings in any court of law."
- (17) Section 22 which provides that, "The proceedings of a Contractor-General shall not be rendered void for want of form".
- (18) Section 29 which provides as follows:  
"Every person who –
  - (a) willfully makes a false statement to mislead or attempts to mislead a Contractor General or any other person in the execution of his functions under this Act, or



(b) without lawful justification or excuse –

- (i) obstructs, hinders or resists a Contractor General or any other person in the execution of his functions under this Act; or
- (ii) fails to comply with any lawful requirement of a Contractor General or any other person under this Act, ....

shall be guilty of an offence ...”.

It is also instructive that you should note that there are Public Officers who are misguided in the belief that the aforementioned powers of the Contractor General, to monitor or to investigate the “award” of contracts etc., do not arise until the subject contract or licence/permit is actually awarded or issued, as the case may be. We are obliged to advise you that any such belief is unfounded and has no validity in law. In the case of *Lawrence v. Ministry of Construction (Works) and the A.G. (1991) 28 J.L.R. 265*, the Supreme Court of Jamaica was moved by way of originating summons, at the instance of the Contractor General, to rule on this very point. Mr. Justice Courtney Orr, in that case, held unequivocally as follows:

*“The proper interpretation of the (Contractor General) Act is one which empowers the Contractor General to monitor the pre-contract stages of government contracts and to obtain information from public bodies prior to the award of such contracts (my emphasis)... The ordinary meaning of the words of the statute in light of the context and grammar suggest no other interpretation”.*

In the discharge of the mandates of the Contractor General under the Contractor General Act and in furtherance of the expressed powers which are reserved to him by the Act, the OCG, acting on behalf of the Contractor General, now hereby formally requires you to fully comply with the below-mentioned requisitions by providing all of the information and documentation which is demanded of you and to supply same in a sealed envelope, marked ‘Confidential’ and addressed to the Contractor General. **The envelope must be deposited at the reception desk of the Offices of the Contractor General, PIOJ Building, 16 Oxford Road, Kingston 5, no later than 3:00 PM in the afternoon on Thursday, February 12, 2009.**

In responding to the below-mentioned requisitions or questions, you are respectfully asked to be guided by the following:

- (a) You must provide written responses to all of the requisitions or questions.
- (b) Your responses must be declared and certified by you before a Justice of the Peace to be complete, accurate and truthful. Your declaration must be in the form which is enclosed herewith.
- (c) All written responses which are provided by you must be provided in a single document and must be numbered in the same chronological sequence as the questions or requisitions to which they relate. For example, your response to Requisition/Question #1 must be numbered ‘1’, your answer to Requisition/Question #2 must be numbered ‘2’, and so forth.



- 8 -

- (d) Any document which is supplied by you in support of a response must be properly labelled, numbered and marked to identify what it is and the requisition or question to which it relates.
- (e) Should you mislead, resist, obstruct or hinder a Contractor General in the execution of his functions or fail to provide a complete, accurate and truthful response to any of the requisitions or questions which are set out below, you will become liable, *inter alia*, to criminal prosecution under Section 29 of the Contractor General Act.

### REQUISITIONS / QUESTIONS

1. Please complete and submit a spreadsheet, in the form which is enclosed herewith as **Appendix 1**, of the required particulars of all contracts which have been awarded to Mabey and Johnson Ltd. under the Government of Jamaica (GOJ) bridge building programme. The OCG hereby undertakes to email to you, an electronic form of the **Appendix 1** Microsoft Excel spreadsheet at an email address which is to be provided by you. You must submit the completed spreadsheet in both hard copy and compact disc electronic copy formats, using the form specified.
2. Please provide an Executive Summary detailing the following information on the GOJ bridge building programme:
  - i. The genesis of the Programme;
  - ii. The scope and/or description of the Programme;
  - iii. The Programme's projected implementation costs;
  - iv. The source(s) of funding for the Programme;
  - v. All parties to the Programme, their respective roles, responsibilities and obligations in the execution of the programme deliverables;
  - vi. The Programme schedule.

Please provide documentary evidence, where possible, to substantiate your assertions/responses.

3. What is the extent of your knowledge of the contract(s) which was/were awarded to Mabey and Johnson Ltd. under the GOJ bridge building programme? Please provide a comprehensive statement to this question and provide documentary evidence, where possible, to substantiate your assertions/responses.



4. Please provide an Executive Summary detailing the Procurement Procedure(s) which was/were utilized in the award of contract(s) to Mabey and Johnson Ltd. The summary should include a comprehensive explanation of the following information:

- i. The procurement methodology which was/were used in selecting Mabey and Johnson Ltd;
- ii. The relevant procurement approval processes which was/were required in regard to the award of contract(s) to Mabey and Johnson Ltd;
- iii. The name(s) and title(s) of the designated GOJ Officer(s) who approved the award of contract(s) to Mabey and Johnson Ltd;
- iv. The name(s) and title(s) of the then Ministry of Construction and Works (MCW) Officer(s), the GOJ Official(s) and/or Officer(s) of any other Public Body(ies) who negotiated the contract(s) with Mabey and Johnson Ltd;
- v. The name(s) and title(s) of the GOJ Official(s), the then MCW Officer(s) and/or Officer(s) of any other Public Body(ies) with responsibility for procurement under the GOJ bridge building programme;
- vi. The name(s) and title(s) of any representative(s) and/or agent(s) of Mabey and Johnson Ltd. who negotiated the GOJ contract(s) which was/were awarded to Mabey and Johnson Ltd;
- vii. The terms and conditions of each of the GOJ agreement(s) and/or contract(s) which was/were awarded to Mabey and Johnson Ltd;
- viii. Any other particulars that are pertinent to the GOJ agreement(s) and/or contract(s) which was/were awarded to Mabey and Johnson Ltd.

Please provide documentary evidence, where possible, to substantiate your assertions/responses.

5. Please provide an Executive Summary Listing of all the name(s) and title(s) of the GOJ Official(s), the then MCW Officer(s) and/or Officer(s) of any other Public Body(ies) with responsibility for procurement under the GOJ bridge building programme, who was/were involved in the procurement process, which led to the selection and award of contract(s) to Mabey and Johnson Ltd. The summary should identify the individual(s) who was/were a part of the Procurement Committee, the Government Contracts Committee (GCC), and/or Evaluation Committee, as the case may be, which approved the contract(s) to Mabey and Johnson Ltd. Please provide documentary evidence, where possible, to substantiate your assertions/responses.



-10-

6. Who, and/or what entity(s) initiated contact with Mabey and Johnson Ltd. for the GOJ bridge building programme? Please provide answers to the following questions and, where possible, provide documentary evidence to substantiate your assertions/responses:

- i. The rationale and purpose for initiating contact in regard to the same;
  - ii. The name(s) of the entity(ies) and/or individual(s) and the title(s) of the individual(s) who initiated contact, the circumstances relating to same, as well as the date(s) on which such interactions took place;
  - iii. The date(s) contact was initiated with Mabey and Johnson Ltd and the circumstances relating to same, as well as the date(s) on which such interactions took place;
  - iv. The name(s) of the Mabey and Johnson Ltd. representative(s) who was/were approached;
  - v. Any other particulars that are pertinent to the contract(s) which was/were negotiated with Mabey and Johnson Ltd.
7. Was the GOJ, the then MCW and/or any other Public Body(ies) approached by any other entity(ies) in regard to the GOJ bridge building programme? If yes, detail:
- i. The name(s) of the entity(ies) and/or individual(s) who made the approach(es);
  - ii. The date(s) on which the entity(ies) and/or individual(s) made the approach(es);
  - iii. Detail the result(s) of the approach(es).

Please provide documentary evidence, where possible, to substantiate your assertions/responses.

8. How did the GOJ, the then MCW and/or any other Public Body(ies) go about getting proposals for the GOJ bridge building programme? Please provide documentary evidence, where possible, to substantiate your assertions/responses.
9. In regard to the selection of Mabey and Johnson Ltd. for the GOJ bridge building programme, please provide answers to the following questions and, where possible, provide documentary evidence to substantiate your assertions/responses:
- i. The criteria by which Mabey and Johnson Ltd. was assessed and/or evaluated;
  - ii. Detail the primary conditions of agreement(s) and/or contract(s) which was/were to be satisfied by Mabey and Johnson Ltd.



- 11 -

10. Did the GOJ, the then MCW and/or any other Public Body(ies) procure the services of a Consultant and/or Project Manager in relation to the contract(s) which was/were awarded to Mabey and Johnson Ltd.?

- i. If yes, please provide answers to the following questions and, where possible, provide documentary evidence to substantiate your assertions/responses:
  - (a) The name(s) of the Consultant(s) and/or Project Manager(s);
  - (b) The method of procurement which was/were utilized in the selection of the Consultant(s) and/or Project Manager(s);
  - (c) The value(s) of the contract(s) with the named Consultant(s) and/or Project Manager(s);
  - (d) Any other particulars that are pertinent to any contract(s) which was/were awarded to any person who was/were a Consultant and/or Project Manager for the GOJ bridge building programme.
- ii. If no, please state whether any GOJ Official and/or Officer of the then MCW and/or any other Public Body(ies) acted in the capacity as a Consultant and/or Project Manager.

11. Please provide a list of the name(s) and title(s) of the members of following committees which had responsibility for either the approval and/or recommendation of the contract(s) which was/were awarded to Mabey and Johnson Ltd:

- i. The GCC for the period October 1992 to 2001;
- ii. The Procurement Committee for the period May 2001 to December 2003;

12. Please provide an Executive Summary detailing the capacity, if any, in which Mr. Joseph Hibbert acted at the time of the award of contract(s) to Mabey and Johnson Ltd. The summary should provide answers to the following questions and detail the information which is requested:

- i. Was Mr. Hibbert, at any time, an employee, official and/or representative of any Public Body(ies) which was/were involved in the (1) negotiations, (2) procurement, (3) award, (4) implementation and/or (5) execution of the contract(s) which was/were awarded to Mabey and Johnson Ltd? If yes, please provide the following information:
  - a. Mr. Hibbert's respective job title(s) and his associated responsibilities and duties;



-12

- b. ~~The date(s) on which he held the substantive post(s) listed in (a) above and the date(s) on which he demitted the said post(s);~~
- c. The level of authorisation which he could grant in regard to the award, implementation and execution of GOJ contract(s) and variation;
- d. Whether Mr. Hibbert acted as a Consultant and/or Project Manager in regard to the contract(s) which was/were awarded to Mabey and Johnson Ltd. and/or in respect of the GOJ bridge building programme;
- e. Whether in his respective capacity(ies) he was authorised to act as a Consultant and/or Project Manager in regard to the contract(s) which was/were awarded to Mabey and Johnson Ltd.
- ii. If the answer to (i) above is no, please state the capacity(ies), if any, in which Mr. Hibbert acted in regard to the contract(s) which was/were awarded to Mabey and Johnson Ltd.
- iii. Did Mr. Hibbert, in any way, facilitate the award, implementation, execution and/or variation of the contract(s) which was/were awarded to Mabey and Johnson Ltd? If yes, please provide particulars of the same.

Please provide documentary evidence, where possible, to substantiate your assertions/responses.

13. Please provide an Executive Summary detailing the capacity, if any, in which Mr. Deryck Gibson and/or Deryck A. Gibson Ltd. acted at the time of the award of contract(s) to Mabey and Johnson Ltd. The summary should provide answers to the following questions and detail the information which is requested:
- i. Was Mr. Deryck Gibson and/or Deryck A. Gibson Ltd, at any time, in respect of the contract(s) which was/were awarded to Mabey and Johnson Ltd. contracted by any Public Body(ies), which was/were involved in the (1) negotiations, (2) procurement, (3) award, (4) implementation and/or (5) execution of the contract(s) which was/were awarded to Mabey and Johnson Ltd? If yes, please provide the following information:
- a. Mr. Deryck Gibson's and/or Deryck A. Gibson Ltd's. role and responsibilities in respect of the contract(s) which was/were awarded to it by the Public Body(ies);
- b. The date(s) on which the contract(s) was/were awarded to Mr. Deryck Gibson and/or Deryck A. Gibson Ltd;
- c. The name(s) of the Public Body(ies) which awarded the contract(s).



-13

- ii. Was Mr. Deryck Gibson and/or Deryck A. Gibson Ltd, at any time, an agent and/or representative of Mabey and Johnson Ltd. in respect of the (1) negotiations, (2) procurement, (3) award, (4) implementation and/or (5) execution of the contract(s) which was/were awarded to Mabey and Johnson Ltd? If yes, please provide the following information:
- Mr. Deryck Gibson's and/or Deryck A. Gibson Ltd's. role and responsibilities in respect of the (1) negotiations, (2) procurement, (3) award, (4) implementation and/or (5) execution of the contract(s) which was/were awarded to Mabey and Johnson Ltd;
  - The date(s) on which contact(s) was/were made with Mr. Deryck Gibson and/or Deryck A. Gibson Ltd. by any Public Body(ies) in respect of the contract(s) which was/were awarded to Mabey and Johnson Ltd;
  - The name(s) of the Public Body(ies) with which contact(s) was made.
- iii. If the answer to (i) and (ii) above is no, please state the capacity(ies), if any, in which Mr. Deryck Gibson and/or Deryck A. Gibson Ltd. acted in regard to the contract(s) which was/were awarded to Mabey and Johnson Ltd.
- iv. Did Mr. Deryck Gibson and/or Deryck A. Gibson Ltd, in any way, facilitate the award, implementation, execution and/or variation of the contract(s) which was/were awarded to Mabey and Johnson Ltd? If yes, please provide particulars of the same.

Please provide documentary evidence, where possible, to substantiate your assertions/responses.

14. Are you aware of any additional information which you believe could prove useful to this Investigation or is there any further statement in regard to the Investigation which you are desirous of placing on record? If yes, please provide full particulars of same.

We would like to thank you in advance for your full and anticipated cooperation in this endeavour.

Should you have any questions, please do not hesitate to contact me.

Yours sincerely,

Latoya Harris,  
Special Investigator  
for and on behalf of the Contractor General

Enclosure -Form of Declaration, Appendix I and Instructions for Completing Appendix I





-14-

Any reply or subsequent reference to this communication should be addressed to the Contractor-General and the following reference quoted:-

REF. No.:11-03

TELEPHONE No. : 929-8560/6466

FAX No. : 929-2476

E-Mail: [Lharris@ocg.gov.jm](mailto:Lharris@ocg.gov.jm)

**OFFICE OF THE CONTRACTOR-GENERAL**

**PIOJ Building**

**16 Oxford Road**

**P.O. BOX 540**

**KINGSTON 5**

**JAMAICA, W.I.**

**Form of Declaration**

**The Voluntary Declaration Act: Section 7: Declaration to be in form in Schedule:**

I, John Brown, do solemnly and sincerely declare as follows:

1. That I am [number] years of age and I reside and have my true place of abode at [address] in the parish of
2. That I have answered the questions posed and fulfilled the requisitions made to me in a letter from the Contractor-General dated January 15, 2009, completely, accurately and truthfully.

And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the Voluntary Declarations Act.

**TAKEN and ACKNOWLEDGED** )  
**by the said JOHN BROWN at [address]** )  
**in the parish of** )  
**on this day of 2008** )  
**in the presence of:** )

\_\_\_\_\_  
**JOHN BROWN**

\_\_\_\_\_  
**JUSTICE OF THE PEACE**

**For the parish of:-**

Office of the Contractor General

Instructions for Completing Contract Award Report – Contract(s) to Mabey and Johnson Ltd.

Care should be taken to complete the Contract Award Report accurately. Section 29 of the Contractor General Act makes it a criminal offence for any person to willfully mislead or to make a false statement to mislead a Contractor-General. A failure to comply with any lawful requirement of the Contractor General will also constitute a criminal offence under Section 29 of the Contractor General Act.

SECTION 1 – MAIN SECTION OF CONTRACT AWARD REPORT

- 1. Column 1 – Record #**  
Allocate a number, in date chronological order, to each Contract Award record which is entered. (e.g. 1, 2, 3, etc.).
- 2. Column 2 – Contract Award Date**  
State the date on which the Contract(s) was/were executed by the Agency and the Contractor, State the date in the following format: yyyy-mm-dd. (e.g. 2006-05-22).
- 3. Column 3 – Contract Description**  
Provide a brief description of the Contract(s), indicating the works which was/were to be performed under the Contract(s). (e.g. Design, fabrication and installation of bridge, inclusive of the construction of approaches and asphaltic concrete overlay to bridge surface.)
- 4. Column 4 – Contract Value**  
State the total Contract sum to the nearest dollar, in Jamaican currency. (e.g. 3200000). The programme will automatically add the "\$" sign.
- 5. Column 5 – Principal Site of Contract Performance**  
State the site at which the construction or other works were executed. (e.g. Banbury, Linstead, St. Catherine).
- 6. Column 6 – Name of Public Body Awarding Contract**  
State the name of the Public Body which has/had awarded the contract(s).
- 7. Column 7 – Name of the Implementing Agency and/or Public Body**  
State the name of the Agency and/or Public Body which has/had responsibility for the implementation of the contract(s).
- 8. Column 8 – Portfolio Ministry**  
State the name of the Ministry with portfolio responsibility for the Public Body which has/had awarded the contract(s).

**9. Column 9 - Name of the Portfolio Minister**

State the name of the Minister with responsibility for the Portfolio Ministry at the time of the award of contract(s).

**10. Column 10 – Name of the Portfolio Permanent Secretary**

State the name of the Portfolio Permanent Secretary with responsibility for the Public Body which has/had awarded the contract(s).

**11. Column 11 – Procurement Method**

Select one of the following codes from the drop-down list to indicate the Procurement Method which was/were utilized: ('OT' for "Open Tender", 'ST' for "Selective Tender", 'LT' for "Limited Tender", 'SS' for "Sole Source" or 'GG' for "Government to Government").

**12. Column 12 – Number of Tenders and/or Quotes Requested**

State the total number of tenders and/or quotes which was/were requested.

**13. Column 13 – Number of Tenders and/or Quotes Received**

State the total number of tenders and/or quotes which was/were received.

**14. Column 14- Name(s) and Title(s) of the Officer(s) who made the Recommendation for the Contract Award**

State the name(s) and title(s) of the persons who has/had recommended the award of the contract(s).

**15. Column 15 – Procurement Committee Approval?**

Select either "Yes" or "No" from the drop-down list to indicate whether the Public Body's Procurement Committee has/had evaluated the procurement and approved the award of the contract(s).

**16. Column 16 – Government Contracts Committee (GCC) Approval?**

Select either "Yes" or "No" from the drop-down list to indicate whether the Government Contracts Committee has/had evaluated the procurement and approved the award of the contract(s).

**17. Column 17 – National Contracts Commission (NCC) Approval?**

Select either "Yes" or "No" from the drop-down list to indicate whether the NCC has/had approved the award of the contract(s).

**18. Column 18 - Cabinet Approval**

Select either "Yes" or "No" from the drop-down list to indicate whether the Cabinet has/had approved the award of the contract(s).

**19. Column 19 – Name(s) and Title(s) of Person(s) Approving Contract**

State the names of all persons who has/had approved the award of the contract(s).

**20. Column 20 – Name(s) of the Contractor's Agent**

State the name(s) of the Contractor's Agent for the contract(s) if any.

**21. Column 21 – Role and Function of the Contractor’s Agent.**

State the role and function of the Contractor’s Agent in regard to the contract(s) if any.

~~**22. Column 22 – Name(s) of the Consultant(s) and/or Project manager(s) for the Contract**~~

~~State the name(s) of the Consultant(s) and/or Project Manager(s) for the contract(s) if any.~~

**23. Column 23 – Was there any Variation to the Contract?**

Select either “Yes” or “No” from the drop-down list to indicate whether there was/were any variation(s) to the contract(s).

**24. Column 24 – Name(s) and Title(s) of the Person(s) who Approved the Variation**

State the name(s) and title(s) of the person(s) who has/had approved the variation(s).

**25. Column 25 – Variation Amount**

State the total variation amount to the nearest dollar, in Jamaican currency. (e.g. 3200000). The programme will automatically add the “\$” sign.

**26. Column 26 – Total Payments Made**

State the total payments which have/had been made to the nearest dollar, in Jamaican currency. (e.g. 3200000). The programme will automatically add the “\$” sign.







ANY REPLY OR SUBSEQUENT REFERENCE TO THIS COMMUNICATION MAY BE ADDRESSED TO THE PERMANENT SECRETARY AND THE FOLLOWING REFERENCE NUMBER QUOTED.

No.

PHONE: 754-1900-1, 754-2584/6-9, 754-2590-3  
FAX: 754-2595  
WEBSITE: [www.mtw.gov.jm](http://www.mtw.gov.jm)  
Email: [mtw@mtw.gov.jm](mailto:mtw@mtw.gov.jm)

**MINISTRY OF TRANSPORT & WORKS**

138 MAXFIELD AVENUE  
KINGSTON 10  
JAMAICA

February 24, 2009

Contractor General  
Office of the Contractor-General  
16 Oxford Road  
Kingston 5

Attention Ms. Latoya Harris

**Re: Notice of Formal Requisition for Information and Documentation to be Supplied under the Contractor General Act – Conduct of Investigation – Concerning Allegations of Corruption and Irregularity Involving Government of Jamaica Contracts to Mabey and Johnson Limited**

Reference is made to your letters dated January 15, 2009 and January 27, 2009 respectively.

In keeping with your instructions please see the Ministry's chronological sequence of response to Requisitions/Questions presented below.

**REQUISITION/QUESTION 1**

Please see completed Spreadsheet at **Appendix 1** providing particulars of four contracts awarded to Mabey and Johnson Ltd.

It should be noted that by way of **Decision No. 42/96 dated December 9, 1996** approval was granted for the then Ministry of Local Government and Works to award a contract to Mabey and Johnson Limited in the sum of J\$39,584,800.00 to supply 8 bridges, 6 pedestrian Bailey bridges and tools (**Contract No. 1**, as per **Appendix 1**). However, the Ministry has not yet located in the Files a signed/unsigned contract document for this award of contract.

With respect to the Contracts signed on December 16, 1999 and August 23, 2002 variation orders and project instructions were issued (**Contracts No. 2 & No. 3**, as per **Appendix 1**). However, these only resulted in changes to the scope of works and did not affect the contract sums. See **Appendix 2** presenting the Variation Orders, the Project Instructions, the Final Statement and Agreement of Account and Summary of Expenditures.

Particular note however, is made to the contract signed on August 23, 2002 in the sum of £20,300,000.00 for the Supply of Steel Bridges and Associated Equipment and Services. This contract sum was increased by £2.5M which is reflected in the Loan Contract between HSBC Bank plc and the Government of Jamaica (GoJ) through the Ministry of Finance and Planning of £22,800,000.00 on May 14, 2003, (see **Appendix 3**). This increase was as a result of the HSBC Bank agreeing, conveyed by letter dated November 18, 2002 (see **Appendix 4**), to increase the loan in the sum of £2.5M for civil works for the Yallahs Bridge. This led to an award of contract to Pihl/Mabey Consortium in August 2007.

It should be noted that the contract sums were converted as follows:

- Contract signed December 16, 1999 in the sum of £14,900,000.00 converted at J\$63.8232: £1<sup>1</sup>
- Contract signed August 23, 2002 in the sum of £20,300,000.00 converted at J\$73.1217: £1<sup>2</sup>

<sup>1</sup> Source: Bank of Jamaica, Library

<sup>2</sup> *ibid*

OFFICE OF THE CONTRACTOR GENERAL  
 1ST FLOOR, PIJAJ BUILDING  
 16 OXFORD ROAD  
 P.O. Box 540  
 KINGSTON 5, JAMAICA, W.I. - 20-

**REQUISITION/QUESTION 2  
EXECUTIVE SUMMARY  
GOJ BRIDGE BUILDING PROGRAMME**

**(i) Genesis of the Programme**

The Jamaica/Canada Bridge Development Programme with financial assistance from the Canadian International Development Agency (CIDA) was initiated in 1964 to address the need for bridge rehabilitation and replacement. This programme came to an end in January 1994 and it became imperative that another bridge programme be in place to ensure the continuity of bridge development in Jamaica through construction of new bridges and the rehabilitation of existing ones. About this time the GoJ was approached with proposals resulting in the following two programmes:

1. the Jamaica Development Bridge Programme also referred to as the R.A. Murray Bridge Programme; and
2. the Mabey and Johnson Priority Bridge Programme

The Mabey and Johnson Bridge Programme was seen as ideal to undertake the relevant civil improvement works funded by different sources. The Mabey and Johnson Programme as evidenced by the documentation found in the Files had four segments identified as:-

Segment	Cabinet's Approval	Status of Programme
1. 1996 - Purchase of Bailey Bridges and Tools	Decision No. 42/96 dated December 9, 1996	completed
2. 1999 - Priority Flyover Programme – Phase 1	Decision No. 36/99 dated November 22, 1999	completed
3. Priority Rural Bridge Programme – Phase 2	Decision No. 30/02 dated September 2002	Not yet completed
4. Priority Rural Bridge Programme – Phase 3	Decision No. 21/06	Not Awarded - Did not commence

OFFICE OF THE CONTRACTOR GENERAL  
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 16 OXFORD ROAD  
 P.O. Box 540  
 KINGSTON 5, JAMAICA, W.I.

**(ii) The Scope and/or Description of the Programme**

In 1996 Mabey & Johnson Ltd was required to supply (see **Appendix 5**):-

- 8 complete Double/Single Reinforced Bridges each of 100 feet span with steel deck;
- 6 complete Pedestrian Bailey Bridges of 60 feet span (steel deck); and
- Tools detailing 4 No. 50 ton hydraulic Toe Jacks, 4 No. 30 ton hydraulic Toe Jacks, 4 no. Allen Key Deck Tools, 12 No. Heavy Duty Rollers, 4 No. Heavy Duty Ratchet Jacks, and 2 sets Heavy Duty Sockets.

Under the Priority Flyover Programme – Phase 1, 1999, Kier International/Mabey & Johnson was required to (see **Appendices 6 & 7**):-

- Supply and construct 3 Flyovers at Sandy Gully Bridge, March Pen Road/Spanish Town By-Pass and the third location to be identified by the Ministry of Transport and Works; and
- Supply 20 Bailey Bridges.

Under the Priority Rural Bridge Programme – Phase 2, 2002, Mabey & Johnson Ltd was required to design, fabricate, supply and construct forty-four bridges and associated equipment and services (see **Appendices 8 & 9**) detailed below: -

- The supply of 14 Compact 200 steel bridges of 30.48m span
- The supply of 15 Compact 200 steel bridges of 39.62m span
- The supply of 15 Compact 200 steel bridges of 51.81m span
- Supply of 6 launch sets
- Supply of associated equipment

This contract was based on the erection and associated civil works being undertaken through local contractors.

Under the Priority Rural Bridge Programme – Phase 3, discussions were held with Mabey & Johnson Ltd to continue under Phase 3 of the Programme, which would facilitate the completion of Phase 2, provide funding for river training works and the completion of additional bridges. This culminated into a Cabinet Submission, but the financing of the proposed contract was never finalized with the Finance Ministry. (see **Appendix 10**)

**(iii & iv) Programme's Projected Implementation Cost and Source of Funding**

- The 1996 Contract for the supply of 8 Bailey bridges, 6 pedestrian footbridges and Associated Tools cost J\$39,584,800.00 funding was by the GoJ.
- The Priority Flyover Programme – Phase 1, 1999 funding was secured in the amount of £14.9 Million through the United Kingdom Loan Facility with Citibank NA, London (see **Appendix 7**)
- The Priority Rural Bridge Programme - Phase 2 funding was secured in the amount of £22.8 Million with financing plan through United Kingdom Export Credit Guarantee Department between HSBC and the Ministry of Finance and Planning (see **Appendices 3, 9 & 11**).
- The Priority Rural Bridge Programme - Phase 3 was proposed to cost £45 Million and the proposed source of funding was HSBC Bank which was never activated. (see **Appendix 10**)

**(v) All Parties to the Programme (s) and their respective roles are presented in the table below (based on documentary evidence seen in the Files):-**

PROGRAMME-PHASE	ENTITY	NAME	ROLE/JOB TITLE	
1996 Supply of Bailey Bridges and Associated Tools	Ministry of Local Government and Works	Roger Clarke	Minister	
		Alwin Hales	Permanent Secretary	
		Richard McHargh	Senior Project Engineer	
		Gladstone Senior	Rep. Directorate of Construction	
Priority Flyover Programme - Phase 1	Kier International Ltd	David James Myers	Area Manager, Caribbean/Power of Attorney/Contractor's Representative	
		Tim Corrigan	Contracts Manager	
		Brad Boertje	Commercial Manager	
		Granville Peter Thompson	Project Manager	
		Mabey and Johnson Ltd	Jonathan L Danos	Director of Sales/Power of Attorney
	National Works Agency	Barry Joyce	Authorized Representative	
		Ivan Anderson	Chief Executive Officer/Employer's Representative with delegation Authority	
		O'Rielly Henry	Senior Project Manager/Manager Major Projects	
		Allen Cochran	Director of Procurement	
		Roger Smith	Technical Services Manager	
		Ministry of Transport and Works	Patrick Rose	Chief Highway Engineer/Director of Construction (Acting)
		Vernal Savage	Senior Director of Transport Monitoring Division	
		Gladstone Senior	Chief Project Engineer	
		Howard Black	Senior Design Engineer	
		Sagynych Perdebaeva Haughton	Senior Executive Engineer	
Janine Dawkins	Chief Traffic Engineer			
Michael Saunderson	Signal Specialist			
		Whilston Taylor	National Projects Coordinator/Project Representative for the Ministry	
		Lorne Whittaker	Planning Engineer	
		Joseph Hibbert	Chief Technical Director	
		Alwin Hales	Permanent Secretary	
		Peter Phillips	Minister of Transport and Works	
		Dennis Chong	Director of Policy Planning and Evaluation	
		Simone Maddix	Legal Officer	
		C. Patricia Moulton Cumberbatch	Senior Legal Officer	
		Ministry of Environment and Housing	Sonia M. Jackson	Permanent Secretary
		Ministry of Finance and Planning	Devon Rowe	For Financial Secretary
		Technical Enterprises Limited	R.F. Evans	Consultants for the Design of Constant Spring Washington Boulevard Flyovers etc
		Halcrow Group Ltd	Mandish Singh	Consultants for the Design of Constant Spring Washington Boulevard Flyovers etc
Deryck A. Gibson Agencies Ltd	Deryck Gibson	President		
Priority Rural Bridge Programme - Phase 2	Mabey and Johnson Ltd	Jonathan L Danos	Authorized Signatory	
		Barry Joyce	Project Manager/ Authorized Signatory	
		David Blair	Halcrow Design Engineer	
	National Works Agency	Ivan Anderson	Chief Executive Officer	
		O'Rielly Henry	Major Project Manager	
		Roger Smith	Technical Services Manager	
		Earl Patterson	Senior Director of Project Implementation	
	Allen Cochran	Director of Procurement		
Ministry of Transport and	Dennis Chong	Senior Director Policy Planning and		

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PROGRAMME- PHASE	ENTITY	NAME	ROLE/JOB TITLE
	Works		Evaluation
		Elsa-May Binns	Senior Director Policy Planning and Evaluation
		Alwin Hales	Permanent Secretary
		Altius Williams	Principal Finance Officer
		Dorothea Clarke	Director Transport and Road Planning
	Deryck A. Gibson Ltd	Deryck Gibson	Mabey & Johnson Representative in Jamaica (Appendix 15)
		Trudy Vaz	Personal Assistant
	Ministry of Finance and Planning	Pamella McLaren	For Financial Secretary
		Janet Wallace	For Financial Secretary
	HSBC	Carl Richardson	Project and Export Finance
	Attorney General's Chambers	Nicole Lambert	Director of Commercial Affairs Division

(vi) Programme Schedule is as presented below:-

- 1996 Supply of Bailey Bridges and Associated Tools – had a delivery time of 90 days to commence and 120 days to complete (see Appendix 12).
- Priority Flyover Programme - Phase 1 – the programme schedule was 1 Year from date of Commencement (see Appendix 7).
- Priority Rural Bridge Programme - Phase 2 – the programme schedule was 2 Years from date of Commencement (see Appendices 9 & 13).
- Priority Rural Bridge Programme - Phase 3 – has not commenced.

REQUISITION/QUESTION 3

Since 1996 by way of Cabinet's Approvals the Ministry has awarded three contracts and the associated variations to Mabey and Johnson as set out below: -

Name of Contracts	Date of Contracts	Contract Sum	Variation Description and Sum	Cabinet Decisions (No./Date)	Financing Agreement	Status
1996 Supply of Bailey Bridges and Associated Tools	Not seen	\$39,584,800.00	N/a	42/96 dated December 9, 1996	GOJ	Completed in 1997
Joint Venture Kier/Mabey – Priority Flyover Programme in Kingston - Phase 1	December 16, 1999	£14.9 M	A series of variation orders were issued but which did not affect the contract price	36/99 dated November 22, 1999	June 7, 2000 Citibank International Plc/GOJ	Completed in 2001
Priority Rural Bridge Programme – Phase 2	August 23, 2002. Effective date September 10, 2003	£20.3 M	£2.5M	30/02 dated September 9, 2002 12/03 dated March 31, 2003	May 14, 2003 – HSBC/GOJ	Not complete See Status of Bridges constructed as at January 2008 and summary of Expenditure/Balance Appendix 14
Pihl/Mabey Consortium - Yallahs River Bridge Construction	August 27, 2007	\$402,709,440.00	\$56,290,560.00	13/07 dated April 10, 2007 44/08 dated December 22, 2008	May 14, 2003 – HSBC/GOJ	Work completed in October 2008

REQUISITION/QUESTION 4  
EXECUTIVE SUMMARY  
PROCUREMENT PROCEDURE

(i) Since 1996 the GOJ has procured the following from Mabey and Johnson Ltd:-

- Contract for the procurement of Standard Bailey Bridges and Associated Tools - 1996
- Contract for the procurement of Flyovers and Bailey bridges under the Priority Flyover Programme – Phase 1 – 1999
- Contract for the procurement of Bailey bridges under the Priority Rural Bridge Programme – Phase 2 – 2002

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**Contract for the procurement of Standard Bailey Bridges and Associated Tools – 1996 (see Appendix 5)**

For the procurement of Standard Bailey Bridges and Associated Tools the then Ministry of Local Government and Works utilized limited tender and invited by way of letters dated June 17 and 19, 1996, the three recognized Bailey bridge suppliers to submit tenders by July 19, 1996. The Tenders were opened by the Government Contracts Committee on July 19, 1996. The Permanent Secretary submitted a letter dated August 20, 1996 to the Government Contracts Committee supporting the recommendation of the Chief Engineer (Buildings and Civil Engineering Works) to award the contract. The Government Contracts Committee by way of letter dated September 20, 1996 supported the Permanent Secretary's recommendation to award the contract to Mabey and Johnson Ltd and instructed that the Cabinet's approval should be obtained. The Ministry of Finance and Planning provided their no objection by way of letter dated November 14, 1996.

By way of Submission No. MLG&W 23/96 dated November 5, 1996 entitled "Maintenance of Bridges, Walls and Culverts, Government of Jamaica - Purchase of Bailey Bridges and Tools" approval was sought from the Cabinet to award contract to Mabey and Johnson in the amount of J\$39,584,800.00.

Cabinet gave approval for the award of the contract to by way of **Decision No. 42/96** dated December 9, 1996.

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**Priority Flyover Programme – Phase 1 – 1999**

The process for the procurement of the Priority Flyover Programme – Phase 1 contract signed in 1999 is set out below:

- The joint venture, Kier International / Mabey and Johnson Ltd presented an unsolicited proposal to the Ministry of Transport and Works in December 1998 (see **Appendix 15**). The Chief Technical Director of the Ministry of Transport and Works by way of letter dated January 29, 1999 acknowledged the presentation and expressed the Ministry's interest in the construction of Flyovers island-wide on a phased basis (see **Appendix 16**). The proposal was for the construction of flyovers in order to relieve traffic congestion in Kingston. This is seen at **Appendix 17** and supporting letters dated February 18, 1999 and October 15, 1999 respectively at **Appendix 18**.
- The Ministry of Transport and Works by way of Cabinet Submission No. MTW 56/99 dated November 11, 1999 entitled "Supply of Flyovers and Bailey Bridges U.K. Export Credit Programme" sought the Cabinet's approval to award a contract. The comments of the Ministry of Finance and Planning were sought and obtained by way of letters dated May 19, 1999 and November 22, 1999 (see **Appendices 6 & 19**).
- By way of **Decision No. 36/99** dated November 22, 1999, Cabinet gave approval for the Ministry to enter into a Commercial Contract with Kier International and Mabey and Johnson Ltd and instructed that the Ministers of Finance and Planning and Transport and Works have discussions on the financial aspects of the matter and submit a Note to Cabinet.

**Priority Rural Bridge Programme – Phase 2 – 2002**

The process for the procurement of the Priority Rural Bridge Programme – Phase 2 contract signed in 2002 is set out below:

- By way of letter dated December 13, 2001 an unsolicited proposal by Mr. Deryck A. Gibson, Chairman/Chief Executive Officer of Deryck A. Gibson Ltd was submitted to the National Works Agency, portfolio agency of the Ministry of Transport and Works for Mabey and Johnson Ltd to supply Compact 200 Bridges for Jamaica (see **Appendix 20**).
- The Ministry of Transport and Works by way of Cabinet Submission No. MTW 43/02 dated August 2, 2002 entitled "Supply of Steel Bridges and Associated Equipment and Services for the Jamaica Priority Rural Bridge Programme under the UK Export Credits Guarantee Department Supported Supplier Credit Financing Facility" sought the Cabinet's approval to award contract (see **Appendix 8**).
- The Cabinet's approval was obtained by way of **Decision No. 30/02** dated September 9, 2002.

- Certificate of Legal Validity for the Loan Contract between and HSBC Bank Plc regarding the financing of the Contract signed on August 23, 2002 was provided by the Attorney General's Chambers by way of letter dated June 13, 2003 (see **Appendix 21**).

○ **Yallahs River Bridge Construction**

The Yallahs River Bridge Construction Contract was financed under Phase 2 of the Priority Rural Bridge Programme and signed with the Consortium Pihl/Mabey in August 2007 (see **Appendix 22**). The procurement process to facilitate this award of contract is set out below:

- After consultation with the Ministry of Finance and Planning, the Ministry of Transport and Works by way of Submission No. MTW 11/03 dated February 12, 2003 sought the Cabinet's approval to extend the Commercial Contract with Mabey & Johnson Limited through the United Kingdom Export Credit Programme in the amount of £2.5M to cover the civil works for the erection of the Yallahs Bridge. See **Appendix 32**.
- The Cabinet's approval was granted by way of **Decision No. 12/03 dated March 31, 2003**.
- In 2007 the procurement for the civil works contract for the construction of the Yallahs Bridge commenced and the matter was considered by the Sector Committee of the National Contracts Commission (NCC) on April 3, 2007 (see **Appendix 23**). The NCC's endorsement was received by way of letter dated April 5, 2007 (see **Appendix 24**).

The Ministry of Transport and Works by way of Cabinet Submission No. MTW 25/07 dated April 10, 2007 entitled "Award of Contract Construction of Yallahs River Bridge, St. Thomas" sought the Cabinet's approval on the matter (see **Appendix 25**).

The Cabinet's approval was obtained by way of **Decision No. 13/07** dated April 10, 2007 to award the contract to the Consortium Pihl/Mabey in the sum of J\$402,709,440.00.

- 4 (iv) Detailed in the table below are the officers and their respective entities who negotiated the contracts with Mabey and Johnson:-

Name	Title	Entity
To date no documentary evidence of a formal negotiation process and/or negotiating team has been found in the Files with regard to:-		
<ul style="list-style-type: none"> <li>• Priority Flyover Programme – Phase 1 – 1999</li> <li>• Priority Rural Bridge Programme – Phase 2 – 2002</li> </ul>		
However there is correspondence indicating that there were officers who may have had knowledge of and/or participated in the negotiations (see <b>Appendix 26</b> )		

- 4 (v) Detailed in the table below are the officers and their respective entities with responsibility for procurement under the GOJ Bridge Building Programme:-

Name	Title	Entity
To date no documentary evidence of the appointment of officers specifically charged with responsibility for procurement under the GOJ Bridge Building Programme has been found in the Files.		

- 4 (vi) Detailed in the table below are the representatives/agent (s) of Mabey and Johnson who negotiated the GOJ contracts awarded to Mabey and Johnson Ltd under the GOJ Bridge Building Programme:-

Name	Title	Entity
See <b>Appendix 1 Columns 20 &amp; 21</b>		

- 4 (vii) The terms and conditions of each GoJ agreements and/or contracts, which were awarded to Mabey and Johnson Ltd, are seen at **Appendices 3, 7, 9 & 11**.

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4 (viii) All documentations located in the Files relating to the GoJ agreement(s) and/or contract (s) which was /were awarded to Mabey and Johnson are provided in the foregoing information.

**REQUISITION/QUESTION 5  
EXECUTIVE SUMMARY**

A listing of all the name (s) and title (s) of the GOJ Official (s) from the then Ministry of Construction and Works and and/or Officer (s) of any Public Body (ies) with responsibility for procurement under the GOJ Bridge Building Programme and who was/were in the procurement process which led to the selection and award of contract (s) to Mabey and Johnson Ltd; including individual (s) who was/were members of the Procurement Committee, the Government Contracts Committee and/or Evaluation Committee which approved the contract (s) to Mabey and Johnson Ltd are set out in the table below (see **Appendix 27**):-

Programme Phase	Entity	Name	Title	Member of		
				Procurement Committee	Government Contracts Committee	Evaluation Committee
1996 Supply of Bailey Bridges and Associated Tools	Ministry of Local Government and Works	Roger Clarke	Minister	-	Alvan. Rhoden Gladston Senior Bernard Drecketts Richard Brown Roger Smith Patience Sonron	-
		Alwin Hales	Permanent Secretary			
		Richard McHargh	Senior Project Engineer			
		Gladstone Senior	Rep. Directorate of Construction			
		J. Conrad Corniffe	Director of Administration			
	Ministry of Finance and Planning	Devon Rowe	For Financial Secretary		Kathryn Thompson	
	Attorney General Chambers				Eugene Harris	
Phase 1	Ministry of Transport and Works	Peter Phillips	Minister	No documentation on this matter is seen in the Files		
		Alwin Hales	Permanent Secretary			
		Joseph Hibbert	Chief Technical Director			
Phase 2	Ministry of Transport and Works	Robert Pickersgill	Minister			
		Alwin Hales	Permanent Secretary			
	National Works Agency	Ivan Anderson	Chief Executive Officer			

**REQUISITION/QUESTION 6  
EXECUTIVE SUMMARY**

Based on the information obtained from the Files the following is noted as to who and/or what entity, if any, initiated contact with Mabey and Johnson Ltd:

- Under the contract for the procurement of Standard Bailey Bridges and Associated Tools approved in 1996 the then Ministry of Local Government and Works invited by way of a letter dated June 17 and/or 19, 1996 Mabey and Johnson Ltd among the three recognised Bailey bridge suppliers to submit a tender by July 19, 1996 for procurement of Bailey Bridges and Associated Tools. It should be noted that this is evidenced by Cabinet Submission MLG&W 23/96 entitled "Maintenance of Bridges, Walls and culverts Government of Jamaica, Purchase of Bailey Bridges and Tools" at **Appendix 5**. It was reported in the Submission that the procurement of standard Bailey bridges were required to replace the collapsed bridges and those deemed untraffic worthy.
- The Ministry received unsolicited proposals for both Phase 1 and Phase 2.

**REQUISITION/QUESTION 7**

- i. Yes. R.A. Murray International Limited, Canada.
- ii. The earliest correspondence between the Ministry and R.A Murray is dated at April 23, 1998.
- iii. The result culminated in the signing of a contract to R.A. Murray International Limited under a five (5) year agreement to provide the design, fabrication and delivery of forty bridges at cost of Canadian \$25M.. See **Appendix 38**.

**REQUISITION/QUESTION 8**

The construction of bridges under the Ministry's Capital A Budget is by way of competitive bidding. The externally-funded R.A. Murray and Mabey Johnson Bridge Programmes were procured as a result of unsolicited proposals supported by their respective Export Credit Agencies.

**REQUISITION/QUESTION 9**

Regarding the selection of Mabey and Johnson Ltd for the GoJ Bridge Building programme, the criteria by which Mabey and Johnson Ltd were assessed and/or evaluated were, as seen in the files, as Follows:-

- In 1996, by limited tender the three known Bailey bridge suppliers among which was Mabey and Johnson Ltd were invited to tender. The tenders were evaluated and a submission made to the Government Contracts Committee. (See **Appendix 5**).
- In light of the foregoing and the fact that Mabey and Johnson Ltd had successfully completed the supply of the 8 Bailey bridges under the 1996 contract, they were considered for the award of contract in 1999 and this was further substantiated by the fact that they had a wide experience in the manufacturing and erection of flyovers.
- In 2002, Mabey and Johnson Ltd was assessed based on the foregoing as well as the fact that the type of bridge supplied had been found to be ideal in that:-
  - They can be erected quickly and they perform well in service.
  - The Bridges are manufactured to international load specifications.
  - Mabey and Johnson Ltd is accredited to ISO9001 Quality Systems for Design and Manufacture of Panel bridging (**Appendix 8**)

The primary conditions of agreements and /or contracts to be satisfied by Mabey and Johnson Ltd are seen at **Appendices 7, 9 & 22**.

**REQUISITION/QUESTION 10**

Under Phase 1 of the Mabey and Johnson Bridge Programme of 1999, the GoJ procured the services of the consultants detailed below:-

Name of the Consultant	Method of Procurement	Value of the Contract	Any other particulars pertinent to the contract	Appendix
Technical Enterprises Limited	Sole Source	\$150,000.00		28
Halcrow Group Limited in Association with Technical Enterprises Ltd	Unsolicited proposal through the Joint Venture Kier/Mabey and Johnson	£190,000.00	This was funded under the Loan Agreement from the Contingency Fund	29

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The GoJ did not procure the services of a Project Manager, however, Mr. O'Rielly Henry in his capacity as Senior Project Manager of the Ministry of Transport and Works/ National Works Agency acted in the capacity of the Project Manager for both Phases 1 and 2 of the Mabey and Johnson Bridge Programme.

**REQUISITION/QUESTION 11**

- (i) The members of the Government Contracts Committee which had responsibility for the recommendation of the contract for the supply of 8 Bailey bridges, 6 pedestrian bridges and tools in December 1996 to Mabey and Johnson Ltd are listed below and may be seen at **Appendix 27**:-  
 Mr. Alvan Rhoden – Chairman/ Director of Technical Services, MLG&W (now deceased)

- Mr. Gladstone. Senior – Rep. Directorate of Construction, MLG&W
- Mr. Bernard Drecketts – Rep Directorate of Electrical & Mechanical Services, MLG&W
- Mr. Richard Brown – Chief Quantity Surveyor, MLG&W
- Mr. Roger Smith – Chief Civil Engineering (Acting), MLG&W
- Mr. Eugene Harris – Rep. Attorney General
- Ms. Patience Sonron – Rep Chief Architect, MLG&W
- Ms. Kathryn Thompson – Rep. Min. of Finance and Planning
- Mr. Anthony Gibson – Director of Major Projects and Planning, MLG&W (now deceased)
- Mr. Milton Hodelin – Director of Construction, MLG&W
- Mrs. Elaine Neita – Senior Director of Finance, MLG&W

(ii) There is no evidence on the Files to indicate whether recommendation for the award of contract (s) to Mabey and Johnson Ltd was considered by a Procurement Committee for the period May 2001 to December 2003 prior to Cabinet's approval.

**REQUISITION/QUESTION 12  
EXECUTIVE SUMMARY**

- (i)(a) Mr. Joseph Hibbert was the Chief Technical Director (CTD) in the then Ministry of Local Government and Works and later Ministry of Transport and Works at the time of the award of the identified contracts to Mabey and Johnson Ltd.
- (i)(b) Mr. Hibbert was assigned duties in his capacity as CTD on December 11, 1989 and was confirmed in the position on May 1, 1991. He demitted office on May 22, 2000 on 105 days vacation leave and retired at the expiration of the vacation leave on October 20, 2000 on the grounds of abolition of post (see **Appendix 30**).
- (i)(c) During the period of his employment as CTD, his associated responsibilities and duties are as detailed at **Appendix 31**. The CTD's authorization level with respect to the award of contracts was limited to contract value not exceeding J\$2M and approval of payments in excess of J\$2M (see **Appendix 37**).
- (i)(d) No.
- (i)(e) No.
- (ii) Not Applicable
- (iii) By virtue of his position as CTD Mr. Hibbert was involved in the award of the first two contracts as outlined in **Appendix 1** (also see **Appendices 18, 19, 16 & 26**). He had no involvement in the award of Phase 2.

**REQUISITION/QUESTION 13  
EXECUTIVE SUMMARY**

- (i) Not to our knowledge.
- (ii) Yes see **Appendices 33 & 34**.
- (ii)(a) The Ministry cannot speak definitively on the matter, however, please see **Appendices 35-36** from Mr. Gibson to the Ministry regarding Phase 1 and 2 of the bridge building programme.
- (ii)(b) Not aware.
- (ii)(c) Not aware.
- (iii) Please see (ii)(a) above.
- (iv) Mr. Gibson has facilitated the award of the contracts as detailed below:

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16 Oxford Road  
P.O. Box 1000  
Kingston 5, Jamaica, W.I.

Attention: Ms. Latoya Harris, Office of the Contractor General

Date: February 27, 2009

CONTRACTS AWARDED	CAPACITY/ROLE	APPENDIX
⇒ December 1999 for the Priority Flyover Programme – Phase 1	President	35
⇒ August 2002 for the Priority Rural Bridge Programme – Phase 2	Chairman/Chief Executive Officer	36

**REQUISITION/QUESTION 14**

All information ascertained from our Files regarding the award of contracts to Mabey and Johnson Ltd under the GoJ Bridge Building Programme is incorporated in our foregoing responses to the Fourteen (14) Requisitions/Questions posed.

Yours truly,

.....  
Alwin L. Hales, Ph.D.  
Permanent Secretary

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18 Ontario Road  
P.O. Box 540  
Kingston, Ontario, Canada K7L 1A1



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Any reply or subsequent reference to this communication should be addressed to the Contractor-General and the following reference quoted:-

No. :

TELEPHONE No.:876-929-8560/6466

FAX No. : 876-929-7335

E-mail: Lharris@ocg.gov.jm

OFFICE OF THE CONTRACTOR-GENERAL

PIOJ Building

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KINGSTON 5

JAMAICA, W.I.

June 30, 2009

Dr. Alwin Hales  
Permanent Secretary  
Ministry of Transport and Works  
138h Maxfield Avenue  
Kingston 10

CONFIDENTIAL

Dear Permanent Secretary Hales:

**Re: Notice of Formal Requisition for Information and Documentation to be Supplied under the Contractor General Act – Conduct of Investigation – Concerning Allegations of Corruption and Irregularity Involving Government of Jamaica Contracts to Mabey and Johnson Limited**

We write further to our initial Requisition of January 15, 2009 to you in the captioned regard and the information and documentation which were provided by you in response thereto. The same was provided in and under cover of your letter which was dated February 27, 2009.

In the discharge of the mandates of the Contractor General under the Contractor General Act and in furtherance of the expressed powers which are reserved to him by the Act, the OCG, acting on behalf of the Contractor General, now hereby formally requires you to fully comply with the further and additional below-mentioned requisitions by providing all of the information and documentation which is demanded of you and to supply same in a sealed envelope, marked 'Confidential' and addressed to the Contractor General. **The envelope must be deposited at the reception desk of the Offices of the Contractor General, PIOJ Building, 16 Oxford Road, Kingston 5, no later than 3:00 PM in the afternoon on Thursday, July 16, 2009.**

In responding to the below-mentioned requisitions or questions, you are respectfully asked to be guided by the following:

- (a) You must provide written responses to all of the requisitions or questions.
- (a) Your responses must be declared and certified by you before a Justice of the Peace to be complete, accurate and truthful. Your declaration must be in the form which is enclosed herewith.





- (b) All written responses which are provided by you must be provided in a single document and must be numbered in the same chronological sequence as the questions or requisitions to which they relate. For example, your response to Requisition/Question #1 must be numbered '1', your answer to Requisition/Question #2 must be numbered '2', and so forth.
- (c) Any document which is supplied by you in support of a response must be properly labelled, numbered and marked to identify what it is and the requisition or question to which it relates.
- (d) An electronic copy of your written response must accompany the certified hardcopy. The electronic copy must be provided in a Microsoft word format on a single compact disk.
- (e) Should you mislead, resist, obstruct or hinder a Contractor General in the execution of his functions or fail to provide a complete, accurate and truthful response to any of the requisitions or questions which are set out below, you will become liable, *inter alia*, to criminal prosecution under Section 29 of the Contractor General Act.

**FURTHER AND ADDITIONAL REQUISITIONS/QUESTIONS**

- 1. Did and/or does the Ministry allow for contracted companies to pay for the (a) airfare, (b) living expenses and/or (c) out of pocket expenses of Public Officers and/or Officials?
  - i. If yes, please provide an Executive Summary detailing the following:
    - (a) The circumstances in which such payments were/are allowed by the Ministry;
    - (b) The usual manner by which such payments were/are made;
    - (c) State whether the Public Officials and/or Officers are allowed to receive such payments directly from a contractor and/or potential contractor;
    - (d) State whether the Public Officials and/or Officers are required to make a declaration of any such payments to the Ministry.
  - ii. If no, has the Ministry ever allowed for such practices to occur?

Please provide documentary evidence, where possible, to substantiate your assertions/responses.

- 2. Are you aware of any circumstances in which Mabey & Johnson Ltd. paid for the (a) airfare, (b) living expense and/or (c) out of pocket expense for Mr. Joseph Hibbert during period January 1990- May 2009? If yes, please detail the following information:
  - i. The capacity(ies) in which Mr. Hibbert acted in each instance;



- ii. The rationale and purpose for Mr. Hibbert's travel;
  - iii. The amount(s) which was/were paid to Mr. Hibbert in each instance;
  - iv. The manner in which payment(s) was/were made to Mr. Hibbert in each instance;
  - v. The date(s) on which Mr. Hibbert travelled;
  - vi. The particulars of the same;
  - vii. The name(s) and title(s) of any other representative(s) of the Ministry with whom Mr. Hibbert travelled in each instance;
  - viii. State whether Mr. Hibbert made any declaration to the Ministry about receiving any such payments from Mabey & Johnson Ltd.
3. Were and/or are the following persons employees of the Ministry:
- A. Dothan Thomas
  - B. Lloyd Dickens
- i. If yes, please provide the following information:
    - (a) State whether each individual is still employed to the Ministry'
    - (b) Please provide a description of their respective job title(s);
    - (c) The date(s) on which they held their respective post;
    - (d) Please provide an address for each of the individuals.
  - ii. If no, are you familiar with any of the named individuals? Please provide particulars relating to the same.

Please provide documentary evidence, where possible, to substantiate your assertions/responses.

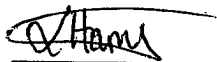
4. Are you aware of any additional information which you believe could prove useful to this Investigation or is there any further statement in regard to the Investigation which you are desirous of placing on record? If yes, please provide full particulars of same.

We would like to thank you in advance for your full and anticipated cooperation in this endeavour.



Should you have any questions, please do not hesitate to contact me.

Yours sincerely,



---

Latoya Harris,  
Special Investigator  
**for and on behalf of the Contractor General**

Enclosure -Form of Declaration



Any reply or subsequent reference to this communication should be addressed to the Contractor-General and the following reference quoted:-

REF. No.:11-03

TELEPHONE No. : 929-8560/6466

FAX No. : 929-2476

E-Mail: [Lharris@ocg.gov.jm](mailto:Lharris@ocg.gov.jm)

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**P.O. Box 540**

**KINGSTON 5**

**JAMAICA, W.I.**

**Form of Declaration**

**The Voluntary Declaration Act: Section 7: Declaration to be in form in Schedule:**

I, John Brown, do solemnly and sincerely declare as follows:

1. That I am [number] years of age and I reside and have my true place of abode at [address] in the parish of
2. That I have answered the questions posed and fulfilled the requisitions made to me in a letter from the Contractor-General dated June 30, 2009, completely, accurately and truthfully.

And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the Voluntary Declarations Act.

TAKEN and ACKNOWLEDGED )  
 by the said JOHN BROWN at [address] )  
                                   in the parish of )  
 on this            day of                    2008 )  
 in the presence of: )

\_\_\_\_\_  
JOHN BROWN

\_\_\_\_\_  
JUSTICE OF THE PEACE  
For the parish of:-



CONFIDENTIAL

ANY REPLY OR SUBSEQUENT REFERENCE SHOULD BE ADDRESSED TO THE PERMANENT SECRETARY AND THE FOLLOWING REFERENCE NUMBER QUOTED:- 10/9/20.1

MINISTRY OF TRANSPORT AND WORKS  
138H Maxfield Avenue  
KINGSTON 10  
JAMAICA

TELEPHONE NOS: (876) 754-2584  
(876) 7541900-1  
FAX: 920-8763  
Web Site: www.mtw.gov.jm  
E-mail: ps@ mtw.gov.jm

CONFIDENTIAL

July 16, 2009

Mr. Greg Christie  
Contractor General  
Office of the Contractor General  
16 Oxford Road  
Kingston 5

OFFICE OF THE CONTRACTOR-GENERAL  
1ST FLOOR, PIOJ BUILDING  
16 OXFORD ROAD  
P.O. BOX 540  
KINGSTON 5, JAMAICA, W.I.

ns/14/6c

3:50 PM  
July 17, 2009

Dear Mr, Christie,

**Re: Notice of Formal Requisition for Information and Documentation to be supplied under the Contractor General Act – Conduct of Investigation – Concerning Allegations of Corruption and Irregularity Involving Government of Jamaica Contracts to Mabey and Johnson Limited**

Reference is made to your letter dated June 30, 2009; please see below the Ministry's response and supporting documents appended.

**Further and Additional Requisitions/Questions**

- 1. Did and/ or does the Ministry allow for contracted companies to pay for (a) airfare, (b) living expenses and/ or (c) out of pocket expenses of Public Officers and/ or Officials?

Yes. This is in keeping with the Ministry of Finance and the Public Service Circular No. 10, dated March 27, 2009, Section 6 states:

*Where the full cost of the trip is being sponsored by an overseas organization, a travel allowance of US \$40 per day for Parliamentarians and US \$35 per day for public officers shall be applied, up to a maximum of one month and thereafter an application of US \$10 per day to a total maximum of US \$ 2000.00*

See Appendix 1.

Date: July 16, 2009  
To: Mr. Greg Christie

- 35 -

Re: Notice of Formal Requisition for Information and Documentation to be supplied under the Contractor General Act – Conduct of Investigation – Concerning Allegations of Corruption and Irregularity Involving Government of Jamaica Contracts to Mabey and Johnson Limited

---

1i. if yes, please provide an Executive Summary.

**1.i Executive Summary**

(a) The circumstances in which such payments were/are allowed by the Ministry?

The circumstances allowed by the Ministry were/are for official travel to meet the objectives of the Ministry or in keeping with contractual requirements.

(b) The usual manner by which such payments were/are made?

Airfare and/or accommodation are paid directly to the airline and/or hotel. Out of pocket expense is provided by the Ministry (see **Appendix 1**).

(c) State whether the Public Official and/or Officers are allowed to receive such payments directly from a contractor and/or potential contractor?

No.

(d) State whether the Public Official and/or Officers are required to make a declaration of any such payments to the Ministry?

Not Applicable.

OFFICE OF THE CONTRACTOR-GENERAL  
1ST FLOOR, PIOJ BUILDING  
16 OXFORD ROAD  
P.O. BOX 540  
KINGSTON 5, JAMAICA, W.I.

**1.ii Executive Summary**

1.ii If no, has the Ministry ever allowed for such practices to occur?

Not applicable.

2. Are you aware of any circumstances in which Mabey & Johnson Ltd. paid for the (a) airfare, (b) living expense and / or (c) out of pocket expense for Mr. Joseph Hibbert during period January – May 2009? If yes, please detail the following information.

No – There is no evidence on file.

3. Were and/ or the following persons employees of the Ministry:

- A. Dothan Thomas
- B. Lloyd Dickens

Yes, Mr. Dothan Thomas was employed to the Ministry. We have not found any records to show that Mr. Lloyd Dickens was an employee of the Ministry.

Date: July 16, 2009

To: Mr. Greg Christie

Re: Notice of Formal Requisition for Information and Documentation to be supplied under the Contractor General Act – Conduct of Investigation – Concerning Allegations of Corruption and Irregularity Involving Government of Jamaica Contracts to Mabey and Johnson Limited

3  
-36- (3)

3.i. If yes, please provide the following information:

(a) State whether each individual is still employed to the Ministry?

Mr. Dothan Thomas is no longer employed to the Ministry as at June 20, 2002.

(b) Please provide a description of their respective job title (s)?

Mr. Dothan Thomas was an Assistant Driller, see **Appendix 2**.

(c) The date (s) on which they held their respective post.

Mr. Dothan Thomas' date (s) of employment is seen at **Appendix 2**.

(d) Please provide an address for each of the individuals.

Mr. Dothan Thomas' address is seen at **Appendix 2**.

3.ii. If no, are you familiar with any of the named individuals? Please provide particulars relating to same.

No, there is no evidence Mr. Lloyd Dickens worked with the Ministry. However, that name appears on Mr. Dothan Thomas' application for employment at the Public Works Department in 1995, with an address of 5 Fodem Close, Bull Bay P.O. See **Appendix 3**.

4. Are you aware of any additional information which you believe could prove useful to this investigation or is there any further statement in regard of the investigation which you are desirous of placing on record? If yes, please provide full particulars of same.

Further to the foregoing answers, please note that in 1994 Mr. Joseph Hibbert received permission to proceed on 17 days Vacation Leave with permission to travel to the United Kingdom. He advised the then Minister that he would seize the opportunity to hold discussions with Messrs Mabey and Johnson Limited. See **Appendix 4**.

Sincerely,



.....  
Alwin L. Hales, Ph.D.  
Permanent Secretary

OFFICE OF THE CONTRACTOR-GENERAL  
1ST FLOOR, PIJ BUILDING  
16 OXFORD ROAD  
P.O. Box 540  
KINGSTON 5, JAMAICA, W.I.



Any reply or subsequent reference to this communication should be addressed to the Contractor-General and the following reference quoted:-

No. :

TELEPHONE No.: 876-929-8560/6466  
FAX No. : 876-929-2476  
E-mail: Lharris@ocg.gov.jm

OFFICE OF THE CONTRACTOR-GENERAL  
PIOJ Building  
16 Oxford Road  
P.O. BOX 540  
KINGSTON 5  
JAMAICA, W.I.

July 23, 2009

Dr. Alwin Hales  
Permanent Secretary  
Ministry of Transport and Works  
138h Maxfield Avenue  
Kingston 10

COPY

Dear Permanent Secretary Hales:

**Re: Notice of Formal Requisition for Information and Documentation to be Supplied under the Contractor General Act – Conduct of Investigation – Concerning Allegations of Corruption and Irregularity Involving Government of Jamaica Contracts to Mabey and Johnson Limited**

We write further to our Requisition of June 30, 2009 to you in the captioned regard and the information and documentation which were provided by you in response thereto. The same was provided in and under cover of your letter which was dated July 16, 2009.

In the discharge of the mandates of the Contractor General under the Contractor General Act and in furtherance of the expressed powers which are reserved to him by the Act, the OCG, acting on behalf of the Contractor General, now hereby formally requires you to fully comply with the further and additional below-mentioned requisitions by providing all of the information and documentation which is demanded of you and to supply same in a sealed envelope, marked 'Confidential' and addressed to the Contractor General. **The envelope must be deposited at the reception desk of the Offices of the Contractor General, PIOJ Building, 16 Oxford Road, Kingston 5, no later than 3:00 PM in the afternoon on Monday, August 10, 2009.**

In responding to the below-mentioned requisitions or questions, you are respectfully asked to be guided by the following:

- (a) You must provide written responses to all of the requisitions or questions.
- (a) Your responses must be declared and certified by you before a Justice of the Peace to be complete, accurate and truthful. Your declaration must be in the form which is enclosed herewith.
- (b) All written responses which are provided by you must be provided in a single document and must





be numbered in the same chronological sequence as the questions or requisitions to which they relate. For example, your response to Requisition/Question #1 must be numbered '1', your answer to Requisition/Question #2 must be numbered '2', and so forth.

- (c) Any document which is supplied by you in support of a response must be properly labelled, numbered and marked to identify what it is and the requisition or question to which it relates.
- (d) An electronic copy of your written response must accompany the certified hardcopy. The electronic copy must be provided in a Microsoft word format on a single compact disk.
- (e) Should you mislead, resist, obstruct or hinder a Contractor General in the execution of his functions or fail to provide a complete, accurate and truthful response to any of the requisitions or questions which are set out below, you will become liable, *inter alia*, to criminal prosecution under Section 29 of the Contractor General Act.

**FURTHER AND ADDITIONAL REQUISITIONS/QUESTIONS**

- 1. In your response to the OCG's Requisition, Question numbered one (1), which was dated July 16, 2009, you stated the following:

*"Yes. This is in keeping with the Ministry of Finance and the Public Service Circular No. 10, dated March 27, 2009, Section 6 states:*

*Where the full cost of the trip is being sponsored by an overseas organization, a travel allowance of US \$40 per day for Parliamentarians and US \$35 per day for public officers shall be applied, up to a maximum of one month and thereafter an application of US \$10 per day to a total maximum of US \$ 2000.00."*

However, the OCG notes that the provision referenced by you, in your response, is applicable as at March 27, 2009. In light of the foregoing, kindly provide answers to the following questions in respect of the period 1990-2005.

- A. Did the Ministry allow for contracted companies to pay for the out of pocket expenses of Public Officers and/or Officials?
  - i. If yes, please provide an Executive Summary detailing the following:
    - (a) The circumstances in which such payments were/are allowed by the Ministry;
    - (b) The usual manner by which such payments were/are made;
    - (c) State whether the Public Officials and/or Officers are allowed to receive such payments directly from a contractor and/or potential contractor;



(d) State whether the Public Officials and/or Officers are required to make a declaration of any such payments to the Ministry.

ii. If no, has the Ministry ever allowed for such practices to occur?

Please provide documentary evidence, where possible, to substantiate your assertions/responses.

2. In your response to the OCG's Requisition, Question numbered two (2), which was dated July 16, 2009, you provided an answer in relation to the period January – May 2009. However, the OCG's question specifically stated January 1990 – May 2009. In light of the foregoing, kindly provide answers to the following questions:

A. Are you aware of any circumstances in which Mabey & Johnson Ltd. paid for the (a) airfare, (b) living expense and/or (c) out of pocket expense for Mr. Joseph Hibbert during period January 1990- May 2009? If yes, please detail the following information:

- i. The capacity(ies) in which Mr. Hibbert acted in each instance;
- ii. The rationale and purpose for Mr. Hibbert's travel;
- iii. The amount(s) which was/were paid to Mr. Hibbert in each instance;
- iv. The manner in which payment(s) was/were made to Mr. Hibbert in each instance;
- v. The date(s) on which Mr. Hibbert travelled;
- vi. The particulars of the same;
- vii. The name(s) and title(s) of any other representative(s) of the Ministry with whom Mr. Hibbert travelled in each instance;
- viii. State whether Mr. Hibbert made any declaration to the Ministry about receiving any such payments from Mabey & Johnson Ltd.

Please provide documentary evidence, where possible, to substantiate your assertions/responses.

3. Please provide an Executive Summary detailing all official overseas trips of which Mr. Joseph Hibbert was a member of the delegation. The summary should provide answers to the following questions and detail the information which is requested:

- i. The date(s) of the trip(s);



- ii. The name(s) of the Official(s) and/or Officer(s) who accompanied Mr. Joseph Hibbert;
- iii. State whether the trip(s) was/were funded by Mabey & Johnson Ltd;
- iv. State whether the Ministry provided a per diem to Mr. Joseph Hibbert, inclusive of the amount(s) allocated;
- v. The particulars of the same
- vi. State whether Mr. Hibbert was authorised by the Government of Jamaica and/or the Ministry to accept a per diem and/or any other payment from the contractor and/or any person acting on behalf of the contractor while on these trips.

Please provide documentary evidence, where possible, to substantiate your assertions/responses.

4. Where a contractor is paying for the (a) airfare, (b) accommodation and/or (c) out of pocket expenses of a Public Official and/or Officer does the Ministry policy allow for the said company to make direct payment(s) to the Public Official and/or Officer? Please provide documentary evidence, where possible, to substantiate your assertions/responses.
5. Please provide an Executive Summary detailing the Ministry's protocol and procedures for the period January 1990 to December 2006, with regard to overseas travel which is being funded by a contractor. The summary should also provide answers to the following questions and detail the information which is requested:
  - i. Does the contractor make direct contact with the Public Officials and/or Officers in the delegation;
  - ii. Are members of the delegation allowed to have Non-Ministry Officials and/or Officers accompany them on such trips? If so, what are the circumstances relating to the same.

Please provide documentary evidence, where possible, to substantiate your assertions/responses.

6. Are you aware of any circumstance in which Mabey & Johnson Limited made a direct payment to Mr. Joseph Hibbert for his (a) airfare, (b) accommodation and/or (c) out of pocket expenses for any official Ministry trip during his tenure at the Ministry?
7. Are you aware of an official Ministry trip to the United Kingdom which Mr. Joseph Hibbert is alleged to have taken in July 1998?
  - i. If yes, please provide the particulars of the same.



-417

- ii. If no, are you aware of any other official Ministry trip to the United Kingdom which involved Mr. Joseph Hibbert in 1998?

Please provide documentary evidence, where possible, to substantiate your assertions/responses.

8. Are you aware of any official Ministry trip to the United Kingdom, which was taken by Mr. Joseph Hibbert where he was accompanied by Mr. Lloyd Dickens and Mr. Dothan Thomas? If yes, please provide answers to the following questions:

- i. The date(s) of the trip(s);
- ii. The rationale and purpose of the trip(s);
- iii. In what capacity did each individual act;
- iv. Was/were any of the trip(s) funded by Mabey & Johnson Ltd;
- v. Did the Ministry provide a per diem to each individual? If yes, please state the amount allocated.

Please provide documentary evidence, where possible, to substantiate your assertions/responses.

9. Were and/or are the following persons employees of the Ministry:

- A. Gladstone Senior;
- B. Lloyd Bailey;
- C. Gladstone Howell;
- D. Janet Coleman.

- i. If yes, please provide the following information:

- (a) State whether each individual is still employed to the Ministry;
- (b) Please provide a description of their respective job title(s);
- (c) The date(s) on which they held their respective post(s);
- (d) Please provide an address for each of the individuals;
- (e) State whether these individuals, at any point, accompanied Mr. Joseph Hibbert on any official Ministry trip to the United Kingdom. Please provide particulars relating to the same.



- ii. If no, are you familiar with any of the named individuals? Please provide particulars relating to the same.

Please provide documentary evidence, where possible, to substantiate your assertions/responses.

10. Are you aware of any additional information which you believe could prove useful to this Investigation or is there any further statement in regard to the Investigation which you are desirous of placing on record? If yes, please provide full particulars of same.

We would like to thank you in advance for your full and anticipated cooperation in this endeavour.

Should you have any questions, please do not hesitate to contact me.

Yours sincerely,

A handwritten signature in black ink, appearing to read "Latoya Harris", written over a horizontal line.

Latoya Harris,  
Senior Special Investigator  
for and on behalf of the Contractor General

Enclosure -Form of Declaration



Any reply or subsequent reference to this communication should be addressed to the Contractor-General and the following reference quoted:-

REF. No.:11-03

TELEPHONE No. : 929-8560/6466

FAX No. : 929-2476

E-Mail: [Lharris@ocg.gov.jm](mailto:Lharris@ocg.gov.jm)

**OFFICE OF THE CONTRACTOR-GENERAL**

**PIOJ Building**

**16 Oxford Road**

**P.O. Box 540**

**KINGSTON 5**

**JAMAICA, W.I.**

**Form of Declaration**

**The Voluntary Declaration Act: Section 7: Declaration to be in form in Schedule:**

I, John Brown, do solemnly and sincerely declare as follows:

1. That I am [number] years of age and I reside and have my true place of abode at [address] in the parish of
2. That I have answered the questions posed and fulfilled the requisitions made to me in a letter from the Contractor-General dated July 23, 2009, completely, accurately and truthfully.

And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the Voluntary Declarations Act.

TAKEN and ACKNOWLEDGED )  
 by the said JOHN BROWN at [address] )  
                                   in the parish of )  
 on this            day of                                    2008 )  
 in the presence of: )

\_\_\_\_\_  
JOHN BROWN

\_\_\_\_\_  
JUSTICE OF THE PEACE  
For the parish of:-



**MINISTRY OF TRANSPORT AND WORKS**  
138H Maxfield Avenue  
KINGSTON 10  
JAMAICA

ANY REPLY OR SUBSEQUENT REFERENCE SHOULD BE ADDRESSED TO THE **PERMANENT SECRETARY** AND THE FOLLOWING REFERENCE NUMBER QUOTED:- 10/9/20.1

TELEPHONE NOS: (876) 754-2584  
(876) 7541900-1  
FAX: 920-8763  
Web Site: www.mtw.gov.jm  
E-mail: ps@mtw.gov.jm

**OFFICE OF THE CONTRACTOR-GENERAL**  
1ST FLOOR, PIOJ BUILDING  
16 OXFORD ROAD  
P.O. BOX 540  
KINGSTON 5, JAMAICA, W.I.

July 31, 2009

Mr. Greg Christie  
Contractor General  
PIOJ Building  
16 Oxford Road  
P.O. Box 540  
Kingston 5

**CONFIDENTIAL**

*Handwritten notes:*  
CA / MB / CE  
[Signature]  
P.O. Box 540  
Aug. 19 2009

Dear Mr. Christie:

**Re: Notice of Formal Requisition for Information and Documentation to be supplied under the Contractor General Act – Conduct of Investigation – Concerning Allegations of Corruption and Irregularity Involving Government of Jamaica Contracts to Mabey and Johnson Limited**

Reference is made to your letter dated July 23, 2009; please see below the Ministry's response and supporting documents appended.

**Further and Additional Requisitions/Questions**

- 1. Yes, this is in keeping with Ministry of Finance and the Public Service Circular Classification File No. 27/036 III dated 19<sup>th</sup> May, 1989, section 5 which states: -

**..... In cases where official visits are being subsidised by overseas bodies or organisations, the required adjustments will be made. .... See Appendix 1 2<sup>nd</sup> page**

- A. **Did the Ministry allow for contracted companies to pay for out of pocket expenses of Public Officers and/ or Officials?**

No, out of pocket expenses are provided by way of a per diem supplied by the Ministry. See **Appendix 1 2<sup>nd</sup> page** and per diem procedures attached

*Handwritten note:*  
① of 56  
Plus Declaration 12

Date: July 31, 2009

To: Mr. Greg Christie

Re: Notice of Formal Requisition for Information and Documentation to be supplied under the Contractor General Act – Conduct of Investigation – Concerning Allegations of Corruption and Irregularity Involving Government of Jamaica Contracts to Mabey and Johnson Limited

2  
-45-

**1.ii Executive Summary**

1.ii If no, has the Ministry ever allowed for such practices to occur?

There is no documentary evidence in our files

2. Are you aware of any circumstances in which Mabey & Johnson Ltd. paid for the (a) airfare, (b) living expense and / or (c) out of pocket expense for Mr. Joseph Hibbert during period January 1990 – May 2009? If yes please detail the following information;

No – There is no evidence on file.

3. Please provide an Executive Summary detailing **all** official overseas trips of which Mr. Joseph Hibbert was a member of the delegation. The summary should provide answers to the following questions and detail the information which is requested:

i. The date(s) of the trip(s) (the files show 3 trips)

a. July 8, 1993 – July 30, 1993 See **Appendix 2**

b. November 1, 1995 – November 5, 1995 See **Appendix 3**

c. November 3, 1996 – November 7, 1996 See **Appendix 4**

ii. The name(s) of the Official(s) and / or Officer(s) who accompanied Mr. Joseph Hibbert;

a. There were no other persons on this trip See **Appendix 2**

b. Mr. Peter Schroeter – Director of Maintenance See **Appendix 3**

c. Dr. Alwin Hales – Permanent Secretary See **Appendix 4**

Mr. Karl Martin – Project Director (NJDP) See **Appendix 4**

iii. State whether the trip(s) was / were funded by Mabey & Johnson Ltd;

a. The trip was not funded by Mabey & Johnson Ltd. See **Appendix 2**

b. The file does not show the payment of airfare See **Appendix 3**

c. The trip was not funded by Mabey & Johnson Ltd. See **Appendix 4**

iv. State whether the Ministry provided a per diem to Mr. Joseph Hibbert, inclusive of the amount(s) allocated

a. Yes, in the amount of US \$ 300 plus tuition, other costs and airfare - See **Appendix 2**

b. Yes, in the amount of US \$825 (includes Warm clothing allowance & contingency advance) See **Appendix 3**

OFFICE OF THE CONTRACTOR-GENERAL  
1ST FLOOR, PIJAJ BUILDING  
16 OXFORD ROAD  
P.O. Box 540  
KINGSTON 5, JAMAICA, W.I.

2

.../3



Date: July 31, 2009

To: Mr. Greg Christie

Re: Notice of Formal Requisition for Information and Documentation to be supplied under the Contractor General Act – Conduct of Investigation – Concerning Allegations of Corruption and Irregularity Involving Government of Jamaica Contracts to Mabey and Johnson Limited

c. Yes, in the amount of US \$800 - See Appendix 4

v. The particulars of the same

b. See Appendix 3

c. See Appendix 4

OFFICE OF THE CONTRACTOR-GENERAL  
1st FLOOR, PJGJ BUILDING  
16 OXFORD ROAD

vi. State whether Mr. Hibbert was authorised by the Government of Jamaica and / or the Ministry to accept a per diem and / or any other payment from the contractor and / or any person acting on behalf of the contractor while on these trips

Not applicable

4. Where a contractor is paying for the (a) airfare, (d) accommodation and / or (c) out of pocket expenses of a Public Official and / or Officer does the Ministry policy allow for the said company to make direct payment(s) to the Public Official and / or Officer? Please provide documentary evidence, where possible, to substantiate your assertions / responses.

No, the Staff Orders for the Public Service, Section 4.3 - Gifts and Exchanges states:-

*(i) Officers, in their official capacity are forbidden to solicit or accept gifts or gratuities for the performance or neglect of official duties and responsibilities; .... See Appendix 5*

5. Please provide an Executive Summary detailing the Ministry's protocol and procedures for the period January 1990 to December 2006, with regard to overseas travel which is being funded by a contractor. The summary should also provide answers to the following questions and detail the information which is requested:

The Ministry observes all protocols established by the Ministry of Finance and the Public Service See Appendix 1

Upon receiving an invitation and commitment of sponsorship for an official visit the necessary authorizations are sought and requests made for per diem

i. Does the contractor make direct contact with the Public Officials and/or Officers in the delegation;

As much as is expected and required to carry out the contractual obligations of the Ministry and the project at hand.

ii. Are members of the delegation allowed to have Non-Ministry Officials and / or Officers accompany

The delegation will contain all necessary individuals who embody the requisite expertise and authority to act in accordance with targets to be achieved and / or contractual obligations of the Ministry.

6. Are you aware of any circumstance in which Mabey & Johnson Limited made a direct payment to Mr. Joseph Hibbert for his (a) airfare, (b) accommodation and / or (c) out of pocket expenses for any official Ministry trip during his tenure at the Ministry?

No, there is no evidence in our files

3

Date: July 31, 2009

To: Mr. Greg Christie

Re: Notice of Formal Requisition for Information and Documentation to be supplied under the Contractor General Act – Conduct of Investigation – Concerning Allegations of Corruption and Irregularity Involving Government of Jamaica Contracts to Mabey and Johnson Limited

4  
-47-

7. Are you aware of an official Ministry trip to the United Kingdom which Mr. Joseph Hibbert is alleged to have taken in July 1998?

No, there is no evidence in our files

i. If yes, please provide the particulars of the same.

Not applicable

ii. If no, are you aware of any other official Ministry trip to the United Kingdom which involved Mr. Joseph in 1998

No, there is no evidence in our files

8. Are you aware of any official Ministry trip to the United Kingdom, which was taken by Mr. Joseph Hibbert where he was accompanied by Mr. Lloyd Dickens and Mr. Dothan Thomas? If yes, please provide answers to the following questions:

No, there is no evidence on file

9. Were and/ or are the following persons employees of the Ministry;

- A. Gladstone Senior - Yes
- B. Lloyd Bailey - Yes
- C. Gladstone Howell – No, there is no evidence in our files
- D. Janet Coleman - Yes

OFFICE OF THE CONTRACTOR-GENERAL  
1ST FLOOR, PIJ BUILDING  
16 OXFORD ROAD  
P.O. BOX 543  
KINGSTON 5, JAMAICA, W.I.

i.(a) State whether each individual is still employed to the Ministry;

Mr. Gladstone Senior is now retired – See **Appendix 6**  
Mr. Lloyd Bailey has now resigned – See **Appendix 7**  
Ms Janet Coleman is currently employed to the Ministry of Transport & Works See **Appendix 8**

(b) Please provide a description of their respective job titles

Mr. Gladstone Senior was an Engineer – See **Appendix 6**  
Mr. Lloyd Bailey was an Engineer – See **Appendix 7**  
Ms Janet Coleman is now Director, Works Policy See **Appendix 8**, she was Senior Works Policy Officer and previously System Engineer in the Management Information systems unit of the Ministry of Construction & Works – See **Appendix 9**

(c) The dates on which they held their respective post(s)

Mr. Gladstone Senior – See **Appendix 10**  
Mr. Lloyd Bailey – See **Appendix 11**  
Ms Janet Coleman – See **Appendix 8 & 9**

4

-48-

Date: July 31, 2009

To: Mr. Greg Christie

Re: Notice of Formal Requisition for Information and Documentation to be supplied under the Contractor General Act – Conduct of Investigation – Concerning Allegations of Corruption and Irregularity Involving Government of Jamaica Contracts to Mabey and Johnson Limited

(d) Please provide an address for each of the individuals;

- Mr. Gladstone Senior – 11 Ellesmere Drive – See **Appendix 10**
- Mr. Lloyd Bailey – 6 Highland Avenue - See **Appendix 12**
- Ms. Janet Coleman – 4 Garden Boulevard

(e) State whether these individuals, at any point, accompanied Mr. Joseph Hibbert on any official Ministry trip to the United Kingdom. Please provide particulars relating to same.

No, there is no evidence in our files

ii. If no, are you familiar with any of the named individuals? Please provide particulars relating to same.

No, I am not familiar with Mr. Gladstone Howell.

10. Are you aware of any additional information which you believe could prove useful to this Investigation or is there any further statement in regard to the Investigation which you are desirous of placing on record? If yes, please provide full particulars of same.

No, however, if the OCG so desires, the Ministry is willing to accommodate your officers coming to review the files from which the information forwarded to you was gathered.

Sincerely,

Alwin L. Hales, Ph.D.  
Permanent Secretary

OFFICE OF THE CONTRACTOR-GENERAL  
1ST FLOOR, PROJ BUILDING  
16 OXFORD ROAD  
P.O. BOX 544  
KINGSTON 5, JAMAICA, W.I.



Any reply or subsequent reference to this communication should be addressed to the Contractor-General and the following reference quoted:-

REF. No.:11-03

TELEPHONE No. : 929-8560/6466

FAX No. : 929-2476

E-Mail : [mbarrett@ocg.gov.jm](mailto:mbarrett@ocg.gov.jm)

**OFFICE OF THE CONTRACTOR-GENERAL**

**PIOJ Building**

**16 Oxford Road**

**P.O. Box 540**

**KINGSTON 5**

**JAMAICA, W.I.**

**Form of Declaration**

**The Voluntary Declaration Act: Section 7: Declaration to be in form in Schedule:**

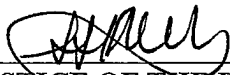
I, Alwin Livingstone Hales, do solemnly and sincerely declare as follows:

1. That I am 52 years of age and I reside and have my true place of abode at Walderston in the parish of Manchester
2. That I have answered the questions posed and fulfilled the requisitions made to me in a letter from the Contractor-General dated June 30, 2009, completely, accurately and truthfully.

And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the Voluntary Declarations Act.

TAKEN and ACKNOWLEDGED )  
 by the said Alwin Livingstone Hales at )  
 138H Maxfield Avenue, Kgn 10 in the )  
 parish of St. Andrew on this 31 day of July) )  
 2009 in the presence of: )

  
 \_\_\_\_\_  
 ALWIN LIVINGSTONE HALES

  
 \_\_\_\_\_  
 JUSTICE OF THE PEACE  
 For the parish of:- *Kingston*  
*200634*



Any reply or subsequent reference to this communication should be addressed to the Contractor-General and the following reference quoted:-

**OFFICE OF THE CONTRACTOR-GENERAL**  
**PIOJ Building**  
**16 Oxford Road**  
**P.O. Box 540**  
**KINGSTON 5**  
**JAMAICA, W.I.**

No. :  
TELEPHONE No.:876-929-8560/6466  
FAX No. : 876-929-7335  
E-mail: Lharris@ocg.gov.jm

May 27, 2009

The Hon. Joseph Hibbert  
Minister of State  
Ministry of Transport and Works  
138h Maxfield Avenue  
Kingston 10

**COPY**

Dear Mr. Hibbert:

**Re: Notice of Formal Requisition for Information and Documentation to be Supplied under the Contractor General Act – Conduct of Investigation – Concerning Allegations of Corruption and Irregularity Involving Government of Jamaica Contracts to Mabey and Johnson Limited**

The Office of the Contractor General (OCG), acting on behalf of the Contractor General, has formally commenced an investigation into the allegations of corruption and irregularity involving Government contracts which have been awarded to Mabey and Johnson Ltd.

As we will require your assistance and full cooperation to successfully conduct this investigation, it is very important that your attention is formally directed to the following provisions of the Contractor General Act:

- (1) Sections 4 (1) (a) (i) and (ii) which mandates the Contractor General, "... on behalf of Parliament- to monitor the award and the implementation of Government contracts with a view to ensuring that such contracts are awarded impartially and on merit (and that) the circumstances in which each contract is awarded ... do not involve impropriety or irregularity ...".
- (2) Section 4 (1) (b) which mandates the Contractor General, "... on behalf of Parliament- to monitor the grant, issue, suspension or revocation of any prescribed licence, with a view to ensuring that the circumstances of such grant, issue, suspension or revocation do not involve impropriety or irregularity and, where appropriate, to examine whether such licence is used in accordance with the terms and conditions thereof".
- (3) Section 15 (1). which prescribes the discretionary power of a Contractor General to conduct an investigation into any or all of the following matters:



- (a) "the registration of contractors";
  - (b) "tender procedures relating to contracts awarded by public bodies";
  - (c) "the award of any Government contract";
  - (d) "the implementation of the terms of any Government contract";
  - (e) "the circumstances of the grant, issue, use, suspension or revocation of any prescribed licence";
  - (f) "the practice and procedures relating to the grant, issue, suspension or revocation of prescribed licences".
- (4) Section 4 (2) (b) which prescribes the power of a Contractor General "to have access to all books, records, documents, stores or other property belonging to Government, whether in the possession of any officer of a Public Body or a contractor or any other person".
  - (5) Section 4 (2) (d) which prescribes the power of a Contractor General "to have access to all books, records, documents or other property used in connection with the grant, issue, suspension or revocation of any prescribed licence whether in the possession of any public officer or any other person".
  - (6) Section 4 (2) (e) which prescribes the power of a Contractor General "to have access to any premises or location where he has reason to believe that any such books, records, documents or other property as are referred to in paragraph (d) or any property which is the subject of a prescribed licence, may be found".
  - (7) Section 4 (3) of the Act which prescribes the power of a Contractor General to "require any Public Body to furnish in such manner and at such times as may be specified by the Contractor General, information with regard to the award of any contract and such other information in relation thereto as the Contractor General may consider desirable".
  - (8) Section 4 (4) which prescribes that, "For the purposes of paragraphs (d) and (e) of subsection (2) the Contractor-General shall have power to require any public officer or any other person to furnish in such manner and at such times as may be specified by the Contractor-General, information with regard to the grant, issue, suspension or revocation of any prescribed licence and such other information in relation thereto as the Contractor-General considers desirable".
  - (9) Section 5 (1) which provides that, "In the exercise of the powers conferred upon him by this Act, a Contractor-General shall not be subject to the direction or control of any other person or authority".
  - (10) Section 17 (1) which prescribes the power of a Contractor General "to adopt whatever procedure he considers appropriate to the circumstances of a particular case and, subject to the provisions of (the) Act, to obtain information from such person and in such manner and make such enquiries as he thinks fit".
  - (11) Section 17 (2) which provides that "Nothing in this Act shall be construed as requiring a



Contractor General to hold any hearing and, no person shall be entitled as of right to comment on any allegations or to be heard by a Contractor General”.

(12)Section 18 (1) which prescribes the power of a Contractor General, “at any time, (to) require any officer or member of a public body or any other person who, in his opinion, is able to give any assistance in relation to the investigation of any matter pursuant to this Act, to furnish such information and produce any document or thing in connection with such matter as may be in his possession or under the control of that officer, member or other person”.

(13)Section 18 (2) which prescribes the power of a Contractor General “to summon before him and examine on oath any person who has made representations to him or any officer, member or employee of a public body or any other person who, in the opinion of the Contractor General, is able to furnish information relating to the investigation – and such examination shall be deemed to be a judicial proceeding within the meaning of Section 4 of the Perjury Act”.

(14)Section 18 (3) which provides that “For the purposes of an investigation under this Act, a Contractor General shall have the same powers as a Judge of the Supreme Court in respect of the attendance and examination of witnesses and the production of documents”.

(15)Section 18 (4) which provides that “Any obligation to maintain secrecy or any restriction on the disclosure of information or the production of any document or paper or thing imposed on any person under the Official Secrets Act, 1911 to 1939 of the UK (or of any Act of Parliament of Jamaica replacing the same in its application to Jamaica) or, subject to the provisions of this Act, by any law (including a rule of law) shall not apply in relation to the disclosure of information or the production of any document or thing by that person to a Contractor General for the purpose of an investigation ...”.

(16)Section 18 (5) which provides that “No person shall, for the purpose of an investigation, be compelled to give any evidence or produce any document or thing he could not be compelled to give or produce in proceedings in any court of law.”

(17)Section 22 which provides that, “The proceedings of a Contractor-General shall not be rendered void for want of form”.

(18)Section 29 which provides as follows:

“Every person who –

- (a) willfully makes a false statement to mislead or attempts to mislead a Contractor General or any other person in the execution of his functions under this Act, or
- (b) without lawful justification or excuse –

- (i) obstructs, hinders or resists a Contractor General or any other person in the



- execution of his functions under this Act; or
- (ii) fails to comply with any lawful requirement of a Contractor General or any other person under this Act, ....

shall be guilty of an offence ...”.

It is also instructive that you should note that there are Public Officers who are misguided in the belief that the aforementioned powers of the Contractor General, to monitor or to investigate the “award” of contracts etc., do not arise until the subject contract or licence/permit is actually awarded or issued, as the case may be. We are obliged to advise you that any such belief is unfounded and has no validity in law. In the case of *Lawrence v. Ministry of Construction (Works) and the A.G. (1991) 28 J.L.R. 265*, the Supreme Court of Jamaica was moved by way of originating summons, at the instance of the Contractor General, to rule on this very point. Mr. Justice Courtney Orr, in that case, held unequivocally as follows:

*“The proper interpretation of the (Contractor General) Act is one which empowers the Contractor General to monitor the pre-contract stages of government contracts and to obtain information from public bodies prior to the award of such contracts (my emphasis)... The ordinary meaning of the words of the statute in light of the context and grammar suggest no other interpretation”.*

In the discharge of the mandates of the Contractor General under the Contractor General Act and in furtherance of the expressed powers which are reserved to him by the Act, the OCG, acting on behalf of the Contractor General, now hereby formally requires you to fully comply with the below-mentioned requisitions by providing all of the information and documentation which is demanded of you and to supply same in a sealed envelope, marked ‘Confidential’ and addressed to the Contractor General. **The envelope must be deposited at the reception desk of the Offices of the Contractor General, PIOJ Building, 16 Oxford Road, Kingston 5, no later than 3:00 PM in the afternoon on Thursday, June 18, 2009.**

In responding to the below-mentioned requisitions or questions, you are respectfully asked to be guided by the following:

- (a) You must provide written responses to all of the requisitions or questions.
- (b) Your responses must be declared and certified by you before a Justice of the Peace to be complete, accurate and truthful. Your declaration must be in the form which is enclosed herewith.
- (c) All written responses which are provided by you must be provided in a single document and must be numbered in the same chronological sequence as the questions or requisitions to which they relate. For example, your response to Requisition/Question #1 must be numbered ‘1’, your answer to Requisition/Question #2 must be numbered ‘2’, and so forth.
- (d) Any document which is supplied by you in support of a response must be properly labelled, numbered and marked to identify what it is and the requisition or question to which it relates.





- (e) An electronic copy of your written response must accompany the certified hardcopy. The electronic copy must be provided in a Microsoft word format on a single compact disk.
- (f) Should you mislead, resist, obstruct or hinder a Contractor General in the execution of his functions or fail to provide a complete, accurate and truthful response to any of the requisitions or questions which are set out below, you will become liable, *inter alia*, to criminal prosecution under Section 29 of the Contractor General Act.

**REQUISITIONS / QUESTIONS**

1. Please provide (a) your complete name (i.e. your Christian, Middle and Surname), (b) place of birth and (c) your date of birth. Please provide documentary evidence to substantiate your assertions/responses.
2. What is the extent of your knowledge of the contract(s) which was/were awarded to Mabey and Johnson Ltd. under the GOJ Bridge Building Programme? Please provide a comprehensive statement to this question and provide documentary evidence, where possible, to substantiate your assertions/responses.
3. Please provide an Executive Summary detailing the capacity, if any, in which you acted at the time of the award of contract(s) to Mabey and Johnson Ltd. by the then Ministry of Local Government and Works (MLW), the then Ministry of Housing, Transport, Water and Works (MHTWW), and/or the Ministry of Transport and Works (MTW). The summary should provide answers to the following questions and detail the information which is requested:
  - i. Were you, at any time, an employee, official and/or representative of any Public Body(ies) which was/were involved in the (a) negotiations, (b) procurement, (c) award, (d) implementation and/or (e) execution of the contract(s) which was/were awarded to Mabey and Johnson Ltd.? If yes, please provide the following information:
    - a. Your respective job title(s) and your associated responsibilities and duties;
    - b. The date(s) on which you held the substantive post(s) listed in (a) above and the date(s) on which you demitted the said post(s);
    - c. The level of authorisation which you could grant in regard to the award, implementation, and execution of GOJ contract(s) and variation(s);
    - d. Whether you acted as a Consultant and/or Project Manager in regard to any contract(s) which was/were awarded to Mabey and Johnson Ltd. and/or in respect of the GOJ Bridge Building Programme;



- e. Whether in your respective capacity(ies) you were authorised to act as a Consultant and/or Project Manager in regard to any contract(s) which was/were awarded to Mabey and Johnson Ltd;
- f. Whether in your respective capacity(ies) you were authorised to act as an Agent for and/or on behalf of Mabey and Johnson Ltd.
- ii. If the answer to 3 (i) above is no, please state the capacity(ies), if any, in which you acted in regard to the contract(s) which was/were awarded to Mabey and Johnson Ltd.
- iii. Did you, in any way, facilitate the award, implementation, execution and/or variation of the contract(s) which was/were awarded to Mabey and Johnson Ltd? If yes, please provide particulars of the same.

Please provide documentary evidence, where possible, to substantiate your assertions/responses.

- 4. Have you ever received any benefit(s) and/or payment(s) in cash, or in kind, whether directly or indirectly, from Mabey & Johnson Ltd., its Agent(s), Official(s), Officer(s), Employee(s) and/or anyone acting on its behalf?
  - i. If yes, please provide the following information:
    - (a) The date(s) on which you received such benefit(s) and/or payment(s);
    - (b) The nature of benefit(s) and/or payment(s) which was/were received by you;
    - (c) The name(s) of the individual(s) and/or entity(ies) from whom such benefit(s) and/or payment(s) was/were received;
    - (d) The particulars of the benefit(s) and/or payment(s) which was/were received by you;
    - (e) The value(s) and/or amount(s) of the benefit(s) and/or payment(s) which was/were received by you;
    - (f) The rationale, purpose, justification and/or reason for Mabey & Johnson Ltd., its Agent(s), Official(s), Officer(s), Employee(s) and/or anyone acting on its behalf making such payment(s) and/or providing you with such benefit(s).
  - ii. If no, has any relative and/or any person acting on your behalf, received, whether directly or indirectly, any benefit(s), in cash or in kind, from Mabey & Johnson Ltd., its Agent(s), Official(s), Officer(s), Employee(s) and/or anyone acting on its behalf? If



yes, please provide a comprehensive statement of all relevant particulars, inclusive of a description of the benefit(s) received. In any case where the benefit was received by a person who was acting on your behalf, please also provide the full name, profession and address of the person(s) and a description of the relationship which you have and/or have had with that person(s).

Please provide documentary evidence, where possible, to substantiate your assertions/responses.

5. Please provide an Executive Summary detailing the capacity, if any, in which Mr. Deryck Gibson and/or Deryck A. Gibson Ltd. acted at the time of the award of contract(s) to Mabey and Johnson Ltd. The summary, to the best of your knowledge, should provide answers to the following questions and detail the information which is requested:
  - i. Was Mr. Deryck Gibson and/or Deryck A. Gibson Ltd, at any time, in respect of the contract(s) which was/were awarded to Mabey and Johnson Ltd., contracted by any Public Body(ies), which was/were involved in the (1) negotiations, (2) procurement, (3) award, (4) implementation and/or (5) execution of the contract(s) which was/were awarded to Mabey and Johnson Ltd.? If yes, please provide the following information:
    - a. A detailed description of Mr. Deryck Gibson's and/or Deryck A. Gibson Ltd.'s role and responsibilities in respect of the contract(s) which was/were awarded to it by the Public Body(ies);
    - b. The date(s) on which the contract(s) was/were awarded to Mr. Deryck Gibson and/or Deryck A. Gibson Ltd.;
    - c. The name(s) of the Public Body(ies) which awarded the contract(s).
  - ii. Was Mr. Deryck Gibson and/or Deryck A. Gibson Ltd., at any time, an agent and/or representative of Mabey and Johnson Ltd. in respect of the (1) negotiations, (2) procurement, (3) award, (4) implementation, (5) execution and (6) variation of the contract(s) which was/were awarded to Mabey and Johnson Ltd.? If yes, please provide the following information:
    - a. A detailed description of Mr. Deryck Gibson's and/or Deryck A. Gibson Ltd.'s role and responsibilities in respect of the (1) negotiations, (2) procurement, (3) award, (4) implementation (5) execution and/or (6) variation of the contract(s) which was/were awarded to Mabey and Johnson Ltd.;
    - b. The date(s) on which contact was made with Mr. Deryck Gibson and/or Deryck A. Gibson Ltd. by any Public Body(ies) in respect of the contract(s) which was/were awarded to Mabey and Johnson Ltd.;



- c. The name(s) of the Public Body(ies) with which contact was made.
- iii. If the answer to 5 (i) and 5 (ii) above is no, please state the capacity(ies), if any, in which Mr. Deryck Gibson and/or Deryck A. Gibson Ltd. acted in regard to the contract(s) which was/were awarded to Mabey and Johnson Ltd.
- iv. Did Mr. Deryck Gibson and/or Deryck A. Gibson Ltd., in any way, facilitate the award, implementation, execution and/or variation of the contract(s) which was/were awarded to Mabey and Johnson Ltd? If yes, please provide particulars of the same.

Please provide documentary evidence, where possible, to substantiate your assertions/responses.

- 6. Did you, at any time, and/or do you have any bank account(s) with the National Commercial Bank of Jamaica Ltd.?
  - i. If yes, please provide the following information:
    - (a) The account number(s);
    - (b) The date(s) on which the account(s) was/were opened;
    - (c) The date(s) on which the account(s) was/were closed;
    - (d) The branch at which each of the account(s) is/was held;
    - (e) The name(s) of the signatories to the account.
  - ii. If no, are you and/or were you, at any time, a signatory to any account which is/was held with the National Commercial Bank of Jamaica Ltd.? If yes, please provide (a) the particulars of the same, (b) the account(s) number(s), (c) the date(s) on which such account(s) was/were opened and closed, and (d) the name(s) of the primary account holder(s).

Please provide documentary evidence, where possible, to substantiate your assertions/responses.

- 7. Did you, at any time, and/or do you have any bank account(s) with the Barclays Bank in England?
  - i. If yes, please provide the following information:
    - (a) The account number(s);
    - (b) The date(s) on which the account(s) was/were opened;



- (c) The date(s) on which the account(s) was/were closed;
  - (d) The branch at which each of the account(s) is/was held;
  - (e) The name(s) of the signatories to the account.
- ii. If no, are you and/or were you, at any time, a signatory to any account which is/was held with the Barclays Bank in England? If yes, please provide (a) the particulars of the same, (b) the account(s) number(s), (c) the date(s) on which such account(s) was/were opened and closed, and (d) the name(s) of the primary account holder(s).

Please provide documentary evidence, where possible, to substantiate your assertions/responses.

8. Did you, at any time, and/or do you have any bank account(s) with the Leadenhall Bank & Trust Co. Ltd., in the Bahamas?

- i. If yes, please provide the following information:
  - (a) The account number(s);
  - (b) The date(s) on which the account(s) was/were opened;
  - (c) The date(s) on which the account(s) was/were closed;
  - (d) The branch at which each of the account(s) is/was held;
  - (e) The name(s) of the signatories to the account.
- ii. If no, are you and/or were you, at any time, a signatory to any account which is/was held with the Leadenhall Bank & Trust Co. Ltd. in the Bahamas? If yes, please provide (a) the particulars of the same, (b) the account(s) number(s), (c) the date(s) on which such account(s) was/were opened and closed, and (d) the name(s) of the primary account holder(s).

Please provide documentary evidence, where possible, to substantiate your assertions/responses.

9. Were you, at any point, an agent for Mabey & Johnson Ltd. during the period 1990 to 2009?

- i. If yes, please provide the following information:
  - (a) The capacity(ies) in which you worked;
  - (b) The project(s) for which you were responsible and/or associated with;



- (c) The amount(s) of commission which was/were earned by you;
  - (d) The means by which you received the said commission(s);
  - (e) The manner in which payment(s) was/were made to you;
  - (f) The date(s) on which you received the said commission(s);
  - (g) The date(s) on which you worked on each project identified;
  - (h) The particulars of the same;
  - (i) The name(s) and title(s) of the Mabey & Johnson Ltd. representative(s) with whom you interacted in regard to the project(s) identified and/or the commission(s) which was/were earned by you.
- ii. If no, please detail the nature and/or scope of your association and/or interaction with Mabey & Johnson Ltd., its Agent(s), Official(s), Officer(s) and/or Employee(s) during the referenced period.

Please provide documentary evidence, where possible, to substantiate your assertions/responses.

10. Did you, at any time, work as an agent for and/or in collaboration with Deryck Gibson and/or Deryck A. Gibson Ltd. for and/or on behalf of Mabey & Johnson Ltd. during the period 1990-2009?
- i. If yes, please provide the following information:
    - (a) The date(s) on which you worked as an agent and/or in collaboration with Deryck Gibson for and/or behalf of Mabey & Johnson Ltd.;
    - (b) The circumstances relating to the same;
    - (c) The amount(s) of commission which was/were earned by you;
    - (d) The means by which you received the said commission;
    - (e) The manner in which payment(s) was/were made to you;
    - (f) The date(s) on which you received the said commission;
    - (g) The project(s) for which you were responsible and/or associated with;



(h) The name(s) and title(s) of the Deryck A. Gibson Ltd. and/or Mabey & Johnson Ltd. representative(s) with whom you interacted in regard to the project(s) identified.

ii. If no, please provide the following information:

(a) Did you, at any time, receive any form of commission and/or payment(s) from Mabey & Johnson Ltd., its Agent(s), and Official, Officer(s), Employee and/or anyone acting on its behalf?

(b) Please detail the nature and/or scope of your association and/or interaction with Deryck Gibson and/or Deryck A. Gibson Ltd. during the referenced period;

(c) Please state whether your said relationship and/or association with Deryck Gibson and/or Deryck A. Gibson Ltd. involved any project(s) which involved Mabey & Johnson Ltd., its Agent(s), Official(s), Officer(s), Employee(s) and/or anyone acting on its behalf;

(d) The date(s) on which you were engaged in any project(s) with Deryck Gibson and/or Deryck A. Gibson Ltd.;

(e) Please state whether any of the project(s) which you have identified involved a GOJ contract, partnership and/or commercial agreement. If so, please provide the particulars of the same;

(f) The name(s) and title(s) of the Deryck A. Gibson Ltd. representative(s) with whom you interacted in regard to the project(s) identified.

Please provide documentary evidence, where possible, to substantiate your assertions/responses.

11. Are you familiar and/or associated with any of the following persons:

- A. Faith Judasingh;
- B. Janice Chase;
- C. Lloyd Dickens.

i. If yes, please provide the following information:

(a) Please provide a description of the relationship which you have and/or have had with each person;

(b) Detail the nature of your relationship with each of the named individuals;



- (c) The date(s) on which you became familiar with each individual and the circumstances relating to the same;
- (d) The length of time you have known and/or been associated with each individual;
- (e) Please provide an address for each of the individuals with whom you are familiar.

Please provide documentary evidence, where possible, to substantiate your assertions/responses.

12. What is your mother's full name (i.e. her Christian, Middle and Surname, both Maiden and Married)? Please provide documentary evidence, where possible, to substantiate your assertions/responses.

13. Did you receive any payment from Mabey & Johnson Ltd., its Agent(s), Employee(s), Officer(s), Official(s) and/or anyone acting on its behalf, on the following dates:

- (a) November 11, 1993;
- (b) November 18, 1997;
- (c) January 1, 1998;
- (d) April 2, 1998;
- (e) May 12, 1998;
- (f) July 7, 1998;
- (g) July 22 and 23, 1998;
- (h) November 5, 1998;
- (i) May 18, 1999;
- (j) June, 4, 1999;
- (k) July 3, 2000;
- (l) March 20, 2001;
- (m) October 30, 2001.

i. If yes, please provide the following information:

- (a) The name(s) and title(s) of the person(s) and/or entity(ies) from whom you received such payment(s);
- (b) The particulars of the payment(s);
- (c) The circumstances relating to the same;
- (d) The reason(s) for the payment(s);
- (e) The means by which you received the said payment(s);





- (f) The manner in which payment(s) was/were made to you.
- ii. If no, did you, receive any payment(s) from Mabey & Johnson Ltd., its Agent(s), Employee(s), Officer(s), Official(s) and/or anyone acting on its behalf, around the time of the dates which have been identified above? If yes, please provide the following information:
  - (a) The name(s) and title(s) of the person(s) and/or entity(ies) from whom you received such payment(s);
  - (b) The particulars of the payment(s);
  - (c) The circumstances relating to the same;
  - (d) The date(s) on which you received the payment(s);
  - (e) The reason(s) for the payment(s);
  - (f) The means by which you received the said payment(s);
  - (g) The manner in which payment(s) was/were made to you.

Please provide documentary evidence, where possible, to substantiate your assertions/responses.

- 14. Did Mabey & Johnson Ltd., its Agent(s), Employee(s), Officer(s), Official(s), and/or anyone acting on its behalf, at any time, pay for any airline ticket(s) for you and/or provide you with any entertainment money during the period 1990-2009?
  - i. If yes, please provide the following information:
    - (a) The name(s) and title(s) of Mabey & Johnson Ltd. Employee(s), Officer(s), Official(s), its Agent and/or anyone acting on its behalf, which was/were responsible for making such payment(s) and/or travel arrangement(s);
    - (b) The particulars of the payment(s);
    - (c) The circumstances relating to the same;
    - (d) The date(s) on which you received the payment(s);
    - (e) The reason(s) for the payment(s);
    - (f) The means by which you received the said payment(s);



- (g) The manner in which payment(s) was/were made to you;
  - (h) The date(s) of travel;
  - (i) The particulars of the travel arrangement(s);
  - (j) The circumstances relating to the same;
  - (k) The reason(s) for travel;
  - (l) The name(s) and title(s) of the person(s) and/or entity(ies) whom made the travel arrangement(s) and/or payment(s);
  - (m) The rationale, purpose, justification and/or reason behind Mabey & Johnson Ltd., its Agent(s), Employee(s), Officer(s), Official(s) and/or anyone acting on its behalf, paying for such travel;
  - (n) The name(s) and title(s) of any person with whom you traveled.
- ii. If no, are you aware of any circumstance in which Mabey & Johnson Ltd., its Agent(s), Employee(s), Officer(s) and/or Official(s) paid for any GOJ Official(s) and/or Employee(s) travel and/or entertainment expense during the period 1990 - 2009? If yes, please provide the following information:
- (a) The name(s) and title(s) of the GOJ Official(s) and/or Employee(s);
  - (b) The particulars of the payment(s);
  - (c) The circumstances relating to the same;
  - (d) The date(s) on which the payment(s) was/were made;
  - (e) The reason for the payment(s);
  - (f) The means by which the said payment(s) was/were received;
  - (g) The manner in which payment(s) was/were made;
  - (h) The date(s) of travel;
  - (i) The particulars of the travel arrangement(s);
  - (j) The circumstances relating to the same;



(k) The reason(s) for travel;

(l) The rationale, purpose, justification and/or reason behind Mabey & Johnson Ltd., its Agent(s), Employee(s), Officer(s), Official(s), and/or anyone acting on its behalf paying for such travel;

(m) The name(s) and title(s) of Mabey & Johnson Ltd. Employee(s), Officer(s), Official(s), its Agent and/or anyone acting on its behalf, who was/were responsible for making such payment(s) and/or travel arrangement(s).

Please provide documentary evidence, where possible, to substantiate your assertions/responses.

15. Did you, in any way, (a) recommend, (b) influence and/or (c) approve the arrangement and/or contract(s) with Mabey & Johnson Ltd.? If yes, please provide all relevant particulars.
16. Did any of the principals, shareholders, directors, partners, officers and/or employees of Mabey & Johnson Ltd., or anyone acting on its behalf, approach you and/or any public official, soliciting assistance in getting approval for any of the contract(s) which was/were awarded to Mabey & Johnson Ltd.? If yes, please provide a comprehensive statement of all relevant particulars, inclusive of the name of the relevant principals, shareholders, directors, partners, officers and/or employees of Mabey & Johnson Ltd., the date(s) assistance was/were sought, and the nature of the assistance sought.
17. Did any of the principals, shareholders, directors, partners, officers and/or employees of Deryck A. Gibson Ltd., or anyone acting on its behalf, approach you and/or any public official, soliciting assistance in getting approval for any of the contract(s) which was/were awarded to Mabey & Johnson Ltd.? If yes, please provide a comprehensive statement of all relevant particulars, inclusive of the name of the relevant principals, shareholders, directors, partners, officers and/or employees of Mabey & Johnson Ltd., the date(s) assistance was/were sought, and the nature of the assistance sought.
18. Do you know, or do you have, or have you had a personal, business or other relationship with, any of the principals, shareholders, directors, partners, officers and/or employees of Deryck A. Gibson Ltd., and/or anyone acting on its behalf? If yes, please indicate:
- i. The full name of the Deryck A. Gibson Ltd. Representative and his/her relationship with Deryck A. Gibson Ltd.;
  - ii. The length of time that you have known the Deryck A. Gibson Ltd. Representative;
  - iii. A full description of the nature of the relationship between yourself and the Deryck A. Gibson Ltd. Representative.



19. Do you know, or do you have, or have you had a personal, business or other relationship with, any of the principals, shareholders, directors, partners, officers and/or employees of Mabey & Johnson Ltd., and/or anyone acting on its behalf? If yes, please indicate:
- i. The full name of the Mabey & Johnson Ltd. Representative and his/her relationship with Mabey & Johnson Ltd.;
  - ii. The length of time that you have known the Mabey & Johnson Ltd. Representative;
  - iii. A full description of the nature of the relationship between yourself and the Mabey & Johnson Ltd. Representative.
20. Have you and/or any person acting on your behalf, received, whether directly or indirectly, any benefit(s), in cash or in kind, as a result of your involvement in and/or association with the granting and/or approval of any of the contract(s) to Mabey & Johnson Ltd.? If yes, please provide a comprehensive statement of all relevant particulars, inclusive of a description of the benefit(s) received. In any case where the benefit was received by a person who was acting on your behalf, please also provide the full name, profession and address of the person(s) and a description of the relationship which you have had with that person(s).
21. Have you and/or any person acting on your behalf, received, whether directly or indirectly, any benefit(s), in cash or in kind, from Mr. Deryck Gibson and/or Deryck A. Gibson Ltd., as a result of your involvement in and/or association with the granting and/or approval of any of the contract(s) to Mabey & Johnson Ltd.? If yes, please provide a comprehensive statement of all relevant particulars, inclusive of a description of the benefit(s) received. In any case where the benefit was received by a person who was acting on your behalf, please also provide the full name, profession and address of the person(s) and a description of the relationship which you have had with that person(s).
22. Have any of your relatives, friends and/or associates benefited, either directly or indirectly, in cash or in kind, as a result of your involvement in and/or association with the with the granting and/or approval of any of the contract(s) which was/were awarded to Mabey & Johnson Ltd.? If yes, please provide a comprehensive statement of all relevant particulars, inclusive of the full name, profession and address of the relative, friend or associate and a description of the benefit(s) received.
23. Do you know of any other Public Official/Officer or Employee (former or present), or anyone acting on his/her behalf, who has received, either directly or indirectly, any benefit(s), whether in cash or in kind, by virtue of the grant and/or approval of any of the contract(s) which was/were awarded to Mabey & Johnson Ltd.? If yes, please provide a comprehensive statement of all relevant particulars, inclusive of the name of the Public Official/Officer or Employee, his/her job title and function, the name of the recipient(s) and a description of the benefit(s) received.



24. Are you aware of any relative, friend and/or associate of any Public Official/Officer or Employee (former or present), who has benefited, either directly or indirectly, in cash or in kind, as a result of the Public Official's/Officer's or Employee's involvement in and/or association with the grant and/or approval of any of the contract(s) which was/were awarded to Mabey & Johnson Ltd.? If yes, please provide a comprehensive statement of all relevant particulars, inclusive of the full name of the Public Official/Officer or Employee, his/her job title and function, the full name of the relative, friend or associate and a description of the benefit(s) received.
25. Are you aware of any arrangements which are presently subsisting for any of the persons who are referenced in Requisitions/Questions #18 through #24 to receive any future benefit(s) in respect of the grant and/or approval of a contract to Mabey & Johnson Ltd., whether same has been expressed to be in cash or in kind? If yes, please provide a comprehensive statement of all relevant particulars, inclusive of the name of the intended recipient(s) and the description of the benefit(s) which is/are to be received.
26. Are you aware of any additional information which you believe could prove useful to this Investigation or is there any further statement in regard to the Investigation which you are desirous of placing on record? If yes, please provide full particulars of same.

We would like to thank you in advance for your full and anticipated cooperation in this endeavor.

Should you have any questions, please do not hesitate to contact me.

Yours sincerely,

A handwritten signature in black ink, appearing to read "Latoya Harris", written over a horizontal line.

Latoya Harris,  
Senior Special Investigator  
for and on behalf of the Contractor General

Enclosure -Form of Declaration



Any reply or subsequent reference to this communication should be addressed to the Contractor-General and the following reference quoted:-

REF. No.:11-03

TELEPHONE No. : 929-8560/6466  
FAX No. : 929-2476  
E-Mail: [Lharris@ocg.gov.jm](mailto:Lharris@ocg.gov.jm)

**OFFICE OF THE CONTRACTOR-GENERAL**

**PIOJ Building**

**16 Oxford Road**

**P.O. Box 540**

**KINGSTON 5**

**JAMAICA, W.I.**

**Form of Declaration**

**The Voluntary Declaration Act: Section 7: Declaration to be in form in Schedule:**

I, John Brown, do solemnly and sincerely declare as follows:

1. That I am [number] years of age and I reside and have my true place of abode at [address] in the parish of
2. That I have answered the questions posed and fulfilled the requisitions made to me in a letter from the Contractor-General dated May 27, 2009, completely, accurately and truthfully.

And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the Voluntary Declarations Act.

**TAKEN and ACKNOWLEDGED** )  
**by the said JOHN BROWN at [address]** )  
**in the parish of** )  
**on this day of** 2008 )  
**in the presence of:** )

\_\_\_\_\_  
**JOHN BROWN**

\_\_\_\_\_  
**JUSTICE OF THE PEACE**  
**For the parish of:-**



-68-

Office of the Minister of State

Phone: (876) 754-1900-1, 920-7022

Fax: (876) 960-7369

Email: hmos2@mtw.gov.jm

MINISTRY OF TRANSPORT & WORKS

138H Maxfield Avenue

Kingston 10

Jamaica, W.I.

June 17, 2009

Contractor General  
Office of the Contractor General  
PIOJ Building  
16 Oxford Road  
Kingston 5

OFFICE OF THE CONTRACTOR-GENERAL  
1ST FLOOR, PIOJ BUILDING  
16 OXFORD ROAD  
P.O. BOX 540  
KINGSTON 5, JAMAICA, W.I.

**Attention: Ms. Latoya Harris**

Dear Madam:

Please refer to your letter dated June 17, 2009.

Attached please find complete responses to questions posed.

The omission is regretted.

Yours truly,

Joseph U. Hibbert, MP  
Minister of State

CONFIDENTIAL

3:18 pm  
17/6/09

1

RESPONSES TO QUESTIONS  
POSED BY  
CONTRACTOR GENERAL

RE: Allegations of Corruption and  
Irregularity Involving Government of Jamaica  
Contracts to Mabey and Johnson Limited

- 1. (a) Joseph Uriah Hibbert  
(b) Benoah District, Kalorama P.A., St. Andrew  
(c) July 20, 1948
- 2. As Chief Technical Director during the period 1989 to 2000 I was Chairman of the Government Contracts Committee which examined the reports and recommendations of awards for the supply of Bailey Bridges.

In 1999 I participated in the negotiations of the supply of Bailey Bridges and Parts which comprised Phase I of the Priority Flyover Programme in the amount not exceeding Fifteen Million Pounds Sterling.

I left the Ministry prior to the award and signing of the contract.

- 3. Please see copy of Job Description at Appendix III
  - (i) Yes
    - (a) Chief Technical Director.
    - (b) Appointed December 10, 1989 and demitted office May 22, 2000.
    - (c) There was no limit.
    - (d) No.
    - (e) No
    - (f) No.
  - (ii) Does not apply.
  - (iii) No.
- 4. Yes
  - (i) (a) The dates of payments have been requested of my Bank and will be forwarded as soon as they are received.
  - (b) Payments for 'out-of-pocket expenses' for travel to the United Kingdom were received.
  - (c) Jonathan Danos
  - (d) Airfare, living accommodation and travel expenses.

OFFICE OF THE CONTRACTOR-GENERAL  
1ST FLOOR, PIUJ BUILDING  
16 OXFORD ROAD  
P.O. Box 540  
KINGSTON 5, JAMAICA, W.I.

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- (e) Details to be provided.
  - (f) Payments were made to cover official trips authorized by the Government of Jamaica to the United Kingdom to negotiate the terms of contract and to inspect bridge parts and components to be manufactured and shipped to Jamaica.
  - (ii) See answer at 4(i).
- 5.
- (i) Deryck A. Gibson Limited was not contracted by any Public body.
    - (a) Does not apply.
    - (b) Does not apply.
    - (c) Not applicable.
  - (ii) Deryck A. Gibson was the local Agent for Mabey and Johnson Limited.
    - (a) His duties included the clearance of goods through Customs and the certification of components received under the contract.
    - (b) Unable to provide dates.
    - (c) The Ministry of Transport and Works.
  - (iii) See answer at 5(ii) above.
  - (iv) No.
- 6.
- (i) Yes
    - (a) Account No. 064153153
    - (b) December 1972
    - (c) Account remained opened.
    - (d) 54 King Street.
    - (e) Joseph Uriah Hibbert.
  - (ii) See answer to 6(i) above.
- 7.
- (i) Yes
    - (a) 10473936
    - (b) 21.8.1992.
    - (c) Account never closed.
    - (d) Soho Road Branch, Birmingham
    - (e) Joseph Uriah Hibbert.
  - (ii) See answer to 7(i) above.
- 8.
- (i) No.
    - (a) (b) (c) (d) (e) Does not apply.
  - (ii) No.
    - (a) (b) (c) (d) (e) Does not apply.

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9. (i) No.  
(a) (b) (c) (d) (e) (f) (g) (h) (i) Does not apply.

(ii) Business relationship and friend.

10. (i) No.  
(a) (b) (c) (d) (e) (f) (g) (h) Does not apply.

- (ii) (a) No.
- (b) Official business relationship.
- (c) Does not apply.
- (d) Does not apply
- (e) Does not apply
- (f) Does not apply.

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- 11. Yes A) Faith Jadusingh - Niece
- B) Janice Chase - Friend
- C) Lloyd Dickens - Cousin

(i) (a) Faith Jadusingh - Niece- Boarded at her home during UK visits.

— Jan ice Chase - Family friend - Boarded at her home during UK visits

Lloyd Dickens - Cousin

See (i) (a)

(b) Faith Jadusingh - from birth

Janice Chase -from 1976

Lloyd Dickens - from birth.

(c) See (i) (c) Above.

(d) Faith Jadusingh

8 Ravenscar Road

Bromley, Kent

OFFICE OF THE CONTRACTOR-GENERAL  
1ST FLOOR, PIOJ BUILDING  
16 OXFORD ROAD  
P.O. BOX 540  
KINGSTON 5, JAMAICA, W.I.

**Janice Chase**

5 Leslie Road, Custom House  
London E16 3AZ.

**Lloyd Dickens**

5 Fodem Close, Bull Bay District  
Bull Bay P.O.

12 **Inez Caroline Stewart**

Please see copy of my birth certificate attached.

13. Bank statement has been requested with respect to (a) to (m).

Please see copy at Appendix V.

(i)

- (a) Bank statement will indicate.
- (b) Bank statement will indicate.
- (c) Official visit to the UK.
- (d) To cover travelling, boarding and entertainment.
- (e) Lodgment in UK Bank Account.
- (f) See (e) above.

(ii) See responses to (i) above.

(a) (b) (c) (d) (e) (f) (g) See above.

14. (i) Yes.

- (a) Jonathan Danos.
- (b) Payment to travel agents.
- (c) For official visit to the UK.
- (d) Dates to be supplied.

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1ST FLOOR, PIOJ BUILDING  
16 OXFORD ROAD  
P.O. Box 540  
KINGSTON 5, JAMAICA, W.I.

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- (e) The payments were made in keeping with government's policy which allow for any entity to pay certain expenses for ministers and officials of ministries who travel to inspect their facilities and appraise their competence.
- (f) Supply of travel tickets and cash lodgment.
- (g) Payments lodged in Soho Road Account.
- (h) See listing provided.
- (i) Airline tickets to and from the UK. Train and Taxi in the UK.
- (j) Cash provided on account to cover local travel.
- (k) Inspection of plant and bridge components.
- (l) Jonathan Danos or authorized officer.
- (m) See 14 (e).
- (n) Gladstone Senior, Chief Engineer (Construction); Lloyd Bailey, Chief Engineer (Civil); Dothan Thomas, Lab Technician; Lloyd Dickens, Driver; Gladstone Howell, Maintenance contractor.
- (ii) See responses to 14 (i).

15. See Letter of Recommendation stamped June 29, 1999.

16. No.

17. No.

18. No.

(i) (ii) (iii) Does not apply.

19. Yes.

(i) Jonathan Danos

(ii) Since 1986

(iii) Over the period we became friends.

OFFICE OF THE CONTRACTOR GENERAL  
 1ST FLOOR, PIOJ BUILDING  
 16 OXFORD ROAD  
 P.O. BOX 540  
 KINGSTON 5, JAMAICA, W.I.

- 20. No.
- 21. No.
- 22. No.
- 23. No.
- 24. No.
- 25. No.
- 26. No.

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**OFFICE OF THE CONTRACTOR-GENERAL  
1ST FLOOR, PIOJ BUILDING  
16 OXFORD ROAD  
P.O. Box 540  
KINGSTON 5, JAMAICA, W.I.**

### LIST OF APPENDICES

- Appendix I Birth Certificate in response to response to Question No.1 and No.12.
- Appendix II Copy of letter dated May 18, 2000 in response to Question No. 3.
- Appendix III Copy of Job Description in response to Question No. 3.
- Appendix IV Letter of Request for Bank Statement in response to Question No. 13.
- Appendix V Letter of recommendation stamped June 29, 1999 in response to Question No. 15.

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OFFICE OF THE CONTRACTOR-GENERAL  
 1ST FLOOR, PIUJ BUILDING  
 16 OXFORD ROAD  
 P.O. BOX 540  
 KINGSTON 5, JAMAICA, W.I.





- 77 -

Office of the Minister of State

Phone: (876) 754-1900-1, 920-7022

Fax: (876) 960-7369

Email: hmos2@mtw.gov.jm

**MINISTRY OF TRANSPORT & WORKS**

138H Maxfield Avenue

Kingston 10

Jamaica, W.I.

June 22, 2009

Contractor General  
Office of the Contractor General  
PIOJ Building  
16 Oxford Road  
Kingston 5

**COPY**

**Attention: Ms. Latoya Harris**

Dear Madam:

Reference is made to responses that were resubmitted on June 17, 2009.

I hereby submit an amendment to the response to Question 2 as follows:

**Delete "I left the ministry prior to the award and signing of the contract" and insert the following:**

**"It is my understanding that the contract was signed in December 1999 and a variation was negotiated in June 2000. I left the ministry prior to the execution of the contract."**

Yours truly,

**Joseph U. Hibbert, MP  
Minister of State**

*[Handwritten signature]*  
June 22 09  
2:10 PM

*[Handwritten initials]*  
22-6-09  
12:15





- 78 -

Any reply or subsequent reference to this communication should be addressed to the Contractor-General and the following reference quoted:-

No. :

TELEPHONE No.: 876-929-8560/6466  
FAX No. : 876-929-2476  
E-mail: Lharris@ocg.gov.jm

OFFICE OF THE CONTRACTOR-GENERAL  
PIOJ Building  
16 Oxford Road  
P.O. Box 540  
KINGSTON 5  
JAMAICA, W.I.

July 27, 2009

Mr. Joseph Hibbert M.P.  
27 Tucker Avenue  
St. Andrew

COPY

Dear Mr. Hibbert:

**Re: Notice of Formal Requisition for Information and Documentation to be Supplied under the Contractor General Act – Conduct of Investigation – Concerning Allegations of Corruption and Irregularity Involving Government of Jamaica Contracts to Mabey and Johnson Limited**

We write further to our initial Requisition of May 27, 2009 to you in the captioned regard and the information and documentation which were provided by you in response thereto. The same was provided in and under cover of your letter which was dated June 17, 2009.

In the discharge of the mandates of the Contractor General under the Contractor General Act and in furtherance of the expressed powers which are reserved to him by the Act, the OCG, acting on behalf of the Contractor General, now hereby formally requires you to fully comply with the further and additional below-mentioned requisitions by providing all of the information and documentation which is demanded of you and to supply same in a sealed envelope, marked 'Confidential' and addressed to the Contractor General. **The envelope must be deposited at the reception desk of the Offices of the Contractor General, PIOJ Building, 16 Oxford Road, Kingston 5, no later than 3:00 PM in the afternoon on Monday, August 10, 2009.**

In responding to the below-mentioned requisitions or questions, you are respectfully asked to be guided by the following:

- (a) You must provide written responses to all of the requisitions or questions.
- (a) Your responses must be declared and certified by you before a Justice of the Peace to be complete, accurate and truthful. Your declaration must be in the form which is enclosed herewith.
- (b) All written responses which are provided by you must be provided in a single document and must be numbered in the same chronological sequence as the questions or requisitions to which they



relate. For example, your response to Requisition/Question #1 must be numbered '1', your answer to Requisition/Question #2 must be numbered '2', and so forth.

- (c) Any document which is supplied by you in support of a response must be properly labelled, numbered and marked to identify what it is and the requisition or question to which it relates.
- (d) An electronic copy of your written response must accompany the certified hardcopy. The electronic copy must be provided in a Microsoft word format on a single compact disk.
- (e) Should you mislead, resist, obstruct or hinder a Contractor General in the execution of his functions or fail to provide a complete, accurate and truthful response to any of the requisitions or questions which are set out below, you will become liable, *inter alia*, to criminal prosecution under Section 29 of the Contractor General Act.

### FURTHER AND ADDITIONAL REQUISITIONS/QUESTIONS

The following is an extract of a transcript of an interview on Nationwide News Network, which was aired on July 15, 2009:

***Question: Mr. Smith, when the Contractor General in Jamaica, said that he would look into the matter, you had initially expressed reservations about that process. And in fact we are going to just play for you what you had said in an interview.***

***Mr. Smith: No...no..no..I remember what I had said.***

***Commentator: No let's refresh the memories of the listeners...let's hear what Mr. Smith said in January about that investigation by the Contractor General.***

**CLIP OF MR. SMITH:**

***"Here is a situation where our client is being asked to assist in investigations which pointing fingers to others and for him to cast, its really impugning his Mr. Hibbert's character at this stage."***

***Question: If it is that Mr. Hibbert wants to clear his name wouldn't this further that cause as oppose to impugn him in any way?***

***Mr. Smith: No...It is the manner in which it was done. Because as I said from day one, Mr. Hibbert, even without my advice and counsel, met with the Contractor General, supplied the Contractor General with details of his association with Mabey & Johnson.***

***The Contractor General received the same documents that we got in November. There was no necessity for any public announcement because it was agreed. And don't forget the Contractor General is a lawyer you know. It was patently clear that no due diligence had been done.***



*What the Contractor should have done, and I still maintain that, is having regard to the fact that these names, the names of the holders of these accounts were never disclosed to him, having regard to the fact that he operating from Jamaica, has no locus standi to enquire into these accounts abroad and would not get the information anyway, he should have waited until the Serious Fraud Squad or Mabey & Johnson provides him with the information of the holders of the account to which these vast sums of money are alleged to have been lodged."*

1. In the context of the foregoing interview with Mr. Smith on July 15, 2009, please provide answers to the following questions:
  - i. Did you meet with the Contractor General, Mr. Greg Christie, with regard to the Office of the Contractor General's (OCG) Investigation into contracts awarded to Mabey & Johnson Ltd. prior to the OCG's initiation of the said investigation on January 7, 2009? If yes, please detail the following information:
    - (a) The date(s) on which you met with the Contractor General;
    - (b) The circumstances relating to the same;
    - (c) The name(s) and title(s) of the person(s) who were in attendance;
    - (d) The location(s) at which the meeting(s) was/were convened;
    - (e) Did you speak to the Contractor General, at any time, during the referenced time? If so, please provide the date(s) on which you held such conversation and the particulars of the same.
  - ii. Did you meet with the Contractor General, Mr. Greg Christie, at any point, during the period of January 8, 2009 to July 15, 2009? If yes, please detail the following information:
    - (a) The date(s) on which you met with the Contractor General;
    - (b) The circumstances relating to the same;
    - (c) The name(s) and title(s) of the person(s) who were in attendance;
    - (d) The location(s) at which the meeting(s) was/were convened;
    - (e) Did you speak to the Contractor General, at any time, during the referenced time? If so, please provide the date(s) on which you held such conversation and the particulars of the same.

Please provide documentary evidence, where possible, to substantiate your assertions/responses.



2. In your response to the OCG's Requisition, which was dated June 17, 2009, you stated that you have requested bank statements for your Barclays Bank Account and you further stated that "*the dates of payments have been requested of my Bank and will be forwarded as soon as they are received.*" Have you received the referenced information? If so, please provide a copy of the said documents and information.
3. In response to OCG's Requisition, which was dated June 17, 2009, you stated that "*The dates of payments have been requested of my Bank and will be forwarded as soon as they are received.*" Your response was with regard to the benefit(s) and/or payment(s) which were received by you from Mabey & Johnson Ltd. Kindly provide the banking information and statements for your Barclays Bank account and your National Commercial Bank of Jamaica Ltd. account to which lodgements were made by Mabey & Johnson Ltd., its Agent(s), Official(s), Officer(s), Employee(s) and/or anyone acting on its behalf.
4. Please provide an Executive Summary detailing all official overseas trips of which you were a member of the Ministry's official delegation. The summary should provide answers to the following questions and detail the information which is requested:
  - i. The date(s) of the trip(s);
  - ii. The name(s) of the Official(s) and/or Officer(s) who accompanied you;
  - iii. State whether the trip(s) was/were funded by Mabey & Johnson Ltd;
  - iv. State whether the Ministry provided a per diem to you, inclusive of the amount(s) allocated;
  - v. The particulars of the same;
  - vi. State whether you were authorised by the Government of Jamaica and/or the Ministry to accept a per diem and/or any other payment directly from any contractor.

Please provide documentary evidence, where possible, to substantiate your assertions/responses.

5. In your response to the OCG's Requisition, which was dated June 17, 2009, you stated that payments from Mabey & Johnson Ltd. were for the "*...out-of-pocket expenses for travel.*" and that these payments were received via the "*supply of travel tickets and cash lodgements.*" Please provide answers to the following questions detailing the information requested:
  - i. The name(s) and title(s) of the person(s) who made your travel arrangements;
  - ii. Did you personally pay for your airline tickets?



- iii. The rationale for money being lodged into your National Commercial Bank Ltd. account;
- iv. The rationale for money being lodged into your Barclay's Bank account;
- v. Where cash payment was received, please provide the name(s) and title(s) of the Mabey & Johnson Ltd. Agent, Employee and/or anyone acting on its behalf who delivered the cash to you.
6. Please provide the name(s) and title(s) of the Ministry Officials and/or Officers who were aware of the arrangements (i.e. ticketing information and funding agreement between Mabey & Johnson Ltd. and the Government of Jamaica and/or the Ministry) for your official trips to the United Kingdom.
7. Are you aware of any additional information which you believe could prove useful to this Investigation or is there any further statement in regard to the Investigation which you are desirous of placing on record? If yes, please provide full particulars of same.

We would like to thank you in advance for your full and anticipated cooperation in this endeavour.

Should you have any questions, please do not hesitate to contact me.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Latoya Harris', written over a horizontal line.

Latoya Harris,  
Special Investigator  
for and on behalf of the Contractor General

Enclosure -Form of Declaration



Any reply or subsequent reference to this communication should be addressed to the Contractor-General and the following reference quoted:-

REF. No.:11-03

TELEPHONE No. : 929-8560/6466

FAX No. : 929-2476

E-Mail: [Lharris@ocg.gov.jm](mailto:Lharris@ocg.gov.jm)

**OFFICE OF THE CONTRACTOR-GENERAL**

**PIOJ Building**

**16 Oxford Road**

**P.O. Box 540**

**KINGSTON 5**

**JAMAICA, W.I.**

**Form of Declaration**

**The Voluntary Declaration Act: Section 7: Declaration to be in form in Schedule:**

I, John Brown, do solemnly and sincerely declare as follows:

1. That I am [number] years of age and I reside and have my true place of abode at [address] in the parish of
2. That I have answered the questions posed and fulfilled the requisitions made to me in a letter from the Contractor-General dated July 28, 2009, completely, accurately and truthfully.

And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the Voluntary Declarations Act.

TAKEN and ACKNOWLEDGED )  
 by the said JOHN BROWN at [address] )  
                                   in the parish of )  
 on this            day of                    2008 )  
 in the presence of:                        )

\_\_\_\_\_  
JOHN BROWN

\_\_\_\_\_  
**JUSTICE OF THE PEACE**  
For the parish of:-

27 Tucker Avenue

Kingston 6

OFFICE OF THE CONTRACTOR-GENERAL  
1ST FLOOR, PIOJ BUILDING  
16 OXFORD ROAD  
P.O. BOX 540  
KINGSTON 5, JAMAICA, W.I.

August 7, 2009

Contractor General  
Office of the Contractor General  
PIOJ Building  
16 Oxford Road  
Kingston 5

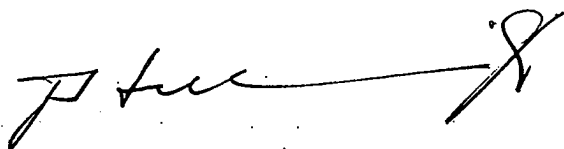
**CONFIDENTIAL**

Dear Sir:

I refer to your letter dated July 27, 2009.

Please find attached responses to questions posed together with completed Form of Declaration.

Yours truly,



Joseph U. Hibbert, MP

LH / MS / GE.

①

Aug - 10 / 2009  
2:35 PM

**RESPONSES TO QUESTIONS  
POSED BY  
CONTRACTOR GENERAL**

**RE: Allegations of Corruption and Irregularity  
Involving Government of Jamaica Contracts  
to  
Mabey and Johnson Limited**

**CONFIDENTIAL**

**OFFICE OF THE CONTRACTOR-GENERAL  
1ST FLOOR, PIOJ BUILDING  
16 OXFORD ROAD  
P.O. Box 540  
KINGSTON 5, JAMAICA, W.I.**

- 1. (i) No.
  - (a) Does not apply
  - (b) " " "
  - (c) " " "
  - (d) Does not apply
  - (e) No.

- (ii) No.
  - (a) Does not apply
  - (b) " " "
  - (c) " " "
  - (d) Does not apply
  - (e) No.

2. Letters of request and Bank Statements supplied are hereby attached - **Appendix 1.**

3. Details of the payments are provided in **Appendix I.**

4. Those details would be in the Ministry's records.

- (i) Dates to be provided by the Ministry.
- (ii) Lloyd Bailey, Gladstone Senior, Dothan Thomas.
- (iii) Trips were funded by Messrs. Mabey & Johnson Limited.
- (iv) The Ministry did not provide any funding of the trips.
- (v) Does not apply.
- (vi) No specific authority was necessary because this was the existing

2



OFFICE OF THE CONTRACTOR-GENERAL  
1ST FLOOR, PIOJ BUILDING  
16 OXFORD ROAD  
P.O. BOX 540  
KINGSTON 5, JAMAICA, W.I.

policy for such trips

- 5. (i) Johnathan Danos, General Sales Manager
- (ii) No
- (iii) It was inappropriate to accept cash payments therefore the lodgements into the account were payments of expenses in Jamaica on behalf of Mabey and Johnson.
- (iv) It was inappropriate to accept cash payments therefore the lodgements into the account were to cover expenses in the United Kingdom while on Government business.
- (vi) No cash payments were received.
- 6. Roger Clarke then Minister of Transport and Works  
Peter Phillips then Minister of Transport & Works  
Dr. Alwin Hales, Permanent Secretary, Ministry of Transport & Works  
Other Senior Officials.

**CONFIDENTIAL**

- 7. "I wish to place on record the following:
  - 1. I was not at any time an Agent for Mabey and Johnson prior to, during or after any contractual arrangement between Messrs. Mabey and Johnson and the Government of Jamaica;
  - 2. At no time was there any arrangement between Mabey and Johnson and myself for the payment of commission on any contracted sum for works to be executed by Mabey and Johnson for or on behalf of the Government of Jamaica.
  - 3. I first became aware of the existence of an Agents Commission Card at the Offices of Messrs. Mabey and Johnson bearing the name "Joe Hibbert" on Wednesday, December 10, 2008 when Mr. Sasi-Kanth Mallela, Solicitor of the Serious Fraud Office, U.K. provided my attorneys and myself with a copy of same.

(3)

4. The Agents Commission Card which bears the name state that a sum in excess of One Million Pounds Sterling (£1.0M) was lodged to a Leadenhall Bank and Trust Company Account.
5. I have no connection whatsoever with any such account.
6. I hereby request that you cause an investigation to be conducted into the holders and operators of the account into which monies were lodged by Messrs. Mabey and Johnson Limited.

OFFICE OF THE CONTRACTOR-GENERAL  
1ST FLOOR, PIOJ BUILDING  
16 OXFORD ROAD  
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KINGSTON 5, JAMAICA, W.I.

(A)

**Form of Declaration**

**The Voluntary Declaration Act: Section 7: Declaration to be in form in Schedule:**

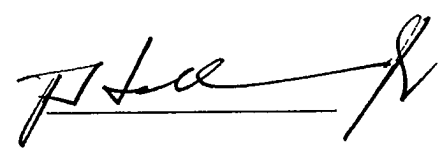
I, Joseph Uriah Hibbert, do solemnly and sincerely declare as follows:

- 1. That I am 61 years of age and I reside and have my true place of abode at 27 Tucker Avenue in the parish of St. Andrew
- 2. That I have answered the questions posed and fulfilled the requisitions made to me in a letter from the Contractor-General dated July 27, 2009, completely, accurately and truthfully.

And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the Voluntary Declarations Act.

**TAKEN and ACKNOWLEDGE**

by the said *Joseph Hibbert* at *20 Belmont Rd*  
*Kington 5* in the parish of *St Andrew*  
 on this <sup>th</sup>*10* day of *August* 2009 )  
 in the presence of: )

  
 \_\_\_\_\_  
**JOSEPH HIBBERT**

\_\_\_\_\_  
*Seslynn A. Russo JP*

**JUSTICE OF THE PEACE**

For the parish of:  
*St Andrew*

27 Tucker Avenue  
Kingston 6  
Jamaica

June 26, 2009

The Manager  
National Commercial Bank  
Duke Street  
Kingston

**CONFIDENTIAL**

Dear Sir/Madam:

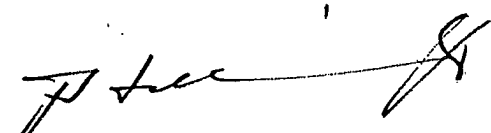
**RE: Account – J.U. Hibbert, No. 0641153153**

In order to respond to questions raised by the Contractor General's Department I would be grateful if you would furnish me with a copy of a bank statement.

This statement should include all lodgments and deductions from October 1, 1997 to June 30, 1998.

In the event that costs are involved kindly advise me accordingly.

Yours truly,

  
Joseph U. Hibbert

OFFICE OF THE CONTRACTOR-GENERAL  
1ST FLOOR, PIOJ BUILDING  
16 OXFORD ROAD  
P.O. Box 540  
KINGSTON 5, JAMAICA, W.I.

32



37 DUKE STREET, P.O. BOX 120 KINGSTON  
TELEGRAPHIC ADDRESS: NATKING  
Tel: 922-3940-9; 922-6250-9 922-6280-5  
Fax: (876) 922-4589  
e-mail: [ncbinfo@jncb.com](mailto:ncbinfo@jncb.com)  
Website: <http://www.jncb.com>

2009 July 01

Mr. Joseph Hibbert  
27 Tucker Avenue  
Kingston 6

Dear Mr. Hibbert

**Account #064883623**

We refer to your letter dated 2009 June 26 and enclose statements dated 1997 October 01 to 1998 June 30 as requested.

Thank you for banking with us.

Yours sincerely

  
**SUZZETTE JOHNSON (MISS)  
CUSTOMER SERVICE SUPERVISOR**

OFFICE OF THE CONTRACTOR GENERAL  
1ST FLOOR, PLOJ BUILDING  
16 OXFORD ROAD  
P.O. BOX 540  
KINGSTON 5, JAMAICA, W.I.

33

Date	Chq.No, Particulars	More		Balance
		Debit	Credit	
02.10/97	Cash	40000.00		6239.49
24.10/97	Salary		72718.26	78957.75
24.10/97	Cash	60000.00		18957.75
31.10/97	Interest		757.03	19714.78
31.10/97	W-Tax	189.25		19525.53
10.11/97	Cash	15000.00		4525.53
18.11/97	ABB Transaction	1000.00		3525.53
19.11/97	ATM WD Fee	5.75		3519.78
20.11/97	Advice		176967.86	180487.64
26.11/97	Salary		72718.27	253205.91

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*[Faint, illegible stamp or signature]*

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 KINGSTON 5, JAMAICA, W.I.

54

Date	Chq.No. Particulars	More		Balance
		Debit	Credit	
26.11/97	Cash	120000.00		133205.91
27.11/97	Cash	60000.00		73205.91
05.12/97	Cash	60000.00		13205.91
18.12/97	Salary		95133.46	108339.37
23.12/97	Cash	80000.00		28339.37
09.01/98	Cash	25000.00		3339.37
19.01/98	Salary		95133.45	98472.82
20.01/98	Cash	80000.00		18472.82
22.01/98	Advice		177665.04	196137.86
30.01/98	Cash	80000.00		116137.86

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*(Faint stamp with a signature over it)*

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 16 OXFORD ROAD  
 P.O. Box 540  
 KINGSTON 5, JAMAICA, W.I.

35

Date	Chq.No.	Particulars	More		Balance
			Debit	Credit	
06.02/98		Cash	80000.00		36137.86
19.02/98		Cash	30000.00		6137.86
24.02/98		Salary		95133.46	101271.32
27.02/98		Cash	80000.00		21271.32
04.03/98		Cash	15000.00		6271.32
18.03/98		Salary		95133.45	101404.77
19.03/98		Cash	80000.00		21404.77
24.03/98		Cash	15000.00		6404.77
06.04/98		Advice		177465.04	183869.81
07.04/98		Cash	70000.00		113869.81

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 KINGSTON 5, JAMAICA, W.I.

36



Date	Chq.No. Particulars	More		Balance
		Debit	Credit	
09.04/98	Cash	70000.00		43869.81
20.04/98	Cash	40000.00		3869.81
23.04/98	Salary		89999.71	93869.52
24.04/98	Cash	80000.00		13869.52
30.04/98	Interest		333.13	14202.65
30.04/98	W-Tax	83.28		14119.37
11.05/98	ABB Transaction	4000.00		10119.37
11.05/98	ABB Transaction	500.00		9619.37
12.05/98	ABB Transaction	4000.00		5619.37
12.05/98	ABB Transaction	500.00		5119.37

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 P.O. BOX 540  
 KINGSTON 5, JAMAICA, W.I.

37

Date	Chq.No.	Particulars	More		Balance
			Debit	Credit	
13.05/98		ATM WD Fee	5.75		5113.62
13.05/98		ATM WD Fee	5.75		5107.87
13.05/98		Advice	248923.66		254031.53
14.05/98		ATM WD Fee	5.75		254025.78
14.05/98		ATM WD Fee	5.75		254020.03
15.05/98		Cash	100000.00		154020.03
21.05/98		Cash	70000.00		84020.03
22.05/98		Salary	89999.70		174019.73
29.05/98		Cash	60000.00		114019.73
12.06/98		Cash	70000.00		44019.73

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 1ST FLOOR, PIOJ BUILDING  
 16 OXFORD ROAD  
 P.O. Box 540  
 KINGSTON 5, JAMAICA, W.I.

38

Name: HIBBERT:JOSEPH		PassBk Req'd	
Acct-No.: 064883623	Acct-Bal:	1356.69 JAM-\$	Acct.Status: Active atm77365
Acct-Type: RSAVE	Bal-Avail	1256.69	atm77365
		PBK. FILED	
		More	

Date	Chq.No.	Particulars	Debit	Credit	Balance
22.06/98		Cash	40000.00		4019.73
24.06/98		Salary		392287.30	396307.03
26.06/98		Cash	150000.00		246307.03

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 16 OXFORD ROAD  
 P.O. Box 540  
 KINGSTON 5, JAMAICA, W.I.

39



Any reply or subsequent reference to this communication should be addressed to the Contractor-General and the following reference quoted:-

Nó. :

TELEPHONE No.: 876-929-8560/6466  
FAX No. : 876-929-2476  
E-mail: Lharris@ocg.gov.jm

-97-  
=

**OFFICE OF THE CONTRACTOR-GENERAL**  
**PIOJ Building**  
**16 Oxford Road**  
**P.O. Box 540**  
**KINGSTON 5**  
**JAMAICA, W.I.**

June 1, 2009

Mr. Deryck Gibson  
C/o Deryck A. Gibson Ltd.  
7 Haining Road  
Kingston 5

**COPY**

Dear Mr. Gibson:

**Re: Notice of Formal Requisition for Information and Documentation to be Supplied under the Contractor General Act – Conduct of Investigation – Concerning Allegations of Corruption and Irregularity Involving Government of Jamaica Contracts to Mabey and Johnson Limited**

The Office of the Contractor General (OCG), acting on behalf of the Contractor General, has formally commenced an investigation into the allegations of corruption and irregularity involving Government contracts which were awarded to Mabey and Johnson Ltd.

As we will require your assistance and full cooperation to successfully conduct this investigation, it is very important that your attention is formally directed to the following provisions of the Contractor General Act:

- (1) Sections 4 (1) (a) (i) and (ii) which mandates the Contractor General, "... on behalf of Parliament- to monitor the award and the implementation of Government contracts with a view to ensuring that such contracts are awarded impartially and on merit (and that) the circumstances in which each contract is awarded ... do not involve impropriety or irregularity ...".
- (2) Section 4 (1) (b) which mandates the Contractor General, "... on behalf of Parliament- to monitor the grant, issue, suspension or revocation of any prescribed licence, with a view to ensuring that the circumstances of such grant, issue, suspension or revocation do not involve impropriety or irregularity and, where appropriate, to examine whether such licence is used in accordance with the terms and conditions thereof".
- (3) Section 15 (1) which prescribes the discretionary power of a Contractor General to conduct an investigation into any or all of the following matters:



- (a) "the registration of contractors";
  - (b) "tender procedures relating to contracts awarded by public bodies";
  - (c) "the award of any Government contract";
  - (d) "the implementation of the terms of any Government contract";
  - (e) "the circumstances of the grant, issue, use, suspension or revocation of any prescribed licence";
  - (f) "the practice and procedures relating to the grant, issue, suspension or revocation of prescribed licences".
- (4) Section 4 (2) (b) which prescribes the power of a Contractor General "to have access to all books, records, documents, stores or other property belonging to Government, whether in the possession of any officer of a Public Body or a contractor or any other person".
- (5) Section 4 (2) (d) which prescribes the power of a Contractor General "to have access to all books, records, documents or other property used in connection with the grant, issue, suspension or revocation of any prescribed licence whether in the possession of any public officer or any other person".
- (6) Section 4 (2) (e) which prescribes the power of a Contractor General "to have access to any premises or location where he has reason to believe that any such books, records, documents or other property as are referred to in paragraph (d) or any property which is the subject of a prescribed licence, may be found".
- (7) Section 4 (3) of the Act which prescribes the power of a Contractor General to "require any Public Body to furnish in such manner and at such times as may be specified by the Contractor General, information with regard to the award of any contract and such other information in relation thereto as the Contractor General may consider desirable".
- (8) Section 4 (4) which prescribes that, "For the purposes of paragraphs (d) and (e) of subsection (2) the Contractor-General shall have power to require any public officer or any other person to furnish in such manner and at such times as may be specified by the Contractor-General, information with regard to the grant, issue, suspension or revocation of any prescribed licence and such other information in relation thereto as the Contractor-General considers desirable".
- (9) Section 5 (1) which provides that, "In the exercise of the powers conferred upon him by this Act, a Contractor-General shall not be subject to the direction or control of any other person or authority".
- (10) Section 17 (1) which prescribes the power of a Contractor General "to adopt whatever procedure he considers appropriate to the circumstances of a particular case and, subject to the provisions of (the) Act, to obtain information from such person and in such manner and make such enquiries as he thinks fit".



- (11) Section 17 (2) which provides that “Nothing in this Act shall be construed as requiring a Contractor General to hold any hearing and, no person shall be entitled as of right to comment on any allegations or to be heard by a Contractor General”.
- (12) Section 18 (1) which prescribes the power of a Contractor General, “at any time, (to) require any officer or member of a public body or any other person who, in his opinion, is able to give any assistance in relation to the investigation of any matter pursuant to this Act, to furnish such information and produce any document or thing in connection with such matter as may be in his possession or under the control of that officer, member or other person”.
- (13) Section 18 (2) which prescribes the power of a Contractor General “to summon before him and examine on oath any person who has made representations to him or any officer, member or employee of a public body or any other person who, in the opinion of the Contractor General, is able to furnish information relating to the investigation – and such examination shall be deemed to be a judicial proceeding within the meaning of Section 4 of the Perjury Act”.
- (14) Section 18 (3) which provides that “For the purposes of an investigation under this Act, a Contractor General shall have the same powers as a Judge of the Supreme Court in respect of the attendance and examination of witnesses and the production of documents”.
- (15) Section 18 (4) which provides that “Any obligation to maintain secrecy or any restriction on the disclosure of information or the production of any document or paper or thing imposed on any person under the Official Secrets Act, 1911 to 1939 of the UK (or of any Act of Parliament of Jamaica replacing the same in its application to Jamaica) or, subject to the provisions of this Act, by any law (including a rule of law) shall not apply in relation to the disclosure of information or the production of any document or thing by that person to a Contractor General for the purpose of an investigation ...”.
- (16) Section 18 (5) which provides that “No person shall, for the purpose of an investigation, be compelled to give any evidence or produce any document or thing he could not be compelled to give or produce in proceedings in any court of law.”
- (17) Section 22 which provides that, “The proceedings of a Contractor-General shall not be rendered void for want of form”.
- (18) Section 29 which provides as follows:
- “Every person who –
- (a) willfully makes a false statement to mislead or attempts to mislead a Contractor General or any other person in the execution of his functions under this Act, or
  - (b) without lawful justification or excuse –



- (i) obstructs, hinders or resists a Contractor General or any other person in the execution of his functions under this Act; or
- (ii) fails to comply with any lawful requirement of a Contractor General or any other person under this Act, ....

shall be guilty of an offence ...”.

It is also instructive that you should note that there are Public Officers who are misguided in the belief that the aforementioned powers of the Contractor General, to monitor or to investigate the “award” of contracts etc., do not arise until the subject contract or licence/permit is actually awarded or issued, as the case may be. We are obliged to advise you that any such belief is unfounded and has no validity in law. In the case of *Lawrence v. Ministry of Construction (Works) and the A.G. (1991) 28 J.L.R. 265*, the Supreme Court of Jamaica was moved by way of originating summons, at the instance of the Contractor General, to rule on this very point. Mr. Justice Courtney Orr, in that case, held unequivocally as follows:

*“The proper interpretation of the (Contractor General) Act is one which empowers the Contractor General to monitor the pre-contract stages of government contracts and to obtain information from public bodies prior to the award of such contracts (my emphasis)... The ordinary meaning of the words of the statute in light of the context and grammar suggest no other interpretation”.*

In the discharge of the mandates of the Contractor General under the Contractor General Act and in furtherance of the expressed powers which are reserved to him by the Act, the OCG, acting on behalf of the Contractor General, now hereby formally requires you to fully comply with the below-mentioned requisitions by providing all of the information and documentation which is demanded of you and to supply same in a sealed envelope, marked ‘Confidential’ and addressed to the Contractor General. **The envelope must be deposited at the reception desk of the Offices of the Contractor General, PIOJ Building, 16 Oxford Road, Kingston 5, no later than 3:00 PM in the afternoon on Monday, June 22, 2009.**

In responding to the below-mentioned requisitions or questions, you are respectfully asked to be guided by the following:

- (a) You must provide written responses to all of the requisitions or questions.
- (b) Your responses must be declared and certified by you before a Justice of the Peace to be complete, accurate and truthful. Your declaration must be in the form which is enclosed herewith.
- (c) All written responses which are provided by you must be provided in a single document and must be numbered in the same chronological sequence as the questions or requisitions to which they relate. For example, your response to Requisition/Question #1 must be numbered ‘1’, your answer to Requisition/Question #2 must be numbered ‘2’, and so forth.
- (d) Any document which is supplied by you in support of a response must be properly labelled,



- numbered and marked to identify what it is and the requisition or question to which it relates.
- (e) **An electronic copy of your written response must accompany the certified hardcopy. The electronic copy must be provided in a Microsoft word format on a single compact disk.**
  - (f) Should you mislead, resist, obstruct or hinder a Contractor General in the execution of his functions or fail to provide a complete, accurate and truthful response to any of the requisitions or questions which are set out below, you will become liable, *inter alia*, to criminal prosecution under Section 29 of the Contractor General Act.

### REQUISITIONS / QUESTIONS

1. What is the extent of your knowledge of the contract(s) which was/were awarded to Mabey and Johnson Ltd. under the Government of Jamaica (GOJ) Bridge Building Programme during the period January 1990 to May 2009? Please provide a comprehensive statement to this question and provide documentary evidence, where possible, to substantiate your assertions/responses.
2. Kindly state whether Mr. Joseph Hibbert, who was during apart of the aforementioned period, the Chief Technical Director in the Ministry of Transport and Works (MTW), is the same Mr. Joseph Hibbert, who is now the State Minister, in the MTW.
3. Please provide an Executive Summary detailing the capacity, if any, in which you and/or Deryck A. Gibson Ltd. acted at the time of the award of contract(s) to Mabey and Johnson Ltd. by the then Ministry of Local Government and Works (MLGW), the then Ministry of Housing, Transport, Water and Works (MHTWW), and/or the Ministry of Transport and Works (MTW). The summary should provide answers to the following questions and detail the information which is requested:
  - i. Were you and/or Deryck A. Gibson Ltd, at any time, in respect of the contract(s) which was/were awarded to Mabey and Johnson Ltd., contracted by any Public Body(ies), which was/were involved in the (1) negotiations, (2) procurement, (3) award, (4) implementation, (5) variation and/or (6) execution of the contract(s) which was/were awarded to Mabey and Johnson Ltd.? If yes, please provide the following information:
    - (a) A detailed description of your and/or Deryck A. Gibson Ltd.'s role and responsibilities in respect of the contract(s) which was/were awarded to it by the Public Body(ies);
    - (b) The date(s) on which the contract(s) was/were awarded to you and/or Deryck A. Gibson Ltd.;
    - (c) The name(s) of the Public Body(ies) which awarded the contract(s).





- ii. Whether you and/or Deryck A. Gibson Ltd. acted as a Consultant and/or Project Manager in regard to any contract(s) which was/were awarded to Mabey and Johnson Ltd. and/or in respect of the GOJ Bridge Building Programme.
- iii. Were you and/or Deryck A. Gibson Ltd., at any time, an agent and/or representative of Mabey and Johnson Ltd. in respect of the (1) negotiations, (2) procurement, (3) award, (4) implementation, (5) execution and (6) variation of the contract(s) which was/were awarded to Mabey and Johnson Ltd.? If yes, please provide the following information:
  - (a) A detailed description of your and/or Deryck A. Gibson Ltd.'s role and responsibilities in respect of the (1) negotiations, (2) procurement, (3) award, (4) implementation, (5) execution and/or (6) variation of the contract(s) which was/were awarded to Mabey and Johnson Ltd.;
  - (b) The date(s) on which contact was made with you and/or Deryck A. Gibson Ltd. by any Public Body(ies) in respect of the contract(s) which was/were awarded to Mabey and Johnson Ltd.;
  - (c) The name(s) of the Public Body(ies) with which contact was made.
- iv. If the answer to 3 (i), 3(ii) and 3 (iii) above is no, please state the capacity(ies), if any, in which you and/or Deryck A. Gibson Ltd. acted in regard to the contract(s) which was/were awarded to Mabey and Johnson Ltd.
- v. Did you and/or Deryck A. Gibson Ltd., in any way, facilitate the award, implementation, execution and/or variation of the contract(s) which was/were awarded to Mabey and Johnson Ltd.? If yes, please provide particulars of the same.

Please provide documentary evidence, where possible, to substantiate your assertions/responses.

4. Have you and/or Deryck A. Gibson Ltd., ever received any benefit(s) and/or payment(s) in cash, or in kind, whether directly or indirectly, from Mabey & Johnson Ltd., its Agent(s), Official(s), Officer(s), Employee(s) and/or anyone acting on its behalf?
  - i. If yes, please provide the following information:
    - i. The date(s) on which you received such benefit(s) and/or payment(s);
    - ii. The nature of benefit(s) and/or payment(s) which was/were received by you;
    - iii. The name(s) of the individual(s) and/or entity(ies) from whom such benefit(s) and/or payment(s) was/were received;



- iv. The particulars of the benefit(s) and/or payment(s) which was/were received by you;
  - v. The value(s) and/or amount(s) of the benefit(s) and/or payment(s) which was/were received by you;
  - vi. The rationale, purpose, justification and/or reason for Mabey & Johnson Ltd., its Agent(s), Official(s), Officer(s), Employee(s) and/or anyone acting on its behalf making such payment(s) and/or providing you and/or Deryck A. Gibson Ltd. with such benefit(s).
- ii. If no, has any relative and/or any person acting on your behalf, received, whether directly or indirectly, any benefit(s), in cash or in kind, from Mabey & Johnson Ltd., its Agent(s), Official(s), Officer(s), Employee(s) and/or anyone acting on its behalf? If yes, please provide a comprehensive statement of all relevant particulars, inclusive of a description of the benefit(s) received. In any case where the benefit was received by a person who was acting on your behalf, please also provide the full name, profession and address of the person(s) and a description of the relationship which you have and/or have had with that person(s).
5. Did you and/or Deryck A. Gibson Ltd., at any time, have any bank account(s) with the National Commercial Bank of Jamaica Ltd.?
- i. If yes, please provide the following information:
    - (a) The account number(s);
    - (b) The date(s) on which the account(s) was/were opened;
    - (c) The date(s) on which the account(s) was/were closed;
    - (d) The branch at which each of the account(s) is/was held;
    - (e) The name(s) of the signatories to the account(s).
  - ii. If no, are you and/or were you, at any time, a signatory to any account which is/was held with the National Commercial Bank of Jamaica Ltd.? If yes, please provide (a) the particulars of the same, (b) the account number(s), (c) the date(s) on which such account(s) was/were opened and closed, and (d) the name(s) of the primary account holder(s).

Please provide documentary evidence, where possible, to substantiate your assertions/responses.

=104-



6. Were you and/or Deryck A. Gibson Ltd., at any point, an agent for Mabey & Johnson Ltd. during the period January 1990 to May 2009?

i. If yes, please provide the following information:

- (a) The capacity(ies) in which you and/or Deryck A. Gibson Ltd. worked;
- (b) The project(s) for which you and/or Deryck A. Gibson Ltd. were responsible and/or associated with;
- (c) The amount(s) of commission which was/were earned by you and/or Deryck A. Gibson Ltd.;
- (d) The means by which you and/or Deryck A. Gibson Ltd. received the said commission(s);
- (e) The manner in which payment(s) was/were made to you;
- (f) The date(s) on which you and/or Deryck A. Gibson Ltd. received the said commission(s);
- (g) The date(s) on which you and/or Deryck A. Gibson Ltd. worked on each project which has been identified;
- (h) The particulars of the same;
- (i) The name(s) and title(s) of the Mabey & Johnson Ltd. representative(s) with whom you interacted in regard to the project(s) identified and/or the commission(s) which was/were earned by you and/or Deryck A. Gibson Ltd..

ii. If no, please detail the nature and/or scope of your and/or Deryck A. Gibson Ltd. association and/or interaction with Mabey & Johnson Ltd., its Agent(s), Official(s), Officer(s) and/or Employee(s) during the referenced period.

Please provide documentary evidence, where possible, to substantiate your assertions/responses.

7. Did you and/or Deryck A. Gibson Ltd., at any time, work as an agent for and/or in collaboration with Mr. Joseph Hibbert for and/or on behalf of Mabey & Johnson Ltd. during the period January 1990- May 2009?

i. If yes, please provide the following information:



- (a) The date(s) on which you and/or Deryck A. Gibson Ltd. worked as an agent and/or in collaboration with Mr. Joseph Hibbert for and/or on behalf of Mabey & Johnson Ltd.;
- (b) The circumstances relating to the same;
- (c) Please detail the nature and/or scope of your association and/or interaction with Mr. Joseph Hibbert during the referenced period;
- (d) Kindly identify whether the referenced Mr. Joseph Hibbert is the current Minister of State in the MTW;
- (e) The amount(s) of commission which was/were earned by you and/or Deryck A. Gibson Ltd.;
- (f) The amount(s) of commission, if any, which was remitted to Mr. Joseph Hibbert;
- (g) The means by which you and/or Deryck A. Gibson Ltd. received the said commission;
- (h) The means by which Mr. Joseph Hibbert received the said commission;
- (i) The manner in which payment(s) was/were made to you and/or Deryck A. Gibson Ltd.;
- (j) The manner in which payment(s) was/were made to Mr. Joseph Hibbert;
- (k) The date(s) on which you received the said commission;
- (l) The date(s) on which the said commission was paid to Mr. Joseph Hibbert;
- (m) The project(s) for which you and/or Deryck A. Gibson Ltd. were responsible and/or associated with;
- (n) The name(s) and title(s) of the Mabey & Johnson Ltd. representative(s) with whom you interacted in regard to the project(s) identified;
- (o) Please state whether any of the project(s) which you have identified involved a GOJ contract, partnership and/or commercial agreement. If so, please provide the particulars of the same;
- (p) The name(s) and title(s) of the Public Officer(s), Official(s) and/or Employee(s) with whom you interacted in regard to the project(s) identified.



ii. If no, please provide the following information:

- (a) Did you and/or Deryck A. Gibson Ltd., at any time, receive any form of commission and/or payment(s) from Mabey & Johnson Ltd., its Agent(s), Official(s), Officer(s), Employee(s) and/or anyone acting on its behalf?
- (b) Please detail the nature and/or scope of your association and/or interaction with Mr. Joseph Hibbert during the referenced period;
- (c) Please state whether your said relationship and/or association with Mr. Joseph Hibbert involved any project(s) which involved Mabey & Johnson Ltd., its Agent(s), Official(s), Officer(s), Employee(s) and/or anyone acting on its behalf;
- (d) The date(s) on which you and/or Deryck A. Gibson Ltd. were engaged in any project(s) with Mr. Joseph Hibbert;
- (e) Please state whether any of the project(s) which you have identified involved a GOJ contract, partnership and/or commercial agreement. If so, please provide the particulars of the same;
- (f) The name(s) and title(s) of the Public Officer(s), Official(s) and/or Employee(s) with whom you interacted in regard to the project(s) identified;
- (g) Please state whether you and/or Deryck A. Gibson Ltd. received and/or made any payment(s) to Mr. Joseph Hibbert for and on behalf of Mabey & Johnson Ltd., its Agent(s), Official(s), Officer(s), Employee(s) and/or anyone acting on its behalf.

Please provide documentary evidence, where possible, to substantiate your assertions/responses.

8. Are you and/or Deryck A. Gibson Ltd. familiar and/or associated with any of the following persons:

- A. B. Ashworth;
- B. Lloyd Dickens;
- C. G. Howell;
- D. D. Thomas.

i. If yes, please provide the following information:

- (a) Please provide a description of the relationship which you and/or Deryck A. Gibson Ltd. have and/or have had with each person;



- (b) Detail the nature of your and/or Deryck A. Gibson Ltd.'s relationship with each of the named individuals;
- (c) The date(s) on which you and/or Deryck A. Gibson Ltd. became familiar with each individual and the circumstances relating to the same;
- (d) The length of time that you have known and/or been associated with each individual;
- (e) Please provide an address for each of the individuals with whom you are familiar.

Please provide documentary evidence, where possible, to substantiate your assertions/responses.

9. Did you receive any payment from Mabey & Johnson Ltd., its Agent(s), Employee(s), Officer(s), Official(s) and/or anyone acting on its behalf, on the following dates:

- (a) January 1, 1994;
- (b) August 20, 1997;
- (c) February 2, 1998;
- (d) July 2, 2000;
- (e) March 21, 2004;
- (f) July 9, 2004;
- (g) November 10, 2004;
- (h) May 21, 2004;
- (i) May 26, 2005;
- (j) July 25, 2005.

i. If yes, please provide the following information:

- (a) The name(s) and title(s) of the person(s) and/or entity(ies) from whom you and/or Deryck A. Gibson Ltd. received such payment(s);
- (b) The particulars of the payment(s);
- (c) The circumstances relating to the same;
- (d) The reason(s) for the payment(s);
- (e) The means by which you and/or Deryck A. Gibson Ltd. received the said payment(s);
- (f) The manner in which payment(s) was/were made to you and/or Deryck A. Gibson Ltd.



ii. If no, did you and/or Deryck A. Gibson Ltd., receive any payment(s) from Mabey & Johnson Ltd., its Agent(s), Employee(s), Officer(s), Official(s) and/or anyone acting on its behalf, around the time of the dates which have been identified above? If yes, please provide the following information:

- (a) The name(s) and title(s) of the person(s) and/or entity(ies) from whom you and/or Deryck A. Gibson Ltd. received such payment(s);
- (b) The particulars of the payment(s);
- (c) The circumstances relating to the same;
- (d) The date(s) on which you and/or Deryck A. Gibson Ltd. received the payment(s);
- (e) The reason(s) for the payment(s);
- (f) The means by which you and/or Deryck A. Gibson Ltd. received the said payment(s);
- (g) The manner in which payment(s) was/were made to you and/or Deryck A. Gibson Ltd.

Please provide documentary evidence, where possible, to substantiate your assertions/responses.

10. Did Mabey & Johnson Ltd., its Agent(s), Employee(s), Officer(s), Official(s), and/or anyone acting on its behalf, at any time, pay for any airline ticket(s) for you and/or provide you with any entertainment money during the period January 1990- May 2009?

i. If yes, please provide the following information:

- (a) The name(s) and title(s) of Mabey & Johnson Ltd. Employee(s), Officer(s), Official(s), its Agent and/or anyone acting on its behalf, which was/were responsible for making such payment(s) and/or travel arrangement(s);
- (b) The particulars of the payment(s);
- (c) The circumstances relating to the same;
- (d) The date(s) on which you received the payment(s);
- (e) The reason(s) for the payment(s);
- (f) The means by which you received the said payment(s);



- (g) The manner in which payment(s) was/were made to you;
  - (h) The date(s) of travel;
  - (i) The particulars of the travel arrangement(s);
  - (j) The circumstances relating to the same;
  - (k) The reason(s) for travel;
  - (l) The name(s) and title(s) of the person(s) and/or entity(ies) whom made the travel arrangement(s) and/or payment(s);
  - (m) The rationale, purpose, justification and/or reason behind Mabey & Johnson Ltd., its Agent(s), Employee(s), Officer(s), Official(s) and/or anyone acting on its behalf, paying for such travel;
  - (n) The name(s) and title(s) of any person with whom you traveled.
- ii. Are you aware of any circumstance in which Mabey & Johnson Ltd., its Agent(s), Employee(s), Officer(s) and/or Official(s) paid for any GOJ Official(s) and/or Employee(s) travel and/or entertainment expense during the period January 1990 – May 2009? If yes, please provide the following information:
- (a) The name(s) and title(s) of the GOJ Official(s) and/or Employee(s);
  - (b) The particulars of the payment(s);
  - (c) The circumstances relating to the same;
  - (d) The date(s) on which the payment(s) was/were made;
  - (e) The reason(s) for the payment(s);
  - (f) The means by which the said payment(s) was/were received;
  - (g) The manner in which payment(s) was/were made;
  - (h) The date(s) of travel;
  - (i) The particulars of the travel arrangement(s);
  - (j) The circumstances relating to the same;





- (k) The reason(s) for travel;
- (l) The rationale, purpose, justification and/or reason behind Mabey & Johnson Ltd., its Agent(s), Employee(s), Officer(s), Official(s), and/or anyone acting on its behalf paying for such travel;
- (m) The name(s) and title(s) of Mabey & Johnson Ltd. Employee(s), Officer(s), Official(s), its Agent and/or anyone acting on its behalf, who was/were responsible for making such payment(s) and/or travel arrangement(s).

Please provide documentary evidence, where possible, to substantiate your assertions/responses.

11. Did you and/or Deryck A. Gibson Ltd., at any time, pay for any airline ticket(s) and/or provide any entertainment money to any Public Officer(s), Official(s) and/or Employee(s) during the period January 1990- May 2009?
  - i. If yes, please provide the following information:
    - (a) Detail whether these payment(s) was/were made for and/or on behalf of Mabey & Johnson Ltd., its Agent(s), Employee(s), Officer(s), Official(s), and/or anyone acting on its behalf;
    - (b) State whether you and/or Deryck A. Gibson Ltd. was/were reimbursed for the travel expense(s) incurred by Mabey & Johnson Ltd., its Agent(s), Employee(s), Officer(s), Official(s), and/or anyone acting on its behalf;
    - (c) The rationale, purpose, justification and/or reason behind you and/or Deryck A. Gibson Ltd. making such travel arrangements and/or payment(s);
    - (d) The name(s) and title(s) of Public Officer(s), Official(s) and/or Employee(s);
    - (e) The particulars of the payment(s) which was/were made to the Public Officer(s), Official(s) and/or Employee(s);
    - (f) The circumstances relating to the same;
    - (g) The date(s) on which the payment(s) was/were made to the Public Officer(s), Official(s) and/or Employee(s);
    - (h) The reason(s) for the payment(s);
    - (i) The means by which the said payment(s) was/were received by the Public Officer(s), Official(s) and/or Employee(s);



- (j) The manner in which payment(s) was/were made to the Public Officer(s), Official(s) and/or Employee(s);
- (k) The date(s) of travel;
- (l) The particulars of the travel arrangement(s);
- (m) The circumstances relating to the same;
12. Did you and/or Deryck A. Gibson Ltd., in any way, (a) recommend, (b) influence and/or (c) approve the arrangement and/or contract(s) with Mabey & Johnson Ltd.? If yes, please provide all relevant particulars.
13. Did any of the principals, shareholders, directors, partners, officers and/or employees of Mabey & Johnson Ltd., or anyone acting on its behalf, approach you, and/or any public official, soliciting assistance in getting approval for any of the contract(s) which was/were awarded to Mabey & Johnson Ltd.? If yes, please provide a comprehensive statement of all relevant particulars, inclusive of the name of the relevant principals, shareholders, directors, partners, officers and/or employees of Mabey & Johnson Ltd., the date(s) assistance was/were sought and the nature of the assistance sought.
14. Did any of the principals, shareholders, directors, partners, officers and/or employees of Deryck A. Gibson Ltd., or anyone acting on its behalf, approach any public official, soliciting assistance in getting approval for any of the contract(s) which was/were awarded to Mabey & Johnson Ltd.? If yes, please provide a comprehensive statement of all relevant particulars, inclusive of the name of the relevant principals, shareholders, directors, partners, officers and/or employees of Mabey & Johnson Ltd., the date(s) assistance was/were sought, and the nature of the assistance sought.
15. Did any of the officials, officers and/or employees of the then Ministry of Local Government and Works (MLGW), the then Ministry of Housing, Transport, Water and Works (MHTWW), and/or the Ministry of Transport and Works (MTW), or anyone acting on its behalf, approach any of the principals, shareholders, directors, partners, officers and/or employees of Deryck A. Gibson Ltd. and/or Mabey & Johnson Ltd., or anyone acting on its behalf, soliciting any benefit(s) to ensure the approval of any of the contract(s) which was/were awarded to Mabey & Johnson Ltd.? If yes, please provide a comprehensive statement of all relevant particulars, inclusive of the name of the relevant officials, officers and/or employees, the date(s) benefit(s) was/were sought, and the nature of the benefit(s) sought.
16. Do you know, or do you have, or have you had a personal, business or other relationship with, any of the principals, shareholders, directors, partners, officers and/or employees of Mabey & Johnson Ltd., and/or anyone acting on its behalf? If yes, please indicate:



- i. The full name of the Mabey & Johnson Ltd. Representative and his/her relationship with Mabey & Johnson Ltd.;
  - ii. The length of time that you have known the Mabey & Johnson Ltd. Representative;
  - iii. A full description of the nature of the relationship between yourself and the Mabey & Johnson Ltd. Representative.
17. Do you know, or do you have, or have you had a personal, business or other relationship with, any of the officials, officers and/or employees of then Ministry of Local Government and Works (MLGW), the then Ministry of Housing, Transport, Water and Works (MHTWW), and/or the Ministry of Transport and Works (MTW) and/or anyone acting on its behalf? If yes, please indicate:
- i. The full name of the then MLGW, MHTWW and/or the MTW Representative and his/her relationship with Mabey & Johnson Ltd. and/or Deryck A. Gibson Ltd.;
  - ii. The length of time that you have known the then MLGW, MHTWW and/or the MTW Representative;
  - iii. A full description of the nature of the relationship between yourself and the then MLGW, MHTWW and/or the MTW Representative.
18. Have you and/or any person acting on your behalf, received, whether directly or indirectly, any benefit(s), in cash or in kind, as a result of your involvement in and/or association with the granting and/or approval of any of the contract(s) to Mabey & Johnson Ltd.? If yes, please provide a comprehensive statement of all relevant particulars, inclusive of a description of the benefit(s) received. In any case where the benefit was received by a person who was acting on your behalf, please also provide the full name, profession and address of the person(s) and a description of the relationship which you have had with that person(s).
19. Have any of your relatives, friends and/or associates benefited, either directly or indirectly, in cash or in kind, as a result of your involvement in and/or association with the with the granting and/or approval of any of the contract(s) which was/were awarded to Mabey & Johnson Ltd.? If yes, please provide a comprehensive statement of all relevant particulars, inclusive of the full name, profession and address of the relative, friend or associate and a description of the benefit(s) received.
20. Do you know of any other Public Official/Officer or Employee (former or present), or anyone acting on his/her behalf, who has received, either directly or indirectly, any benefit(s), whether in cash or in kind, by virtue of the grant and/or approval of any of the contract(s) which was/were awarded to Mabey & Johnson Ltd.? If yes, please provide a comprehensive statement of all



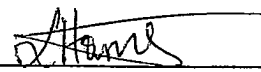
relevant particulars, inclusive of the name of the Public Official/Officer or Employee, his/her job title and function, the name of the recipient(s) and a description of the benefit(s) received.

21. Are you aware of any relative, friend and/or associate of any Public Official/Officer or Employee (former or present), who has benefited, either directly or indirectly, in cash or in kind, as a result of the Public Official's/Officer's or Employee's involvement in and/or association with the grant and/or approval of any of the contract(s) which was/were awarded to Mabey & Johnson Ltd.? If yes, please provide a comprehensive statement of all relevant particulars, inclusive of the full name of the Public Official/Officer or Employee, his/her job title and function, the full name of the relative, friend or associate and a description of the benefit(s) received.
22. Are you aware of any arrangements which are presently subsisting for any of the persons who are referenced in Requisitions/Questions #18 through #21 to receive any future benefit(s) in respect of the grant and/or approval of a contract to Mabey & Johnson Ltd., whether same has been expressed to be in cash or in kind? If yes, please provide a comprehensive statement of all relevant particulars, inclusive of the name of the intended recipient(s) and the description of the benefit(s) which is/are to be received.
23. Are you aware of any additional information which you believe could prove useful to this Investigation or is there any further statement in regard to the Investigation which you are desirous of placing on record? If yes, please provide full particulars of same.

We would like to thank you in advance for your full and anticipated cooperation in this endeavor.

Should you have any questions, please do not hesitate to contact me.

Yours sincerely,

  
\_\_\_\_\_  
Latoya Harris,  
Senior Special Investigator  
for and on behalf of the Contractor General

Enclosure -Form of Declaration

-114-



Any reply or subsequent reference to this communication should be addressed to the Contractor-General and the following reference quoted:-

REF. No.:11-03  
TELEPHONE No. : 929-8560/6466  
FAX No. : 929-2476  
E-Mail: [Lharris@ocg.gov.jm](mailto:Lharris@ocg.gov.jm)

**OFFICE OF THE CONTRACTOR-GENERAL**  
**PIOJ Building**  
**16 Oxford Road**  
**P.O. Box 540**  
**KINGSTON 5**  
**JAMAICA, W.I.**

**Form of Declaration**

**The Voluntary Declaration Act: Section 7: Declaration to be in form in Schedule:**

I, John Brown, do solemnly and sincerely declare as follows:

- 1. That I am [number] years of age and I reside and have my true place of abode at [address] in the parish of
- 2. That I have answered the questions posed and fulfilled the requisitions made to me in a letter from the Contractor-General dated June 1, 2009, completely, accurately and truthfully.

And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the Voluntary Declarations Act.

TAKEN and ACKNOWLEDGED )  
 by the said JOHN BROWN at [address] )  
   in the parish of )  
 on this            day of                    2008 )                    \_\_\_\_\_  
 in the presence of:                    )                    JOHN BROWN

\_\_\_\_\_  
**JUSTICE OF THE PEACE**  
**For the parish of:-**

**VOLUNTARY DECLARATION OF DERYCK GIBSON**

IN THE MATTER OF A NOTICE OF FORMAL REQUISITION FOR INFORMATION AND DOCUMENTATION UNDER THE CONTRACTOR-GENERAL ACT CONCERNING ALLEGATIONS OF CORRUPTION AND IRREGULARITY INVOLVING GOVERNMENT OF JAMAICA CONTRACTS TO MABEY & JOHNSON LIMITED

1. I, **Deryck Gibson** do solemnly and sincerely declare that my address for the purpose of this declaration is at 7 Haining Road, Kingston 5 in the parish of Saint Andrew and I make this declaration conscientiously believing same to be true and by virtue of the Voluntary Declarations Act.
2. That my response to the requisitions and questions contained in a letter dated 1<sup>st</sup> June 2009 from the Office of the Contractor General is set out in the Schedule hereunder.

OFFICE OF THE CONTRACTOR-GENERAL  
1ST FLOOR, PIOJ BUILDING  
16 OXFORD ROAD  
P.O. Box 540  
KINGSTON 5, JAMAICA, W.I.

**SCHEDULE**

- Q1. What is the extent of your knowledge of the contract(s) which was/were awarded to Mabey and Johnson Ltd. under the Government of Jamaica (GOJ) Bridge Building Programme during the period January 1990 to May 2009? Please provide a comprehensive statement to this question and provide documentary evidence, where possible, to substantiate your assertions/responses.
  - A. Deryck A Gibson Limited (DAGL) acted as agent for Mabey and Johnson Limited (hereafter called Mabey Johnson) from 1989 to 2006. As managing director of DAGL, I am aware of the contracts awarded to Mabey and Johnson Limited during the period from January 1990 to December 2006 known as the Rural Bridge Program. The contracts were in two phases/programs. Phase I which commenced in 1993 and ending in 2000 was done in a partnership between Mabey Johnson and Kier & Company (Caribbean

3

Construction Company). This phase was negotiated directly by Mabey Johnson and Kier & Company. For Phase II all negotiations between the Government of Jamaica and Mabey Johnson were conducted directly by Mabey Johnson's sales manager and executives. Further an employee of Mabey Johnson, Mr. Barry Joyce was sent out to work in Jamaica on the project and he was paid by Mabey Johnson direct. DAGL's role as agent was to make contact, arrange meetings, pass on technical information responding to queries and concerns raised by Ministry/National Works Agency officials for which DAGL was paid a negotiated commission. In Phase II DAGL also provided Mabey Johnson with furnished offices in Jamaica for its operations and DAGL's services as agent were remunerated by the negotiated commission. A copy of the representative contract between Mabey Johnson and DAGL was formalized in 2003 and a copy of that agreement and an earlier letter dated 1<sup>st</sup> December 1991 confirming DAGL as agent for Mabey Johnson are attached.

Q2. Kindly state whether Mr. Joseph Hibbert, who was during a part of the aforementioned period; the Chief Technical Director in the Ministry of Transport and Works (MTW), is the same Mr. Joseph Hibbert, who is now the State Minister, in the MTW.

A. During Phase I of the Project, Mr. Joseph Hibbert was the chief technical director of MTW, and so far as I am aware it is the same Joseph Hibbert who is now the Minister of State in the MTW.

Q3. Please provide an Executive Summary detailing the capacity, if any, in which you and/or Deryck A. Gibson Ltd. acted at the time of the award of contract(s) to Mabey and Johnson Ltd. by the then Ministry of Local Government and Works (MLGW), the then Ministry of Housing, Transport, Water and Works (MHTWW), and/or the Ministry of Transport and Works (MTW). The summary should provide answers to the following questions and detail the information which is requested:

i. Were you and/or Deryck A. Gibson Ltd, at any time, in respect of the contract(s) which was/were awarded to Mabey and Johnson Ltd., contracted by any Public Body(ies), which was/were involved in the (1) negotiations, (2) procurement, (3) award, (4)

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4

implementation, (5) variation and/or (6) execution of the contract(s) which was/were awarded to Mabey and Johnson Ltd.? If yes, please provide the following information:

- (a) A detailed description of your and/or Deryck A. Gibson Ltd's role and responsibilities in respect of the contract(s) which was/were awarded to it by the Public Body(ies);
- (b) The date(s) on which the contract(s) was/were awarded to you and/or Deryck A. Gibson Ltd.;
- (c) The name(s) of the Public Body (ies) which awarded the contract(s).

A: No. Deryck Gibson and/or DAGL were not contracted to any public body nor was any contract awarded to DAGL or Deryck Gibson by any of the Government Ministries mentioned. As to the role and responsibilities of DAGL see answer to Q1.

Q3ii. Whether you and/or Deryck A. Gibson Ltd. acted as a Consultant and/or Project Manager in regard to any contract(s) which was/were awarded to Mabey and Johnson Ltd. and/or in respect of the GOJ Bridge Building Programme.


A. Neither Deryck Gibson nor DAGL acted as consultant or project manager in respect of the contract(s) entered into by Mabey Johnson and the Government. Mabey Johnson had its own project manager and technical consultant in Mr. Barry Joyce who was employed by Mabey Johnson and negotiation of the contract(s) were handled by Mabey Johnson executives.

Q3iii. Were you and/or Deryck A. Gibson Ltd., at any time, an agent and/or representative of Mabey and Johnson Ltd. in respect of the (1) negotiations, (2) procurement, (3) award, (4) implementation, (5) execution and (6) variation of the contract(s) which was/were awarded to Mabey and Johnson Ltd.? If yes, please provide the following information:

- (a) A detailed description of your and/or Deryck A. Gibson Ltd's role and responsibilities in respect of the (1) negotiations, (2) procurement, (3) award, (4) implementation, (5) execution and/or (6) variation of the contract(s) which was/were awarded to Mabey and Johnson Ltd.;

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3





A. DAGL represented Mabey Johnson as agent, but not in respect of the headings indicated in section Q3iii. The negotiation, procurement, award, execution and variation of the contract(s) awarded to Mabey Johnson were handled by its sales manager Jonathan Danos and its executives out of England.

Q3iii(b) The date(s) on which contact was made with you and/or Deryck A. Gibson Ltd. by any Public Body (ies) in respect of the contract(s) which was/were awarded to Mabey and Johnson Ltd.;

A. Dates of DAGL's first contract with Mabey Johnson goes back to 1989 just after hurricane Gilbert and the representation continued through to Phase 1 and Phase II of the Rural Bridge Programme until DAGL was terminated as agent by Mabey Johnson at the end of 2006.

Q3iii (c) The name(s) of the Public Body (ies) with which contact was made.

A. Contact was made with the Ministry of Transport and Works

Q3iii iv. If the answer to 3 (i), 3(ii) and 3 (iii) above is no, please state the capacity(ies), if any, / in which you and/or Deryck A. Gibson Ltd. acted in regard to the contract(s) which was/were awarded to Mabey and Johnson Ltd.

A. DAGL acted as agent for Mabey Johnson. See answer to Q1.

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Q3iiiv. Did you and/or Deryck A. Gibson Ltd., in any way, facilitate the award, implementation, execution and/or variation of the contract(s) which was/were awarded to Mabey and Johnson Ltd.? If yes, please provide particulars of the same.

Please provide documentary evidence, where possible, to substantiate your assertions/responses.

A. See answer to Q1. DAGL had nothing to do with the negotiation, award, execution and/or

6

- 1/9 -

variation of the contract(s) which were matters dealt with directly by Mabey and Johnson.

Q4. Have you and/or Deryck A. Gibson Ltd., ever received any benefit(s) and/or payment(s) in cash, or in kind, whether directly or indirectly, from Mabey & Johnson Ltd., its Agent(s), Official(s), Officer(s), Employee(s) and/or anyone acting on its behalf?

A. See previous answer to Q1 above.

Q4i. If yes, please provide the following information:

i. The date(s) on which you received such benefit(s) and/or payment(s);

A. DAGL was paid commissions by Mabey Johnson for services rendered as agent as stipulated in the representative agreement between Mabey Johnson and DAGL. Payment of commission to DAGL had nothing whatsoever to do with the matters being investigated, as DAGL was a representative of Mabey Johnson and such commissions were matters negotiated and agreed between them and did not concern any public official or body.

Q4 ii The nature of benefit(s) and/or payment(s) which was/were received by you;

A. See answer above .

Q4iii. The name(s) of the individual(s) and/or entity (ies) from whom such benefit(s) and/or payment(s) was/were received;

A. Commissions were received by DAGL from Mabey Johnson during the period that DAGL represented Mabey Johnson. These were negotiated and paid pursuant to the terms of the agreement made between Mabey Johnson and DAGL whereby DAGL acted as representative for Mabey Johnson. Payment of commission to DAGL had nothing

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whatsoever to do with the matters being investigated, as DAGL was a representative of Mabey Johnson and such commissions were matters negotiated and agreed between them and did not concern any public official or body.

Q4iv. The particulars of the benefit(s) and/or payment(s) which was/were received by you;

A. See above

Q4v. The value(s) and/or amount(s) of the benefit(s) and/or payment(s) which was/were received by you;

A. See above

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Q4vi. The rationale, purpose, justification and/or reason for Mabey & Johnson Ltd., its Agent(s), Official(s), Officer(s), Employee(s) and/or anyone acting on its behalf making such payment(s) and/or providing you and/or Deryck A. Gibson Ltd. with such benefit(s).

A. See above

Q4ii. If no, has any relative and/or any person acting on your behalf, received, whether directly or indirectly, any benefit(s), in cash or in kind, from Mabey & Johnson Ltd., its Agent(s), Official(s), Officer(s), Employee(s) and/or anyone acting on its behalf? If yes, please provide a comprehensive statement of all relevant particulars, inclusive of a description of the benefit(s) received. In any case where the benefit was received by a person who was acting on your behalf, please also provide the full name, profession and address of the person(s) and a description of the relationship which you have and/or have had with that person(s).

Q5. Did you and/or Deryck A. Gibson Ltd., at any time, have any bank account(s) with the National Commercial Bank of Jamaica Ltd.?

A. Yes, DAGL had a bank account with National Commercial Bank of Jamaica Ltd in the late 1980's and early 1990's which ceased to be operated when DAGL's indebtedness

was called by the Bank. DAGL currently maintains an account with National Commercial Bank of Jamaica Ltd to take care of salary disbursements to staff. These accounts had nothing to do with the Phases I and II of the Rural Bridge Program. Further the dormant account is over 10 years old and DAGL has not located any records for same.

DAGL has been informed however that Mabey Johnson operated an account with National Commercial Bank of Jamaica Ltd with respect to Phase 1 of the Rural Bridge Program. DAGL was not a signatory or party to that account and has no details concerning same.

Q5i If yes, please provide the following information:

- (a) The account number(s);
- (b) The date(s) on which the account(s) was/were opened;
- (c) The date(s) on which the account(s) was/were closed;
- (d) The branch at which each of the account(s) is/was held;
- (e) The name(s) of the signatories to the account(s).

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A. See previous answer.

Q5ii. If no, are you and/or were you, at any time, a signatory to any account which is/was held with the National Commercial Bank of Jamaica Ltd.? If yes, please provide (a) the particulars of the same, (b) the account number(s), (c) the date(s) on which such account(s) was/were opened and closed, and (d) the name(s) of the primary account holder(s).

Please provide documentary evidence, where possible, to substantiate your assertions/responses.

6. Were you and/or Deryck A. Gibson Ltd., at any point, an agent for Mabey & Johnson Ltd. during the period January 1990 to May 2009?

Q6i If yes, please provide the following information:

Q6i (a) The capacity (ies) in which you and/or Deryck A. Gibson Ltd. worked;

8

A. DAGL was the agent/representative for Mabey Johnson during the period January 1990 to December 2006.

Q6i (b) The project(s) for which you and/or Deryck A. Gibson Ltd. were responsible and/or associated with;

A. As representative of Mabey Johnson DAGL was associated with Phase 1 and Phase II of the Rural Bridge Program

Q6i (c) The amount(s) of commission which was/were earned by you and/or Deryck A. Gibson Ltd;

A. See previous answers.

Q6i (d) The means by which you and/or Deryck A. Gibson Ltd. received the said commission(s);

A. Commissions were paid by Mabey Johnson to DAGL either by wire transfer or cheque.

Q6i (e) The manner in which payment(s) was/were made to you;

A. As answered above.

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Q6i (f) The date(s) on which you and/or Deryck A. Gibson Ltd. received the said commission(s);

A. Commissions were paid by Mabey Johnson to DAGL going back over a period of 20 years from 1989-2006. This will have to be researched to ascertain the dates asked for but in any event these payments had nothing whatsoever to do with the matters being investigated as DAGL was a representative of Mabey Johnson and such commissions were matters negotiated and agreed between them and did not concern any public official or body.

Q6i (g) The date(s) on which you and/or Deryck A. Gibson Ltd. worked on each project which

has been identified;

- A. Phase 1 started to the best of my recollection in 1993 and was concluded around 2000 followed by Phase II which culminated in 2006 when DAGL and I ceased to represent Mabey & Johnson.

Q6i (h) The particulars of the same;

- A. See previous answer

Q6i (i) The name(s) and title(s) of the Mabey & Johnson Ltd. representative(s) with whom you interacted in regard to the project(s) identified and/or the commission(s) which was/were earned by you and/or Deryck A. Gibson Ltd..

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- A. See previous answers

Q6ii. If no, please detail the nature and/or scope of your and/or Deryck A. Gibson Ltd. association and/or interaction with Mabey & Johnson Ltd., its Agent(s), Official(s), Officer(s) and/or Employee(s) during the referenced period.

Please provide documentary evidence, where possible, to substantiate your assertions/responses.

- A. On behalf of DAGL, I interacted primarily with Mabey Johnson's sales manager Jonathan Danos in Phase 1 and part of Phase II. He left Mabey Johnson before Phase II was completed and I then interacted primarily with Mr. Robert Capuro and other executives of Mabey Johnson who visited from time to time to negotiate and clear up matters that arose during the course of the contract and with Mr. Barry Joyce who was employed to Mabey Johnson and based in Jamaica.

Q7. Did you and/or Deryck A. Gibson Ltd., at any time, work as an agent for and/or in collaboration with Mr. Joseph Hibbert for and/or on behalf of Mabey & Johnson Ltd. during the period January 1990- May 2009?

10

A. Neither I nor DAGL worked as an agent for or in collaboration with Mr. Joseph Hibbert. Mr. Hibbert was chief technical director at MTW up to 2000 when Mr. Hibbert ceased to be at the Ministry. The National Works Agency was formed around that time headed by Mr. Ivan Anderson and more recently Mr. Milton Hodelin.

Q7 (a) The date(s) on which you and/or Deryck A. Gibson Ltd. worked as an agent and/or in collaboration with Mr. Joseph Hibbert for and/or on behalf of Mabey & Johnson Ltd.;

A. Neither DAG nor DAGL worked as an agent for or in collaboration with Mr. Joseph Hibbert as agent for Mabey Johnson.

Q7 (b) The circumstances relating to the same;

Q7 (c) Please detail the nature and/or scope of your association and/or interaction with Mr. Joseph Hibbert during the referenced period;

A. As representative of Mabey Johnson, DAGL dealt with Mr. Hibbert as the chief technical director of the Ministry of Transport and Works, passing technical information, dealing with queries and concerns that might have existed between Mabey Johnson and the Ministry of Transport and Works.

Q7 (d) Kindly identify whether the referenced Mr. Joseph Hibbert is the current Minister of State in the MTW;

A. See answer to Q 2.

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Q7 (e) The amount(s) of commission which was/were earned by you and/or Deryck A. Gibson Ltd.;

A. Neither DAGL nor I received any commission as agent for or in collaboration with Mr.

11

Joseph Hibbert. Commissions paid to DAGL by Mabey Johnson did not concern Mr. Hibbert or any other public official or body.

Q7 (f) The amount(s) of commission, if any, which was remitted to Mr. Joseph Hibbert;

A. No commissions were ever remitted to Mr. Joseph Hibbert by DAGL or I. Neither DAGL nor I participated in or have knowledge of any payment to Mr. Hibbert

Q7 (g) The means by which you and/or Deryck A. Gibson Ltd. received the said commission;

A. Neither DAGL nor I received any commission as agent for or in collaboration with Mr Joseph Hibbert.

Q7 (h) The means by which Mr. Joseph Hibbert received the said commission;

A. Mr. Joseph Hibbert did not receive any commissions by my knowledge

Q7 (i) The manner in which payment(s) was/were made to you and/or Deryck A. Gibson Ltd.;

A. Neither DAGL nor I received any commission as agent for or in collaboration with Mr. Joseph Hibbert.

Q7 (j) The manner in which payment(s) was/were made to Mr. Joseph Hibbert;

A. I have no knowledge of any payment(s) to Mr. Hibbert

Q7 (k) The date(s) on which you received the said commission;

A. Neither DAGL nor I received any commission as agent for or in collaboration with Mr. Joseph Hibbert nor did DAGL or I pay or participate in making any payment to Mr. Hibbert.

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12



126  
Q7 (l) The date(s) on which the said commission was paid to Mr. Joseph Hibbert;

A. I have no knowledge of any payment(s) of commission to Mr. Hibbert

Q7 (m) The project(s) for which you and/or Deryck A. Gibson Ltd. were responsible and/or associated with;

A. See answers above.

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Q7 (n) The name(s) and title(s) of the Mabey & Johnson Ltd. representative(s) with whom you interacted in regard to the project(s) identified;

A. See answers above.

Q7 (o) Please state whether any of the project(s) which you have identified involved a GOJ contract, partnership and/or commercial agreement. If so, please provide the particulars of the same;

A. The Project identified involved Government of Jamaica contract(s) which included finance. The contract(s) made between the Government and Mabey Johnson involved design, supply of bridges and provision of finance. The Ministry handled construction in Phase II whereas in Phase I construction was handled by Kier & Company.

Q7 (p) The name(s) and title(s) of the Public Officer(s), Official(s) and/or Employee(s) with whom you interacted in regard to the project(s) identified.

A. Up to 2000 DAGL interacted with Mr. Joseph Hibbert, Mr. Milton Hodelin of the Ministry of Transport and Works, the Minister and the Permanent Secretary who all had to be involved in the negotiating stages and with finance. DAGL's role was essentially to provide information and to respond to queries on behalf of Mabey Johnson, whose

executives handled the negotiations directly. My understanding of the steps leading to the award of contract was that after the MTW/National Works Agency submitted the details and conditions of the contract it had to be finally approved by the Minister and his executives, the Ministry of Finance and finally approved by Cabinet. Once approved by Cabinet, implementation was passed down to the Executives of the Ministry of Finance and the National Works Agency

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Q7ii If no, please provide the following information:

(a) Did you and/or Deryck A. Gibson Ltd., at any time, receive any form of commission and/or payment(s) from Mabey & Johnson Ltd., its Agent(s), Official(s), Officer(s), Employee(s) and/or anyone acting on its behalf?

A. DAG or DAGL at no time received commissions from anyone acting on behalf of Mabey Johnson and at all times commissions were sent by Mabey Johnson to DAGL from England. Payment of commission to DAGL had nothing whatsoever to do with the matters being investigated, as DAGL was a representative of Mabey Johnson and such commissions were matters negotiated and agreed between them and did not concern any public official or body.

Q7ii (b) Please detail the nature and/or scope of your association and/or interaction with Mr. Joseph Hibbert during the referenced period;

A. My interaction with Mr. Joseph Hibbert was that on behalf of Mabey Johnson, DAGL had to deal with Mr. Hibbert who was the chief technical director in the Ministry of Transport and Works and members of his department. This interaction concerned responding to any queries and providing information on behalf of Mabey Johnson as required.

Q7ii(c) Please state whether your said relationship and/or association with Mr. Joseph Hibbert involved any project(s) which involved Mabey & Johnson Ltd., its Agent(s), Official(s), Officer(s), Employee(s) and/or anyone acting on its behalf;

14

A. DAGL had no relationship with Mr. Hibbert nor did DAGL associate with Mr Hibbert other than in his capacity as chief technical director of the Ministry of Transport and Works.

Q7ii (d) The date(s) on which you and/or Deryck A. Gibson Ltd. were engaged in any project(s) with Mr. Joseph Hibbert;

A. DAGL did not engage in any project with Mr. Hibbert.

Q7ii (e) Please state whether any of the project(s) which you have identified involved a GOJ contract, partnership and/or commercial agreement. If so, please provide the particulars of the same;

A. Already stated previously.

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Q7ii.(f) The name(s) and title(s) of the Public Officer(s), Official(s) and/or Employee(s) with whom you interacted in regard to the project(s) identified;

A. Already stated previously.

Q7ii.(g) Please state whether you and/or Deryck A. Gibson Ltd. received and/or made any payment(s) to Mr. Joseph Hibbert for and on behalf of Mabey & Johnson Ltd., its Agent(s), Official(s), Officer(s), Employee(s) and/or anyone acting on its behalf.

Please provide documentary evidence, where possible, to substantiate your assertions/responses.

A. Neither DAGL nor I received on behalf of Mr. Joseph Hibbert or made any payment to Mr. Joseph Hibbert.

Q8. Are you and/or Deryck A. Gibson Ltd. familiar and/or associated with any of the following persons:

15

- A. B. Ashworth;
- B. Lloyd Dickens;
- C. G. Howell;
- D. D. Thomas

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A. Neither DAGL nor I are familiar with or associated with the above named persons. However in 1998, the Chief Technical Director, Mr. Joseph Hibbert named Dothan Thomas and Lloyd Dickens as members of the team from the Ministry of Transport and Works who were to visit the United Kingdom in July 1998 to be appraised of Mabey Johnson's bridges and systems. By letter dated 12<sup>th</sup> June 1998 to Mr. Hibbert, DAGL on behalf of Mabey Johnson confirmed that Mabey Johnson had made arrangements for the visit of the Ministry's team including the named persons. A copy of the letter is attached. No representative from DAGL was part of that visit to the United Kingdom.

Q8.i. If yes, please provide the following information:

- (a) Please provide a description of the relationship which you and/or Deryck A. Gibson Ltd. have and/or have had with each person;
- (b) Detail the nature of your and/or Deryck A. Gibson Ltd's relationship with each of the named individuals;
- (c) The date(s) on which you and/or Deryck A. Gibson Ltd. became familiar with each individual and the circumstances relating to the same;
- (d) The length of time that you have known and/or been associated with each individual;
- (e) Please provide an address for each of the individuals with whom you are familiar.

Please provide documentary evidence, where possible, to substantiate your assertions/responses.

Q9. Did you receive any payment from Mabey & Johnson Ltd., its Agent(s), Employee(s), Officer(s), Official(s) and/or anyone acting on its behalf, on the following dates?

- (a) January 1, 1994;
- (b) August 20, 1997;

16

- 130
- (c) February 2, 1998;
  - (d) July 2, 2000;
  - (e) March 21, 2004;
  - (f) July 9, 2004;
  - (g) November 10, 2004;
  - (h) May 21, 2004;
  - (i) May 26, 2005;
  - (j) July 25, 2005.

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Q9i. If yes, please provide the following information:

- (a) The name(s) and title(s) of the person(s) and/or entity(ies) from whom you and/or Deryck A. Gibson Ltd. received such payment(s);
- (b) The particulars of the payment(s);
- (c) The circumstances relating to the same;
- (d) The reason(s) for the payment(s);
- (e) The means by which you and/or Deryck A. Gibson Ltd. received the said payment(s);
- (f) The manner in which payment(s) was/were made to you and/or Deryck A. Gibson Ltd.

A. From time to time in the period DAGL received payment of commissions from Mabey Johnson. However DAGL has no record of receiving payment on the specified dates. In any event payment of commission to DAGL had nothing whatsoever to do with the matters being investigated, as DAGL was a representative of Mabey Johnson and such commissions were matters negotiated and agreed between them and did not concern any public official or body.

Q9ii. If no, did you and/or Deryck A. Gibson Ltd., receive any payment(s) from Mabey & Johnson Ltd., its Agent(s), Employee(s), Officer(s), Official(s) and/or anyone acting on its behalf around the time of the dates which have been identified above? If yes, please provide the following information:

- (a) The name(s) and title(s) of the person(s) and/or entity (ies) from whom you and/or Deryck A. Gibson Ltd. received such payment(s);

17

- (b) The particulars of the payment(s);
- (c) The circumstances relating to the same;
- (d) The date(s) on which you and/or Deryck A. Gibson Ltd. received the payment(s);
- (e) The reason(s) for the payment(s);
- (f) The means by which you and/or Deryck A. Gibson Ltd. received the said payment(s);
- (g) The manner in which payment(s) was/were made to you and/or Deryck A. Gibson Ltd.

Please provide documentary evidence, where possible, to substantiate your assertions/responses.

A. See previous answers. Payment of commissions to DAGL had nothing whatsoever to do with the matters being investigated, as DAGL was a representative of Mabey Johnson and such commissions were matters negotiated and agreed between them and did not concern any public official or body.

Q10. Did Mabey & Johnson Ltd., its Agent(s), Employee(s), Officer(s), Official(s), and/or anyone acting on its behalf, at any time, pay for any airline ticket(s) for you and/or provide you with any entertainment money during the period January 1990- May 2009?

If yes, please provide the following information:

- (a) The name(s) and title(s) of Mabey & Johnson Ltd. Employee(s), Officer(s), Official(s), its Agent and/or anyone acting on its behalf, which was/were responsible for making such payment(s) and/or travel arrangement(s);
- (b) The particulars of the payment(s);
- (c) The circumstances relating to the same;
- (d) The date(s) on which you received the payment(s);
- (e) The reason(s) for the payment(s);
- (f) The means by which you received the said payment(s);
- (g) The manner in which payment(s) was/were made to you;
- (h) The date(s) of travel;
- (i) The particulars of the travel arrangement(s);
- (j) The circumstances relating to the same;
- (k) The reason(s) for travel;
- (l) The name(s) and title(s) of the person(s) and/or entity(ies) whom made the travel

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18

arrangement(s) and/or payment(s);

- (m) The rationale, purpose, justification and/or reason behind Mabey & Johnson Ltd., its Agent(s), Employee(s), Officer(s), Official(s) and/or anyone acting on its behalf, paying for such travel;
- (n) The name(s) and title(s) of any person with whom you traveled.

A. No.

Q10 i. Are you aware of any circumstance in which Mabey & Johnson Ltd., its Agent(s), Employee(s), Officer(s) and/or Official(s) paid for any GOJ Official(s) and/or Employee(s) travel and/or entertainment expense during the period January 1990 — May 2009? If yes, please provide the following information:

- (a) The name(s) and title(s) of the GOJ Official(s) and/or Employee(s);
- (b) The particulars of the payment(s);
- (c) The circumstances relating to the same;
- (d) The date(s) on which the payment(s) was/were made;
- (e) The reason(s) for the payment(s);
- (f) The means by which the said payment(s) was/were received;
- (g) The manner in which payment(s) was/were made;
- (h) The date(s) of travel;
- (i) The particulars of the travel arrangement(s);
- (j) The circumstances relating to the same;
- (k) The reason(s) for travel;
- (l) The rationale, purpose, justification and/or reason behind Mabey & Johnson Ltd., its Agent(s), Employee(s), Officer(s), Official(s), and/or anyone acting on its behalf paying for such travel;
- (m) The name(s) and title(s) of Mabey & Johnson Ltd. Employee(s), Officer(s), Official(s), its Agent and/or anyone acting on its behalf, who was/were responsible for making such payment(s) and/or travel arrangement(s).

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Please provide documentary evidence, where possible, to substantiate your assertions/responses.

19

A. Yes, as set out in the letter of 12<sup>th</sup> June 1998 previously referred to and attached, I am aware that Mabey and Johnson extended invitation to the Government's technical team to inspect Mabey and Johnson's bridges and operations. Mabey and Johnson was responsible for bearing the cost of travel, accommodation and living expense. It is standard practice for a company such as Mabey Johnson and other similar industrial engineering companies to invite at their expense prospective clients to view their products, operations and the technical attributes of their product and services. It is my understanding that this was purpose of invitations extended by Mabey Johnson to the Government's technical team to inspect Mabey Johnsons' products.

Q11. Did you and/or Deryck A. Gibson Ltd., at any time, pay for any airline ticket(s) and/or provide any entertainment money to any Public Officer(s), Official(s) and/or Employee(s) during the period January 1990- May 2009?

A. No. On occasion Mabey Johnson requested DAGL to advance money on its behalf to purchase airline tickets in Jamaica and this was reimbursed by Mabey Johnson. No money was paid to any public officer, official or employee and my understanding of the purpose for such travel is set out in my previous answer.

Q11i. If yes, please provide the following information:

- (a) Detail whether these payment(s) was/were made for and/or on behalf of Mabey & Johnson Ltd., its Agent(s), Employee(s), Officer(s), Official(s), and/or anyone acting on its behalf,
- (b) State whether you and/or Deryck A. Gibson Ltd. was/were reimbursed for the travel expense(s) incurred by Mabey & Johnson Ltd., its Agent(s), Employee(s), Officer(s), Official(s), and/or anyone acting on its behalf,
- (c) The rationale, purpose, justification and/or reason behind you and/or Deryck A. Gibson Ltd. making such travel arrangements and/or payment(s);
- (d) The name(s) and title(s) of Public Officer(s), Official(s) and/or Employee(s);
- (e) The particulars of the payment(s) which was/were made to the Public Officer(s), Official(s) and/or Employee(s);

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20



- 134-
- (f) The circumstances relating to the same;
  - (g) The date(s) on which the payment(s) was/were made to the Public Officer(s), Official(s) and/or Employee(s);
  - (h) The reason(s) for the payment(s);
  - (i) The means by which the said payment(s) was/were received by the Public Officer(s), Official(s) and/or Employee(s);
  - (j) The manner in which payment(s) was/were made to the Public Officer(s), Official(s) and/or Employee(s);
  - (k) The date(s) of travel;
  - (l) The particulars of the travel arrangement(s);
  - (m) The circumstances relating to the same;

OFFICE OF THE CONTRACTOR-GENERAL  
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16 OXFORD ROAD  
P.O. BOX 540  
KINGSTON 5, JAMAICA, W.I.

A. See previous response to Q10. Neither DAGL nor I were ever in a position to approve arrangements of contracts with Mabey Johnson as this was always done directly by their sales manager, technical representatives and the executives in the UK. During the period of Phase 1, I am aware that trips were arranged at the expense of Mabey Johnson for Government's team to visit the UK to discuss technical matters and to inspect various factories and locations where Mabey Johnson bridges were erected. Neither I nor any other representative of DAGL travelled on these trips during this period. I understood that the living expenses and accommodation for the Ministry's team while in the UK were borne by Mabey Johnson. On occasion DAGL were requested by Mabey Johnson to advance payment for purchase of airline tickets which were reimbursed by Mabey Johnson.

In the year 2000 when the Ministry was contemplating the installation of fly over bridges, a technical team from the Ministry of Works also traveled to Panama at the invitation of Mabey Johnson to see and inspect the fly over bridge system which had been installed with Mabey Johnson products. This was also at the expense of Mabey Johnson.

In the year 2005 a team from the Ministry and the National Works Agency were invited to England to view Mabey Johnson's facilities, their method of construction and to

(21)

inspect the prefabricated sections of the Yallahs Bridge. As far as I am aware Mabey Johnson bore the expense of this trip. Members of that team were Minister Richard Azan, the CEO of the National Works Agency, Milton Hodelin and Mrs. Janet Coleman. I travelled on this trip making the necessary introductions of the Government team to the Mabey Johnson team of executives and to the directors of HSBC, the bank that was providing finance. This trip was organized by Mabey Johnson's sales manager, Mr. Robert Capuro and hosted by the then chairman, Mr. David Mabey. For this visit Mabey Johnson picked up the expenses and settled directly and no payments were made to DAGL.

Q12. Did you and/or Deryck A. Gibson Ltd., in any way, (a) recommend, (b) influence and/or (c) approve the arrangement and/or contract(s) with Mabey & Johnson Ltd.? If yes, please provide all relevant particulars.

A. No

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16 OXFORD ROAD  
P.O. BOX 540  
KINGSTON 5, JAMAICA, W.I.

Q13. Did any of the principals, shareholders, directors, partners, officers and/or employees of Mabey & Johnson Ltd., or anyone acting on its behalf, approach you, and/or any public official, soliciting assistance in getting approval for any of the contract(s) which was/were awarded to Mabey & Johnson Ltd.? If yes, please provide a comprehensive statement of all relevant particulars, inclusive of the name of the relevant principals, shareholders, directors, partners, officers and/or employees of Mabey & Johnson Ltd., the date(s) assistance was/were sought and the nature of the assistance sought.

A. No

Q14. Did any of the principals, shareholders, directors, partners, officers and/or employees of Deryck A. Gibson Ltd., or anyone acting on its behalf, approach any public official, soliciting assistance in getting approval for any of the contract(s) which was/were awarded to Mabey & Johnson Ltd.? If yes, please provide a comprehensive statement of all relevant particulars, inclusive of the name of the relevant principals, shareholders,

(22)

directors, partners, officers and/or employees of Mabey & Johnson Ltd., the date(s) assistance was/were sought, and the nature of the assistance sought.

A. No

Q15. Did any of the officials, officers and/or employees of the then Ministry of Local Government and Works (MLGW), the then Ministry of Housing, Transport, Water and Works (MHTWW), and/or the Ministry of Transport and Works (or anyone acting on its behalf, approach any of the principals, shareholders, directors, partners, officers and/or employees of Deryck A. Gibson Ltd. and/or Mabey & Johnson Ltd., or anyone acting on its behalf, soliciting any benefit(s) to ensure the approval of any of the contract(s) which was/were awarded to Mabey & Johnson Ltd.? If yes, please provide a comprehensive statement of all relevant particulars, inclusive of the name of the relevant officials, officers and/or employees, the date(s) benefit(s) was/were sought, and the nature of the benefit(s) sought.

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1ST FLOOR, PIQJ BUILDING  
16 OXFORD ROAD  
P.O. BOX 540  
KINGSTON 5, JAMAICA, W.I.

A. No

Q16. Do you know, or do you have, or have you had a personal, business or other relationship with, any of the principals, shareholders, directors, partners, officers and/or employees of Mabey & Johnson Ltd., and/or anyone acting on its behalf? If yes, please indicate:

- i. The full name of the Mabey & Johnson Ltd. representative and his/her relationship with Mabey & Johnson Ltd.;
- ii. The length of time that you have known the Mabey & Johnson Ltd. Representative;
- iii. A full description of the nature of the relationship between yourself and the Mabey & Johnson Ltd. Representative.

A. My business relationship with Mabey Johnson and its employees began in 1988 through

23

Mr. Jonathan Danos, the then sales manager of Mabey Johnson who approached me to act as agent in Jamaica for Mabey Johnson.

Q17. Do you know, or do you have, or have you had a personal, business or other relationship with, any of the officials, officers and/or employees of then Ministry of Local Government and Works (MLGW), the then Ministry of Housing, Transport, Water and Works (MHTWW), and/or the Ministry of Transport and Works (MTW) and/or anyone acting on its behalf? If yes, please indicate:

- i. The full name of the then MLGW, MHT\XW and/or the MTW Representative and his/her relationship with Mabey & Johnson Ltd. and/or Deryck A. Gibson Ltd.;
- ii. The length of time that you have known the then MLGW, MHT~W and/or the MTW Representative;
- iii. A full description of the nature of the relationship between yourself and the then MLGW, MHTWW and/or the MTW Representative.

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 1ST FLOOR, PIOJ BUILDING  
 16 OXFORD ROAD  
 P.O. Box 540  
 KINGSTON 5, JAMAICA, W.I.

A. No

Q18. Have you and/or any person acting on your behalf, received, whether directly or indirectly, any benefit(s), in cash or in kind, as a result of your involvement in and/or association with the granting and/or approval of any of the contract(s) to Mabey & Johnson Ltd.? If yes, please provide a comprehensive statement of all relevant particulars, inclusive of a description of the benefit(s) received. In any case where the benefit was received by a person who was acting on your behalf, please also provide the full name, profession and address of the person(s) and a description of the relationship which you have had with that person(s).

A. No

24

Q19. Have any of your relatives, friends and/or associates benefited, either directly or indirectly, in cash or in kind, as a result of your involvement in and/or association with the with the granting and/or approval of any of the contract(s) which was/were awarded to Mabey & Johnson Ltd.? If yes, please provide a comprehensive statement of all relevant particulars, inclusive of the full name, profession and address of the relative, friend or associate and a description of the benefit(s) received.

A. No

Q20. Do you know of any other Public Official/Officer or Employee (former or present), or anyone acting on his/her behalf, who has received, either directly or indirectly, any benefit(s), whether in cash or in kind, by virtue of the grant and/or approval of any of the contract(s) which was/were awarded to Mabey & Johnson Ltd.? If yes, please provide a comprehensive statement of all relevant particulars, inclusive of the name of the Public Official/Officer or Employee, his/her job tide and function, the name of the recipient(s) and a description of the benefit(s) received.

A. No

OFFICE OF THE CONTRACTOR-GENERAL  
1ST FLOOR, PIOJ BUILDING  
16 OXFORD ROAD  
P.O. BOX 540  
KINGSTON 5, JAMAICA, W.I.

Q21. Are you aware of any relative, friend and/or associate of any Public Official/Officer or Employee (former or present), who has benefited, either directly or indirectly, in cash or in kind, as a result of the Public Official's/Officer's or Employee's involvement in and/or association with the grant and/or approval of any of the contract(s) which was/were awarded to Mabey & Johnson Ltd.? If yes, please provide a comprehensive statement of all relevant particulars, inclusive of the full name of the Public Official/Officer or Employee, his/her job tide and function, the full name of the relative, friend or associate and a description of the benefit(s) received.

A. No

Q22. Are you aware of any arrangements which are presently subsisting for any of the persons who are referenced in Requisitions/Questions #18 through #21 to receive any future

25

benefit(s) in respect of the grant and/or approval of a contract to Mabey & Johnson Ltd., whether same has been expressed to be in cash or in kind? If yes, please provide a comprehensive statement of all relevant particulars, inclusive of the name of the intended recipient(s) and the description of the benefit(s) which is/are to be received.

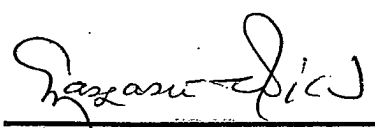
A: No

Q23. Are you aware of any additional information which you believe could prove useful to this Investigation or is there any further statement in regard to the Investigation which you are desirous of placing on record? If yes, please provide full particulars of same.

A: No

TAKEN and ACKNOWLEDGED by )  
DERYCK GIBSON at )  
in the Parish )  
on this 19<sup>th</sup> day of June 2009 )  
before me :-

  
\_\_\_\_\_  
DERYCK GIBSON

  
\_\_\_\_\_  
JUSTICE OF THE PEACE  
For the parish of:- KINGSTON

(26)

June 12, 1998

Mr. Joseph Hibbert  
Senior Technical Director  
Ministry of Transport & Works  
140 Maxfield Avenue  
Kingsnton 10

Dear Mr. Hibbert,

**Re: Visit by Personnel from the Ministry of Transport & Works to Mabey & Johnson Limited, UK**

This serves to confirm that arrangements have been made for the ministry's technical staff to visit Mabey & Johnson Limited, to be appraised of their systems of bridges and bridging produced by them.

They are expecting to receive Messrs Joseph Hibbert, Lloyd Dickens and Dothan Thomas for the period July 3, 1998 - July 30, 1998.

Mabey & Johnson Limited has made arrangements for an officer of the company to meet them on arrival and, they will be responsible for their welfare and expenses during their stay in the United Kingdom. We trust they will have a satisfactory visit.

Kindly confirm that the dates above are acceptable and advise us of any further assistance you might require.

Yours sincerely,

**DERYCK A GIBSON AGENCIES LIMITED  
(AGENTS FOR MABEY & JOHNSON LIMITED)**

Deryck A. Gibson  
**PRESIDENT**

DAG/mp

OFFICE OF THE CONTRACTOR-GENERAL  
1ST FLOOR, PIUJ BUILDING  
16 OXFORD ROAD  
P.O. Box 540  
KINGSTON 5, JAMAICA, W.I.

36



- 141 -

# COPY

Any reply or subsequent reference to this communication should be addressed to the Contractor-General and the following reference quoted:-

No. :

TELEPHONE No.: 876-929-8560/6466

FAX No. : 876-929-2476

E-mail: Lharris@ocg.gov.jm

**OFFICE OF THE CONTRACTOR-GENERAL**

**PIOJ Building**

**16 Oxford Road**

**P.O. Box 540**

**KINGSTON 5**

**JAMAICA, W.I.**

June 3, 2009

Mr. Patrick Hylton  
Group Managing Director  
National Commercial Bank of Jamaica Ltd.  
The Atrium  
32 Trafalgar Road  
Kingston 10

Dear Mr. Hylton:

**Re: Notice of Formal Requisition for Information and Documentation to be Supplied under the Contractor General Act – Conduct of Investigation – Concerning Allegations of Corruption and Irregularity Involving Government of Jamaica Contracts which were awarded to Mabey and Johnson Limited**

The Office of the Contractor General (OCG), acting on behalf of the Contractor General, has formally commenced an investigation into the allegations of corruption and irregularity involving Government contracts which were awarded to Mabey and Johnson Ltd. Attached herewith, for your perusal and information, is a copy of the OCG's Media Release, which was dated January 7, 2009, in regard to the captioned matter.

As we will require your assistance and full cooperation to successfully conduct this investigation, it is very important that your attention is formally directed to the following provisions of the Contractor General Act:

- (1) Sections 4 (1) (a) (i) and (ii) which mandates the Contractor General, "... on behalf of Parliament- to monitor the award and the implementation of Government contracts with a view to ensuring that such contracts are awarded impartially and on merit (and that) the circumstances in which each contract is awarded ... do not involve impropriety or irregularity ...".
- (2) Section 4 (1) (b) which mandates the Contractor General, "... on behalf of Parliament- to monitor the grant, issue, suspension or revocation of any prescribed licence, with a view to ensuring that the circumstances of such grant, issue, suspension or revocation do not involve impropriety or irregularity and, where appropriate, to examine whether such licence is used in accordance with the terms and conditions thereof".





- (3) Section 15 (1) which prescribes the discretionary power of a Contractor General to conduct an investigation into any or all of the following matters:
  - (a) "the registration of contractors";
  - (b) "tender procedures relating to contracts awarded by public bodies";
  - (c) "the award of any Government contract";
  - (d) "the implementation of the terms of any Government contract";
  - (e) "the circumstances of the grant, issue, use, suspension or revocation of any prescribed licence";
  - (f) "the practice and procedures relating to the grant, issue, suspension or revocation of prescribed licences".
- (4) Section 4 (2) (b) which prescribes the power of a Contractor General "to have access to all books, records, documents, stores or other property belonging to Government, whether in the possession of any officer of a Public Body or a contractor or any other person".
- (5) Section 4 (2) (d) which prescribes the power of a Contractor General "to have access to all books, records, documents or other property used in connection with the grant, issue, suspension or revocation of any prescribed licence whether in the possession of any public officer or any other person".
- (6) Section 4 (2) (e) which prescribes the power of a Contractor General "to have access to any premises or location where he has reason to believe that any such books, records, documents or other property as are referred to in paragraph (d) or any property which is the subject of a prescribed licence, may be found".
- (7) Section 4 (3) of the Act which prescribes the power of a Contractor General to "require any Public Body to furnish in such manner and at such times as may be specified by the Contractor General, information with regard to the award of any contract and such other information in relation thereto as the Contractor General may consider desirable".
- (8) Section 4 (4) which prescribes that, "For the purposes of paragraphs (d) and (e) of subsection (2) the Contractor-General shall have power to require any public officer or any other person to furnish in such manner and at such times as may be specified by the Contractor-General, information with regard to the grant, issue, suspension or revocation of any prescribed licence and such other information in relation thereto as the Contractor-General considers desirable".
- (9) Section 5 (1) which provides that, "In the exercise of the powers conferred upon him by this Act, a Contractor-General shall not be subject to the direction or control of any other person or authority".
- (10) Section 17 (1) which prescribes the power of a Contractor General "to adopt whatever procedure he considers appropriate to the circumstances of a particular case and, subject to the provisions



of (the) Act, to obtain information from such person and in such manner and make such enquiries as he thinks fit”.

(11)Section 17 (2) which provides that “Nothing in this Act shall be construed as requiring a Contractor General to hold any hearing and, no person shall be entitled as of right to comment on any allegations or to be heard by a Contractor General”.

(12)Section 18 (1) which prescribes the power of a Contractor General, “at any time, (to) require any officer or member of a public body or any other person who, in his opinion, is able to give any assistance in relation to the investigation of any matter pursuant to this Act, to furnish such information and produce any document or thing in connection with such matter as may be in his possession or under the control of that officer, member or other person”.

(13)Section 18 (2) which prescribes the power of a Contractor General “to summon before him and examine on oath any person who has made representations to him or any officer, member or employee of a public body or any other person who, in the opinion of the Contractor General, is able to furnish information relating to the investigation – and such examination shall be deemed to be a judicial proceeding within the meaning of Section 4 of the Perjury Act”.

(14)Section 18 (3) which provides that “For the purposes of an investigation under this Act, a Contractor General shall have the same powers as a Judge of the Supreme Court in respect of the attendance and examination of witnesses and the production of documents”.

(15)Section 18 (4) which provides that “Any obligation to maintain secrecy or any restriction on the disclosure of information or the production of any document or paper or thing imposed on any person under the Official Secrets Act, 1911 to 1939 of the UK (or of any Act of Parliament of Jamaica replacing the same in its application to Jamaica) or, subject to the provisions of this Act, by any law (including a rule of law) shall not apply in relation to the disclosure of information or the production of any document or thing by that person to a Contractor General for the purpose of an investigation ...”.

(16)Section 18 (5) which provides that “No person shall, for the purpose of an investigation, be compelled to give any evidence or produce any document or thing he could not be compelled to give or produce in proceedings in any court of law.”

(17)Section 22 which provides that, “The proceedings of a Contractor-General shall not be rendered void for want of form”.

(18)Section 29 which provides as follows:

“Every person who –

- (a) willfully makes a false statement to mislead or attempts to mislead a Contractor General



144

or any other person in the execution of his functions under this Act, or

(b) without lawful justification or excuse –

- (i) obstructs, hinders or resists a Contractor General or any other person in the execution of his functions under this Act; or
- (ii) fails to comply with any lawful requirement of a Contractor General or any other person under this Act, ....

shall be guilty of an offence ...”.

It is also instructive that you should note that there are Public Officers who are misguided in the belief that the aforementioned powers of the Contractor General, to monitor or to investigate the “award” of contracts etc., do not arise until the subject contract or licence/permit is actually awarded or issued, as the case may be. We are obliged to advise you that any such belief is unfounded and has no validity in law. In the case of *Lawrence v. Ministry of Construction (Works) and the A.G. (1991) 28 J.L.R. 265*, the Supreme Court of Jamaica was moved by way of originating summons, at the instance of the Contractor General, to rule on this very point. Mr. Justice Courtney Orr, in that case, held unequivocally as follows:

*“The proper interpretation of the (Contractor General) Act is one which empowers the Contractor General to monitor the pre-contract stages of government contracts and to obtain information from public bodies prior to the award of such contracts (my emphasis)... The ordinary meaning of the words of the statute in light of the context and grammar suggest no other interpretation”.*

In the discharge of the mandates of the Contractor General under the Contractor General Act and in furtherance of the expressed powers which are reserved to him by the Act, the OCG, acting on behalf of the Contractor General, now hereby formally requires you to fully comply with the below-mentioned requisitions by providing all of the information and documentation which is demanded of you and to supply same in a sealed envelope, marked ‘Confidential’ and addressed to the Contractor General. **The envelope must be deposited at the reception desk of the Offices of the Contractor General, PIOJ Building, 16 Oxford Road, Kingston 5, no later than 3:00 PM in the afternoon on Monday, June 22, 2009.**

In responding to the below-mentioned requisitions or questions, you are respectfully asked to be guided by the following:

- (a) You must provide written responses to all of the requisitions or questions.
- (b) Your responses must be declared and certified by you before a Justice of the Peace to be complete, accurate and truthful. Your declaration must be in the form which is enclosed herewith.
- (c) All written responses which are provided by you must be provided in a single document and must be numbered in the same chronological sequence as the questions or requisitions to which they



- relate. For example, your response to Requisition/Question #1 must be numbered '1', your answer to Requisition/Question #2 must be numbered '2', and so forth.
- (d) Any document which is supplied by you in support of a response must be properly labelled, numbered and marked to identify what it is and the requisition or question to which it relates.
  - (e) **An electronic copy of your written response must accompany the certified hardcopy. The electronic copy must be provided in a Microsoft word format on a single compact disk.**
  - (f) Should you mislead, resist, obstruct or hinder a Contractor General in the execution of his functions or fail to provide a complete, accurate and truthful response to any of the requisitions or questions which are set out below, you will become liable, *inter alia*, to criminal prosecution under Section 29 of the Contractor General Act.

**REQUISITIONS / QUESTIONS**

1. The OCG has received from the Serious Fraud Office in the United Kingdom evidence of account number 064883623 being held in the name of one Mr. Joseph Hibbert with the National Commercial Bank of Jamaica Ltd. In this respect, kindly provide the following particulars for account number 064883623 (the account is recorded as being held at the Kings Street Branch):
  - (a) The date on which the account was opened;
  - (b) If closed, the date on which the account was closed;
  - (c) Please confirm the branch at which each of the account is/was held;
  - (d) The name(s) of the signatories to the account(s);
  - (e) The name(s) of the primary account holder(s);
  - (f) The given address of the primary account holder(s).

Please provide a copy of the identification which was used to open the account and any other documentary evidence with regard to the account.

2. Kindly provide the following particulars for any account(s) which are and/or have been linked to the said Mr. Joseph Hibbert.
  - (g) The date on which the account(s) was/were opened;
  - (h) If closed, the date on which the account(s) was/were closed;
  - (i) Please confirm the branch at which each of the account(s) is/was held;



- (j) The name(s) of the signatories to the account(s);
- (k) The name(s) of the primary account holder(s);
- (l) The given address of the primary account holder(s).

Please provide a copy of the identification which was used to open the account and any other documentary evidence with regard to the account.

The OCG recognizes that there may be some reservation on your part to disclose the information which is being requisitioned herein. However, while the OCG recognizes and respects the bank's policy on confidentiality and secrecy of its client information, it is critical to again highlight the overriding powers of a Contractor General under law as expressly stipulated, *inter alia*, in Section 18 (4) of the Contractor General Act.

**Section 18 (4) which provide as follows:**

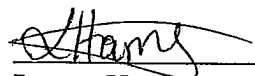
**“Any obligation to maintain secrecy or any restriction on the disclosure of information or the production of any document or paper or thing imposed on any person under the Official Secrets Act, 1911 to 1939 of the UK (or of any Act of Parliament of Jamaica replacing the same in its application to Jamaica) or, subject to the provisions of this Act, by any law (including a rule of law) shall not apply in relation to the disclosure of information or the production of any document or thing by that person to a Contractor General for the purpose of an investigation ...”.**

The Contractor General Act may be pursued at [www.ocg.gov.jm](http://www.ocg.gov.jm).

We would like to thank you in advance for your full and anticipated cooperation in this endeavor.

Should you have any questions, please do not hesitate to contact me.

Yours sincerely,



Latoya Harris,  
Senior Special Investigator  
for and on behalf of the Contractor General

Enclosure – Form of Declaration  
OCG Media Release, which was dated January 7, 2009



-147-

Any reply or subsequent reference to this communication should be addressed to the Contractor-General and the following reference quoted:-

No. :

TELEPHONE No.: 876-929-8560/6466

FAX No. : 876-929-2476

E-mail: communications@ocg.gov.jm

**OFFICE OF THE CONTRACTOR-GENERAL**

**PIOJ Building**

**16 Oxford Road**

**P.O. BOX 540**

**KINGSTON 5**

**JAMAICA, W.I**

**MEDIA RELEASE**

**OFFICE OF THE CONTRACTOR GENERAL TO COMMENCE FORMAL INVESTIGATION INTO ALLEGATIONS OF CORRUPTION AND IRREGULARITY INVOLVING GOVERNMENT OF JAMAICA CONTRACTS AWARDED TO MABEY AND JOHNSON LIMITED**

**Kingston; January 7, 2009** - The Office of the Contractor General (OCG) will commence a formal investigation into allegations of corruption and irregularity that are related to certain Government of Jamaica bridge building contracts that were awarded to the British firm of Mabey and Johnson Limited. The decision to commence the formal investigation follows upon two (2) specified events.

First, on November 26, 2008, certain oral representations were made to the OCG by representatives of the Jamaica Constabulary Force (JCF), the Serious Fraud Office of the United Kingdom and the British High Commission, in a meeting which was convened at the Office of the Contractor General at the request of the JCF.

The second event was the receipt of copies of certain documents which were formally conveyed by the JCF to the Contractor General under cover of a letter which was dated December 30, 2008. The JCF letter, which was received by the OCG on January 6, 2009, was signed by Mr. Leslie Green, the Assistant Commissioner of Police having responsibility for Serious and Organized Crimes.

ACP Green, in his letter to Contractor General, Greg Christie, has advised that he will "await the outcome of your investigations (i.e. the OCG's investigations) and any recommendations and/or directions made by the Director of Public Prosecutions (DPP), before taking any further action, as the allegations clearly relate to Government Contracts".



“In light of the serious nature and gravity of the documentation which the OCG has received from the JCF, we believe that this is a matter which warrants a formal Investigation by the OCG,” Mr. Christie said.

The OCG’s Investigation will be directed primarily at determining, *inter alia*, (a) the precise role, if any, that was played by certain persons of interest, viz. one Mr. Joseph Hibbert and one Mr. Deryck A. Gibson, in the facilitation, procurement, award, implementation, execution and/or variation of the referenced contracts and, (b) the merits of the allegations which have been made that certain specified, questionable payments, totalling several million United States dollars in value, were made or transferred by Mabey and Johnson to certain specified persons and/or into certain bank accounts, in relation to the said contracts. The documentation that the OCG has received from the JCF would suggest that several of the alleged referenced payments were made to, for the benefit of, and/or on the account of, the said Mr. Joseph Hibbert between 1993 and 2003.

Upon the conclusion of its Investigation, copies of the OCG’s Report of Investigation into the matter will be formally conveyed to the Parliament of Jamaica and other appropriate State Authorities in accordance with the provisions of the Contractor General Act.

Section 15 (1) of the Contractor General Act empowers a Contractor General, “if he considers it necessary or desirable”, to conduct an investigation, *inter alia*, into the award of any Government contract. Additionally, Section 16 of the Act specifically provides that “an investigation pursuant to Section 15 may be undertaken by a Contractor General on his own initiative or as a result of representations made to him if, in his opinion, such investigation is warranted”.

-END-

Contact: Dale Austin, Communications Officer, Communications Department, Office of the Contractor-General, E-mail: [communications@ocg.gov.jm](mailto:communications@ocg.gov.jm); Telephone: (876) 929-6460; Facsimile: (876) 929-2476







**NATIONAL  
COMMERCIAL  
BANK  
JAMAICA LIMITED**

- 150 -

GENERAL COUNSEL DIVISION  
"THE ATRIUM" 32 TRAFALGAR ROAD  
P.O. BOX 88, KINGSTON, JAMAICA, WEST INDIES  
TEL: (876) 929-9050-89  
FAX: (876) 929-8390  
E-mail: ncbinfo@jncb.com  
Web site http://www.jncb.com

June 16, 2009

Office of the Contractor-General  
PIOJ Building  
16 Oxford Road  
P.O. Box 540  
Kingston 5

OFFICE OF THE CONTRACTOR-GENERAL  
1ST FLOOR, PIOJ BUILDING  
16 OXFORD ROAD  
P.O. Box 540  
KINGSTON 5, JAMAICA, W.I.

**Attention: Latoya Harris**

Dear Sirs,

**Notice of Formal Requisition for Information and Documentation to be Supplied under the Contractor General Act – Conduct of Investigation – Concerning Allegations of Corruption and Irregularity Involving Government of Jamaica Contracts which were awarded to Mabey and Johnson Limited**

We refer to your letter dated June 3, 2009 regarding the production of documentation which has been referred to the General Counsel Division for our attention:-

Please note that account number **064883623** was closed to account number **064153153**.

1.

	A/C No. 064883623	A/C No. 064153153
a. Date account was opened	20 December 1982	26 September, 2003
b. Date account was closed	September 26, 2003	N/A
c. Branch account was held	37 Duke Street	37 Duke Street
d. Names of Signatories on account	Joseph Uriah Hibbert	Joseph Uriah Hibbert
e. Name of Primary account holder	Joseph Uriah Hibbert	Joseph Uriah Hibbert
f. Address on File	27 Tucker Ave. Kingston 6	27 Tucker Ave, Kingston 6

Enclosed are copies the following documentation from our files regarding the above accounts:-

- (A) Signature Cards for Account number 064153153
- (B) Passport on file for Mr. Joseph Uriah Hibbert

Please note that we are unable to locate any other documentation that was used to open accounts for 064883623 and 064153153.

**CONFIDENTIAL**

*[Handwritten signature]*

*[Handwritten signature]*  
18/6/09

①

3:58

Office of the Contractor-General  
PIOJ Building  
16 Oxford Road

2.

	A/C No. 204003513	A/C No. 201079683
g. Date account was opened	July 1, 1998	July 1, 1998
h. Date account was closed	N/A	September 19, 2005
i. Branch account was held	Harbour View	Harbour View
j. Names of Signatories on account	Joseph Uriah Hibbert	Joseph Uriah Hibbert
k. Name of Primary account holder	Joseph Uriah Hibbert	Joseph Uriah Hibbert
l. Address on File	27 Tucker Ave. Kingston 6	27 Tucker Ave, Kingston 6

Enclosed are copies of the following documentation regarding the above accounts:-

- A. Signature Card for Account number 204003513
- B. Passport on file for Joseph Uriah Hibbert

Please note that we are unable to locate any other documentation which was used to open current account number 201079683 or 204003513.

Please also find the electronic copy of this letter on the enclosed compact disc.

Yours faithfully,

.....  
NICOLA WHYMS STONE (MRS)  
LEGAL COUNSEL

/akn

**CONFIDENTIAL**

OFFICE OF THE CONTRACTOR-GENERAL  
1ST FLOOR, PIOJ BUILDING  
16 OXFORD ROAD  
P.O. Box 540  
KINGSTON 5, JAMAICA, W.I.

2

# DECLARATION OF NICOLA WHYMS-STONE

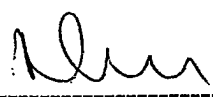
## The Voluntary Declaration Act: Section 7: Declaration to be in form in Schedule:

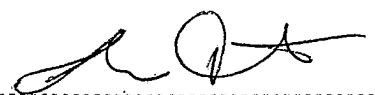
I, Nicola Whyms-Stone , do solemnly and sincerely declare as follows:-

1. That I am 35 years of age and I reside and have my true place of abode at 2a Munroe Road in the parish of St. Andrew.
2. That I have answered the questions posed and fulfilled the requisitions made to me in a letter from the Contractor-General dated June 3, 2009, completely, accurately and truthfully.

And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the Voluntary Declarations Act.

TAKEN and ACKNOWLEDGED )  
 by the said NICOLA WHYMS-STONE at )  
 32 Trafalgar Road, Kingston 10 )  
 in the parish of St. Andrew )  
 on this 18th day of June 2009 )  
 in the presence of:- )

  
 \_\_\_\_\_  
 NICOLA WHYMS-STONE




.....  
 JUSTICE OF THE PEACE  
 For the parish of:- KINGSTON

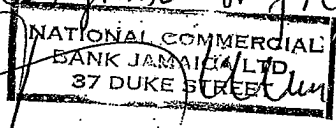
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OFFICE OF THE CONTRACTOR-GENERAL  
 1ST FLOOR, PIOJ BUILDING  
 16 OXFORD ROAD  
 P.O. Box 540  
 KINGSTON 5, JAMAICA, W.I.

-153-

 NATIONAL COMMERCIAL BANK JAMAICA LIMITED		<i>Operated No 4883623</i>		ACCOUNT NUMBER <b>064153153</b>	
NAME OF ACCOUNT: <b>JOSEPH HIBBERT</b>					
TYPE OF ACCOUNT Regular Savings <input type="checkbox"/> Other Savings <input type="checkbox"/> Joint (all to sign) <input type="checkbox"/> Joint (any one to sign) <input type="checkbox"/>				DATE: <b>26.9.03</b>	
I/We the undersigned have read and agree to be bound by the items and conditions printed on the reverse side thereof.					
Full Name (BLOCK LETTERS)		Signature		Witness By:	Authenticated By:
<b>JOSEPH Hibbert</b>		<i>[Signature]</i>		<i>[Signature]</i>	<b>August 24/07</b>
Full Name (BLOCK LETTERS)		Signature			
/		/			
Full Name (BLOCK LETTERS)		Signature			
/		/			

OFFICE OF THE CONTRACTOR-GENERAL  
 1ST FLOOR, PIOJ BUILDING  
 16 OXFORD ROAD  
 P.O. Box 540  
 KINGSTON 5, JAMAICA, W.I.

*Original on file*  
  
 NATIONAL COMMERCIAL BANK JAMAICA LTD  
 37 DUKE STREET  
*[Signature]* 26/9/03

1. (A) Signature Card for Account Number 064153153

**CONFIDENTIAL**

(4)

-154-



# SIGNATURE CARD - Personal/Joint

Revised 1/13/04

W/ward Card 1 of 1

SAVINGS/CURRENT/DEPOSIT ACCOUNT (Select One)

Account Number: 064153153

Single A/C holder  Joint-any one to sign  Joint-all to sign

Date Account Opened: 26092003  
D D M M Y Y Y Y

First Name: JOSEPH	First Name:
Middle Name: URIAH	Middle Name:
Last Name: HIBBERT	Last Name:

PLEASE USE BLACK INK AND SIGN WITHIN THE RED BOX

--	--

FOR INTERNAL USE ONLY

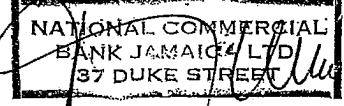
Authenticated By:	Signature and Identification Number:	Date Signed: 25042006 D D M M Y Y Y Y
Signed By:	Signature and Sign-Plus User Id:	Date Signed: 26042006 D D M M Y Y Y Y
Verified By:	Signature and Sign Plus User Id:	Date Signed: 26042006 D D M M Y Y Y Y

MAN 37 Rev. 02/2004

PLEASE INFORM THE BANK OF ANY CHANGES

OFFICE OF THE CONTRACTOR-GENERAL  
 1ST FLOOR, PIOJ BUILDING  
 16 OXFORD ROAD  
 P.O. Box 540  
 KINGSTON 5, JAMAICA, J.I.

Original on file



1. (A) Signature Card for Account Number 064153153

# CONFIDENTIAL

5



2. (A) Signature Card for Account Number 204003513

OFFICE OF THE CONTRACTOR-GENERAL  
1ST FLOOR, PIOJ BUILDING  
16 OXFORD ROAD  
P.O. Box 540  
KINGSTON 5, JAMAICA, W.I.

CONFIDENTIAL

(7)

AND CERTIFIED TO BE A TRUE COPY  
FOR NATIONAL COMMERCIAL BANK  
JAMAICA LIMITED  
Harbour View Branch  
Harbour View Shopping Centre, Kingston 17

COMPARED WITH THE ORIGINAL  
AND CERTIFIED TO BE A TRUE COPY  
FOR NATIONAL COMMERCIAL BANK  
JAMAICA LIMITED  
Harbour View Branch  
Harbour View Shopping Centre, Kingston 17

MANAGER

**204003513**  
ACCOUNT NUMBER

**7003513**  
ACCOUNT NUMBER

BRANCH: **20 - HARBOUR VIEW SHOPPING CENTRE BRANCH, KINGSTON, JAMAICA.**

NAME OF ACCOUNT: **JOSEPH URSAH HERRBERT**

DATE: **1.2.98**

TYPE OF ACCOUNT:  Regular Savings  Other Savings  Joint (all to sign)  Joint (any one to sign)

I/we the undersigned have read and agree to be bound by the terms and conditions printed on the reverse side thereof. **SA DE 1857010083**

Full Name (BLOCK LETTERS) **JOSEPH HERRBERT** Signature *[Signature]* Verified *[Initials]*

Full Name (BLOCK LETTERS) \_\_\_\_\_ Signature \_\_\_\_\_

Full Name (BLOCK LETTERS) \_\_\_\_\_ Signature \_\_\_\_\_

Full Name (BLOCK LETTERS) \_\_\_\_\_ Signature \_\_\_\_\_

Authenticated By: \_\_\_\_\_





# APPENDIX II

## Documents Supplied by the SFO/Mabey & Johnson Ltd

<b>List of documents</b>	<b>Page Number</b>
1. Letter from ACP Green to the OCG (2008 December 30).....	160
2. Letter from the SFO to ACP Green (2008 December 11).....	161
3. Letter of Designation from the SFO, UK.- (2008 December 8).....	163
4. "Export Agents Commission Cards"- PXS0001 .....	165
5. "Export Agents Commission Cards"-, PSX002 .....	166
6. "Export Agents Commission Cards"- PXS0003 .....	167
7. "Export Agents Commission Cards"- PXS0004 .....	168
8. Bank Transfer Documentation:	
- PSX0013 .....	169
- PXS0015 .....	170
- PXS0017 .....	171
- PXS0018 .....	172
- PXS0019 .....	173
- PXS0020 .....	174
- PXS0022 .....	175
- PXS0023 .....	176
- PXS0024 .....	177
- PSX0025 .....	178
- PXS0026 .....	179
- PXS0032 .....	180
- PXS0034 .....	181
- PXS0036 .....	182
- PXS0041 .....	183
- PXS0047 .....	184
- PXS0056 .....	185
- PXS0065 .....	186
9. Note from Mr. Jonathan Danos to Mr. Peter Sykes (1998 April 1) - PSX0021 .....	187
10. Mabey & Johnson Ltd. Memorandum (1998 July 22) - PXS0030.....	188
11. Note from Mr. Jonathan Danos to Mr. Mikel Urirarren (1998 November 1)- PXS0033 .....	189
12. Mabey & Johnson Ltd. Memorandum (1999 May 18) – PXS0039 .....	190

<b>List of documents</b>	<b>Page Number</b>
13. Mabey & Johnson Ltd. Memorandum (1999 June 2) – PXS0040 .....	191
14. Mabey & Johnson Ltd. Memorandum (2000 June 30) – PXS0046 .....	192
15. Mabey & Johnson Ltd. Memorandum (2001 March 19) – PXS0055 .....	193
16. Mabey & Johnson Ltd. Banking Instructions (1999 December)- PXS0043 .....	194
17. Mabey & Johnson Ltd. Memorandum (1998 July 7) – PXS0028 .....	195
18. Mabey & Johnson Ltd. Memorandum (1998 July 7)- PXS0029.....	196
19. Mabey & Johnson Ltd. Letter to the Barclays Bank PLC (1998 July 22) - PXS0031 .....	197
20. Mabey & Johnson Ltd. Commission Form (2000 December 19)- PXS0053 .....	198
21. Letter from ACP Green to the OCG (2009 May 7).....	199
22. Letter from Mabey & Johnson Ltd. Prime Minister, the Hon. Bruce Golding (2009 May 5) .....	200
23. Letter from the SFO to ACP Green (2009 May 29).....	204
24. Barclays Bank PLC “Personal Customer Profile Report (Partial)” (2008 March 17) – 6E & 6F .....	208
25. A copy of a document from Trust Services, S.A. - Banco Continental De Panama (showing transfer to Mr. Joseph Hibbert)– Item # 6T .....	210
26. A copy of the “Leadenhall Trust US Client Account, General Ledger- Montego Bay Enterprises Inc (2001 August 17- 2001 October 8) – Item # 6U.....	211
27. A copy of Ms. Charmel Hibbert’s statement to the SFO (2009 April 17).....	212
28. A copy of a Certified Death Certificate for Mr. Inez Stewart (2009 January 20) .....	214
29. A copy of Ms. Janice Chase’s statement to the SFO (2009 July 26).....	215
30. A copy of a Pro-Forma Invoice addressed to Mr. Deryck Gibson (1996 June 27) ...	220
31. A copy of a Pro-Forma Invoice addressed to Mr. Deryck Gibson (2001) .....	221
32. Mabey & Johnson Ltd. Letter to the Barclays Bank PLC (2001 June 18) .....	222
33. A copy of an email from Mr. Deryck Gibson to Mr. Peter Sykes (2003 July 31).....	223
34. Mabey & Johnson Ltd. Letter to the Barclays Bank PLC (2003 August 1).....	224
35. A copy of an email thread, between Mr. Jonathan Danos, Mr. Peter Sykes and Mr. Deryck Gibson (2003 August 1 & 4).....	225
36. A copy of a note addressed to Mr. Joseph Hibbert from one B G Mabey (1999 July 22) .....	226

**JAMAICA CONSTABULARY FORCE**

44-760-



(6)

Phone: (876) 960-1617  
Email: [leslie.green@jcf.gov.jm](mailto:leslie.green@jcf.gov.jm)

**Serious & Organised Crime Branch**  
**NCB South Tower**  
**4<sup>th</sup> Floor**  
**2 Oxford Road,**  
**Kingston 5**

ANY REPLY OR SUBSEQUENT REFERENCE TO THIS COMMUNICATION SHOULD BE ADDRESSED TO THE ASSISTANT COMMISSIONER OF POLICE, SERIOUS & ORGANISED CRIME, AND NOT TO ANY OFFICER BY NAME AND THE FOLLOWING REFERENCE QUOTED:

NO: \_\_\_\_\_

December 30, 2008


**Mr. Greg Christie**  
Office of the Contractor General  
PIOJ Building  
16 Oxford Road,  
Kingston 5

**Re: Mr. Joseph Hibbert et al**

I enclose a copy of a report and supporting documents from the Serious Fraud Office in the United Kingdom (UK) for consideration in your current investigation.

I will await the outcome of your investigations and any recommendations and/or directions made by the Director of Public Prosecution (DPP), before taking any further action, as the allegations clearly relates to Government Contracts.

Yours faithfully,

  
.....  
Leslie Green  
Assistant Commissioner of Police  
SOCB/CIB HQ

*CONFIDENTIAL*  
*COPY TEAM*  
*(CIB, FBI, RC, LIT)*

*J*  
*Jan 6, 2009*  
*S. SS ATT*

/sp

**CONFIDENTIAL**

OFFICE OF THE CONTRACTOR-GENERAL  
1ST FLOOR, PIOJ BUILDING  
16 OXFORD ROAD  
P.O. Box 540  
KINGSTON 5, JAMAICA, W.I.

Serious Fraud Office

Elm House 10-16 Elm Street, London WC1X0 BJ

-161-

Director Richard Alderman

**BY HAND**

**Leslie Green**

Assistant Commissioner of Police  
NCB South Tower 4<sup>th</sup> Floor  
2 Oxford Road  
Kingston

OFFICE OF THE CONTRACTOR-GENERAL  
1ST FLOOR, PIOJ BUILDING  
16 OXFORD ROAD  
P.O. Box 540  
KINGSTON 5, JAMAICA, W.I.

*Can Team (16/11/08) (2)*  
*CCBI FBI*  
*Jan. 6 2009*  
*8:55 AM*

Date 11 December 2008

**CONFIDENTIAL**

Dear Mr. Green

**Mabey and Johnson Limited – Provision of documents to the Jamaican police force**

The director of the SFO has signed a designation enabling documents to be provided to the competent police of Jamaica in relation to investigations into the affairs of Mabey and Johnson Limited. The designation specifies that Matthew Cowie may provide such documents and he has authorised me to pass relevant documentation to the Jamaican police force on his behalf. The documents may be used in any investigation that it may carry out into Mabey & Johnson Ltd's affairs.

I enclose the following documents:

1. A Commission card headed Export Agents Commission Card, Country Jamaica, Name Hibbert dated 20/11/1993 and showing payments totalling £16,096 (Document 1A);
2. A Commission card headed Export Agents Commission Card, Country Jamaica, Name Gibson dated 19/01/1994 and showing payments totalling £10,548 (Document 1B);
3. A Commission card headed Export Agents Commission Card, Country Jamaica, Name Joe Hibbert showing payments totalling US\$105,174 between 10/10/1995 and 04/06/1999 including a number of bank transfers to Joe Hibbert and a number of cash payments (Document 1C);
4. A Commission card headed Export Agents Commission Card, Country Jamaica, Name Montego Bay showing payments totalling US\$2,552,150.18 between 06/11/1998 and 29/01/2002 including a number of bank transfers to Joe Hibbert (Document 1D);
5. A Commission card headed Export Agents Commission Card, Country Jamaica, Name Joe Hibbert showing payments totalling US\$1,687,782.81 between 05/11/1998 and 30/10/2001 including a number of bank transfers to Joe Hibbert and a number of cash payments (Document 1E);
- \* 6. An invoice from Bon Voyage Travel Agencies dated June 27 1996 sent by Deryck Gibson to the Mabey Group showing payment of J\$91,956 for airline tickets for Joseph Hibbert and Lloyd Dickens (Document 2A);
- \* 7. An invoice from Bon Voyage Travel Agencies dated 2001 sent to Deryck A Gibson Limited and forwarded by him to the Mabey Group showing the purchase of airline tickets valued at J\$169,468 (US\$3,704<sup>1</sup>) for J. Hibbert, L Dickens, G. Howell and D Thomas (Document 2B);
8. An instruction from Mabey and Johnson Limited dated 18/06/01 requesting a bankers draft for US\$3,704 in the name of Deryck A Gibson (Document 2 C);
- \* 9. Documents relating to a payment of US\$3830 in August 2003 to Deryck A Gibson. These

1 The reference of £3,704 at the bottom of this document is erroneous and should have been a reference to US\$.

comprise the following:

(3)  
-162-

- An e-mail dated 31/07/03 from Deryck Gibson to Peter Sykes of Mabey and Johnson requesting a bankers draft of US\$3830 payable to Joseph Hibbert (Document 3A);
  - A request dated 01/08/03 from Mabey and Johnson Limited to Barclays Bank requesting a bankers draft in the name of Joseph Hibbert in the amount of US\$3,830, which appears to have been cancelled (Document 3B);
  - Three e-mails the first being document 3 A referred to above. The second is an e-mail dated 1 August 2003 from Jonathan Danos of Mabey and Johnson Limited to Peter Sykes. In this e-mail Jonathan Danos states that the draft "*should be made in the name of Deryck Gibson Not Hibbert and Deryck simply issues a cheque to the travel agent that Hibbert has booked the ticket with*" clearly demonstrating that Gibson was receiving money from Mabey and Johnson Limited to be used for the benefit of Joseph Hibbert. The third e-mail dated 4 August 2003 is from Peter Sykes to Jonathan Danos and Deryck Gibson confirming that the draft has been sent in Deryck Gibson's name (Document 3C);
  - A document signed on behalf of Mabey and Johnson Limited instructing Barclays bank to issue a bankers draft for \$3,830 in the name of Deryck Gibson (Document 3D).
10. A fax to David Mabey from Jonathan Danos dated 18 December 2000 requesting a payment of US\$10,000 paid by Mabey and Johnson to Deryck A Gibson "*for local party funds*" (Document 4A). A payment of US\$10,000 is shown on document 1 E referred to above by the transaction dated 19/01/2000;
11. A letter dated 22 July 1999 from B G Mabey then Chairman of Mabey and Johnson Limited, to Joe Hibbert Chief Technical Director (Document 5A). A fax dated 10 December 1999 to Mr. J U Hibbert the Chief Technical Director of the Ministry for Transport Works (Document 5B). Both documents evidence that Mr. Hibbert was a public official and that he was involved in projects in which Mabey and Johnson Limited had a financial interest<sup>2</sup>;
12. A copy of the designation signed by Richard Alderman, director of the Serious Fraud Office on 9 December 2008.

Yours Sincerely

*Sasi Mallela*

Sasi-Kanth Mallela  
Investigative Lawyer

**CONFIDENTIAL**

OFFICE OF THE CONTRACTOR-GENERAL  
1ST FLOOR, PIOJ BUILDING  
16 OXFORD ROAD  
P.O. Box 540  
KINGSTON 5, JAMAICA, W.I.

2 The letter of 10 December 1999 is from Kier/Mabey (Kingston) Joint Venture a company through which Mabey and Johnson Limited operated in Jamaica for one of its projects.

**Serious Fraud Office**

Elm House  
10-16 Elm Street  
London  
WC1X 0BJ

**CRIMINAL JUSTICE ACT 1987**

**AUTHORITY FROM DIRECTOR OF SERIOUS FRAUD OFFICE**

**Section 3(5) and (6)**

**Designation by the Director of the Serious Fraud Office**

I, Richard Alderman, Director of The Serious Fraud Office, pursuant to Section 3(5) and (6) of The Criminal Justice Act 1987 ("the Act") designate Matthew John Cowie, a member of The Serious Fraud Office for the purposes of Section 3(5) and (6) of the Act, to disclose the information obtained in the course of investigations into the affairs of Mabey & Johnson Limited that is specified in the Schedule shown overleaf, to the Competent police and Judicial Authorities of Jamaica.

*Richard Alderman*  
.....

Richard Alderman

Dated: 7 December 2008

**SCHEDULE**

Documents and other information related to its investigation into corruption in the procurement of bridge construction contracts on behalf of Mabey & Johnson Ltd which may be of interest to the Jamaican police and Judicial Authorities in any investigation it may carry out into Mabey & Johnson Ltd's affairs.

OFFICE OF THE CONTRACTOR-GENERAL  
1ST FLOOR, PIOJ BUILDING  
16 OXFORD ROAD  
P.O. BOX 540  
KINGSTON 5, JAMAICA, W.I.

**CONFIDENTIAL**

000149000369

Serious Fraud Office

PXS 0001

27/01/2008

09:11:57

Tywcm69.123

EXPORT AGENTS COMMISSION CARD - TWYFORD  
 Jamaica  
 Name Joe Hibbert

Date	Reference	Accounts Paid		Commission Due	Balance	Accounts Paid		Commission Due	Balance	Rate of Exc.
		USD	GBP			USD	GBP			
10/10/1995	C/FORWARD									
24/01/1996	ADVANCE COMMISSION USD3,000	\$3,000.00			-\$3,000.00				£0.00	1.5000
09/07/1996	ADVANCE COMMISSION re RCEF Memo £1000	\$1,500.00			-\$4,500.00				£0.00	1.5000
31/10/1996	ADVANCE COMMISSION re ET JLD - £2000	\$3,000.00			-\$7,500.00				£0.00	1.5000
17/02/1997	CASH PAYMENT TO MRS PINOCK - £200	\$300.00			-\$7,800.00					1.5000
29/05/1997	ADVANCE COMMISSION JOE HIBBERT - £2000	\$3,000.00			-\$10,800.00					1.5000
29/05/1997	ADVANCE COMMISSION JOE HIBBERT - \$3000	\$3,000.00			-\$13,800.00					1.5000
28/07/1997	Commission on X3402 - 0282R - £30795/\$1,730,679	\$3,000.00		\$74,931.45	\$61,131.45					1.5000
04/08/1997	Deduct for Air Travel of Ministry Personnel see memo Jam\$69,976	\$2,099.28		\$59,032.17	\$59,032.17				£45,413.00	1.5000
17/11/1997	Bank Transfer to Joe Hibbert USD5,000 - Jamaica	\$5,000.00		\$5,962.56	\$64,994.73				£36,356.55	1.6800
19/01/1998	Bank Transfer to Joe Hibbert USD5,000 - Jamaica	\$5,000.00			\$69,994.73				£35,673.19	1.7000
02/04/1998	Bank Transfer to Joe Hibbert USD5,000 - Jamaica	\$5,000.00			\$74,994.73				£32,592.48	1.6800
11/05/1998	Bank Transfer to Joe Hibbert USD5,000 - Jamaica	\$7,000.00			\$81,994.73				£29,616.29	1.6800
07/07/1998	Bank Transfer to Joe Hibbert USD7,000 - Jamaica	\$16,800.00			\$98,794.73				£25,449.62	1.6800
23/07/1998	Cash payment	\$16,800.00			\$115,594.73				£15,449.62	1.6800
23/07/1998	Bank Transfer to Joe Hibbert - B'ham	\$9,394.73			\$106,200.00				£0.00	1.6800
05/11/1998	Bank Transfer to Joe Hibbert - B'ham	\$8,400.00			\$97,800.00				£0.00	1.6800
05/05/1999	Cheque for Faith Jadcusingh	\$4,830.00			\$92,970.00				£0.00	1.6100
18/05/1999	Bank Transfer to Joe Hibbert - B'ham	\$8,050.00			\$84,920.00				£0.00	1.6100
04/06/1999	Bank Transfer to Joe Hibbert USD3,000 - Jamaica	\$3,000.00			\$81,920.00				£0.00	1.6100
		\$105,174.01	\$80,894.01		-\$24,280.00				£14,863.35	1.6100
						\$53,783.74	£48,920.39		-\$14,863.35	

\*\*\*\*\* 16/03/1999 \*\*\*\*\*

OFFICE OF THE CONTRACTOR-GENERAL  
 1ST FLOOR, PIQJ BUILDING  
 16 OXFORD ROAD  
 P.O. Box 211  
 J.M.S. JAMAICA, W.I.

*[Handwritten signature]*

Serious Fraud Office

*[Handwritten mark]*



000149000370

Serious Fraud Office

PSX0002

27/01/2008

09.33

Country Jamaica		JAMMONTGBP JAMMONTUSD		JAMMONTGBP JAMMONTUSD		JAMMONTGBP JAMMONTUSD		JAMMONTGBP JAMMONTUSD	
Date	Reference	Invoice Value	Accounts Paid	Commission Due	Balance	Accrued Paid	Commission Due	Balance	Rate of Exc.
05/11/1995	FORWARD Bank Transfer to Joe Hibbert - Bham								
05/05/1995	Cheque for Fally Jadhugh		\$4,400.00		-\$4,400.00	\$5,000.00		-\$5,000.00	1.6000
18/03/1999	Bank Transfer to Joe Hibbert - Bham		\$4,600.00		-\$13,200.00	\$3,000.00		-\$8,000.00	1.6100
04/05/1999	Bank Transfer to Joe Hibbert - Bham		\$6,050.00		-\$21,280.00	\$5,000.00		-\$13,000.00	1.6100
05/01/2000	Bank Transfer to Leadonhall Bank and Trust Co - Jamaica		\$3,000.00		-\$24,280.00	\$1,863.35		-\$14,863.35	1.6100
05/01/2000	Bank Transfer to Leadonhall Bank and Trust Co - USD/20,000		\$20,000.00		-\$44,280.00	\$12,422.38		-\$27,285.71	1.6100
03/07/2000	Cheque to Jenice Chase - GBP/2,000		\$3,220.00		-\$47,500.00	\$5,000.00		-\$29,285.71	1.6100
03/07/2000	Bank Transfer to Joe Hibbert - Bham		\$7,600.00		-\$55,100.00	\$5,000.00		-\$29,285.71	1.6100
21/03/2000	Bank Transfer to Leadonhall Bank and Trust Co - GBP/20,441(USD/476,648.85		\$476,648.85		-\$52,048.85	\$320,444.00		-\$28,485.71	1.5000
25/03/2000	Commission Due S00750 X3556 Computer 3.15m 2000	\$824,065.00		\$207,090.88	-\$324,065.00	\$7,042.25		-\$218,465.71	1.5000
19/10/2000	Commission Due S00730 X3975 Computer 2.1m	\$1,003,333.00		\$332,837.76	\$7,079.76	\$2,042.25		-\$218,465.71	1.5000
19/12/2000	Bank Transfer to Leadonhall Bank and Trust Co - GBP/197,876(USD/281,827.52	\$938,128.00		\$290,186.72	\$298,175.51	\$197,876.03		-\$218,465.71	1.4200
03/02/2001	Bank Transfer to Joe Hibbert - Bham		\$3,440.00		\$298,175.51	\$2,042.25		-\$218,465.71	1.4200
20/03/2001	Cheque Fally Jadhugh Funeral Expenses		\$710.00		\$4,350.01	\$5,000.00		-\$218,465.71	1.4200
20/03/2001	Bank Transfer to Joe Hibbert - Bham		\$7,000.00		-\$11,450.01	\$5,000.00		-\$218,465.71	1.4200
18/06/2001	Bank Transfer to Joe Hibbert - Bham		\$3,700.00		-\$15,150.01	\$2,654.75		-\$218,465.71	1.4200
27/06/2001	Bank Transfer to Leadonhall Bank and Trust Co - GBP/197,876(USD/281,827.52	\$2,743,654.00		\$653,118.45	\$37,954.44	\$590,802.25		-\$218,465.71	1.4200
10/09/2001	Commission Due S00750 X4160 Montego River & Noan Gully		\$37,954.44		\$0.00	\$590,802.25		-\$218,465.71	1.4200
18/09/2001	Bank Transfer to Leadonhall Bank and Trust Co - GBP/990,802.25	\$1,679,230.00		\$535,227.24	\$35,227.24	\$35,227.24		-\$218,465.71	1.4600
30/10/2001	Bank Transfer to Joe Hibbert - Bham		\$4,380.00		\$30,847.24	\$3,000.00		-\$218,465.71	1.4600
15/11/2001	Bank Transfer to Leadonhall Bank and Trust Co - GBP/253,534.82 Post Print		\$253,534.82		\$187,253.24	\$25,534.62		-\$218,465.71	1.4600
15/11/2001	Bank Transfer to Leadonhall Bank and Trust Co - GBP/110,059.38 Post Print		\$110,059.38		\$10,033.42	\$110,059.38		-\$218,465.71	1.4600
20/01/2002	Commission Due S00750 X4281 Merrivale, Rochester Gully and Reubilla	\$1,030,000.00		\$303,576.13	\$313,869.55	\$212,291.00		-\$218,465.71	1.4300
	Bank Transfer to Leadonhall Bank and Trust Co - GBP/212,291.00 Final Print		\$297,982.88		\$15,816.67	\$212,291.00		-\$218,465.71	1.4300
	Adjustment re Rate of Exc. Inclusions		\$15,816.67		\$0.00	\$0.00		-\$218,465.71	1.4300
			\$15,816.67		\$0.00	\$0.00		-\$218,465.71	1.4300
			\$2,622,150.18		\$2,522,150.18	\$1,737,504.00		-\$218,465.71	1.4300
			\$2,622,150.18		\$2,522,150.18	\$1,737,504.00		-\$218,465.71	1.4300

OS  
Total £0.00  
Contract £1,737,500.00  
Commission £10,900,000.00  
12.50%

Page No. 1 of 1

OFFICE OF THE CONTRACTOR-GENERAL  
1ST FLOOR, PIOJ BUILDING  
16 OXFORD ROAD

P.O. Box 540

KINGSTON 5, JAMAICA, WI

Serious Fraud Office

PS

Px50003

-167-

Reference	Accounts	Commission	Balance	Rate of
Ref	Perf	Due	USD	Exc.
35/1/88	CFORWARD			
35/09/88	Bank Transfer to Joe Hibbert - Bham		\$8,400.00	1.6900
18/03/89	Cheque for Faith Jeddahright		\$4,830.00	1.6100
14/08/89	Bank Transfer to Joe Hibbert - Bham		\$0,050.00	1.6100
26/07/00	Bank Transfer to Joe Hibbert USD3,000 - Jamaica		\$3,000.00	1.6100
26/07/00	Bank Transfer to Leadenhall Bank and Trust Co - USD20,000		\$20,000.00	1.6100
26/07/00	Cheque to Jamaica Chase - GBP2,000		\$3,220.00	1.6100
23/07/00	Bank Transfer to Joe Hibbert - Bham		\$7,000.00	1.6200
21/08/00	Bank Transfer to Leadenhall Bank and Trust Co - GBP320,444/USD478,948		\$478,948.85	1.6200
25/08/00	Commission Due S00730 X3958 Compact 3 15m 2000		\$207,050.88	1.6200
19/10/00	Commission Due S00730 X3978 Compact 2 1m		\$332,937.78	1.5200
15/11/00	Commission Due S00730 X3988 Compact 3 15m 2001		\$286,179.51	1.4200
19/12/00	Bankers Draft USD10,000		\$281,897.72	1.4200
20/02/01	Bank Transfer to Leadenhall Bank and Trust Co - GBP197,878/USD291,827		\$10,000.00	1.3900
20/03/01	Cheque "Fain Jeddahright" Funeral Expenses		\$7,100.00	1.4500
19/08/01	Bank Transfer to Joe Hibbert - Bham		\$7,100.00	1.4200
19/08/01	Bankers Draft USD3,704		\$3,704.00	1.4200
27/09/01	Commission Due S00730 X4160 Montego River & North Gully		\$953,118.45	1.4200
18/08/01	Bank Transfer to Leadenhall Bank and Trust Co - GBP580,802.25		\$580,802.25	1.4200
18/09/01	Commission Due S00730 X4224 Sandy Gully		\$837,958.44	1.4200
30/10/01	Bank Transfer to Joe Hibbert - Bham		\$4,380.00	1.4000
Totals			\$1,897,708.81	
			\$2,218,574.05	
			\$330,865.24	
			\$530,847.24	
			\$30,000.00	
			\$398,594.00	
			\$363,594.00	
			\$303,594.00	
			\$1,011,615.00	
			\$1,925,208.00	
			\$303,594.00	

16-Nov-01 11:55

Page No. 1 of 1

18:08:55

TWYF02.123

F-818

P.003/004 T-334

EXPORT AGENTS COMMISSION CARD - TWYFORD  
JAMAICABP JAMAICUSD

OFFICE OF THE CONTRACTOR-GENERAL  
1ST FLOOR, PLOJ BUILDING  
16 OXFORD ROAD  
P.O. Box 540  
KINGSTON 5, JAMAICA, W.I.

24

000149000309

-----Serious Fraud Office-----

PXS 0004

TWYCOM34.1484

MS 93.

MABEY & JOHNSON LIMITED  
EXPORT AGENTS COMMISSION

TWYFORD RECORDS

EXPORT AGENTS' COMMISSION CARD - Twyford					
COUNTRY: JAMAICA					
NAME: HIBBERT					
Date	Reference	Inv/Chq Ref.	Goods	Payments/Returns	Balance
20/1/83	ADVANCE PAYMENT TO J. HIBBERT COMMISSION ON INVOICE X2845 TRANSFER TO J. HIBBERT COSTS FOR MRS. I STEWART AIRFARE TRANSFER TO J. HIBBERT	Balance C/F	£2,000.00 £10,876.88 £1,037.80 2,181.32	£16,096.00	0.00 -2,000.00 14,096.00 3,218.12 2,181.32 0.00 0.00 0.00 0.00 0.00 0.00
			16,096.00	16,096.00	-0.00

OFFICE OF THE CONTRACTOR-GENERAL  
1ST FLOOR, P/O J BUILDINGS  
16 UXFORD ROAD  
P.O. BOX 540  
KINGSTON 5, JAMAICA, W.I.

-----Serious Fraud Office-----

JS

000149000323

Serious Fraud Office

P54 0013

17/02 '97 18:18 FAX 01188403941

MABEY GROUP

ALLERSON A.

0003/009

9705031

Form for use with Telebanking System

Title Serial No 22

Transaction Report for

Debit Account Number 50385018 - GBP

Debit Acct Name MABEY AND JOHNSON LTD

Release Date 18/02/97

Value Date 18/02/97

Transfer Amount TWO THOUSAND GBP

Transfer Figures 2,000.00 GBP

By Order of MABEY AND JOHNSON LTD

Swift or Bank Sort 821303

Ordering Bank GLYDESDALE BANK PLC

Correspondent Bank

Intermediary Bank

Bank Name NATIONAL COMMERCIAL BANK
54 KING STREET
KINGSTON
JAMAICA

Beneficiary's Name JOSEPH HIBBERT
Co Add Line 1
Co Add Line 2
Co Add Line 3
Co Add Line 4
Co Add Line 5

Account No. 084883823

OFFICE OF THE CONTRACTOR-GENERAL
1ST FLOOR, PIOJ BUILDING
16 OXFORD ROAD
P.O. Box 40
KINGSTON 5, JAMAICA, W.I.

Details of Payment for this transfer for inclusion

[Redacted box]

MabeY and Johnson - Account Info Only

ADV COMM JAMAICA

Signature 1 and Date

[Signature 1] 17/2/97

Signature 2 and Date

[Signature 2] 17/2/97

Country

JAMAICA

17/02/97

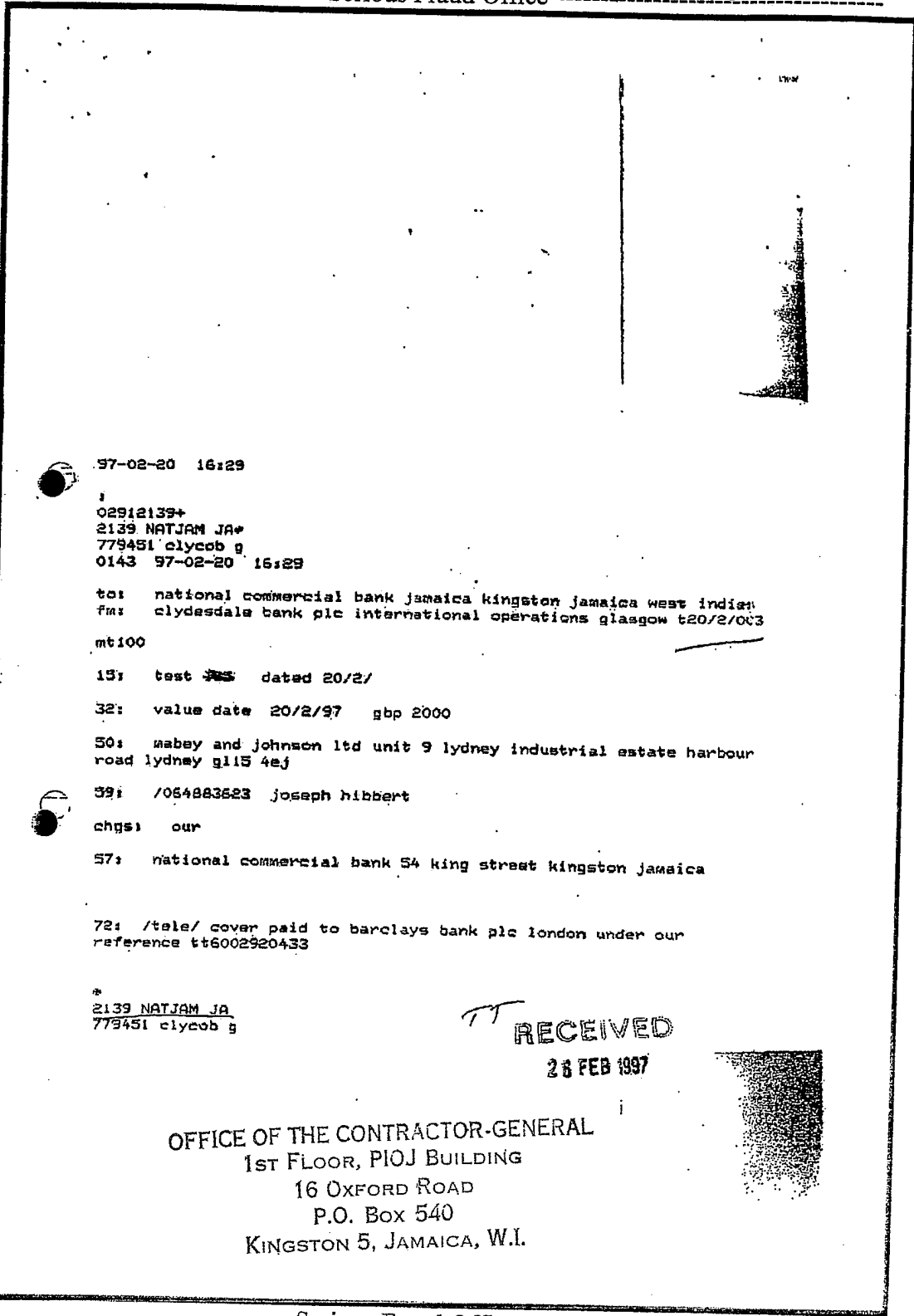
35-0014-00

Serious Fraud Office

94

000149000325

-----Serious Fraud Office----- **PXS 0015**



97-02-20 16:29

02912139+  
2139 NATJAM JA\*  
779451 clycob g  
0143 97-02-20 16:29

to: national commercial bank jamaica kingston jamaica west india;  
fm: clydesdale bank plc international operations glasgow t20/2/003  
mt100

15: test ~~xxx~~ dated 20/2/

32: value date 20/2/97 gbp 2000

50: mabey and johnson ltd unit 9 lydney industrial estate harbour  
road lydney gl15 4ej

39: /054883623 joseph hibbert

chgs: our

57: national commercial bank 54 king street kingston jamaica

72: /tele/ cover paid to barclays bank plc london under our  
reference tt6002920433

\*  
2139 NATJAM JA  
779451 clycob g

**TT RECEIVED**  
**26 FEB 1997**

OFFICE OF THE CONTRACTOR-GENERAL  
1ST FLOOR, PIOJ BUILDING  
16 OXFORD ROAD  
P.O. Box 540  
KINGSTON 5, JAMAICA, W.I.

-----Serious Fraud Office-----

96

000149000326

P/S 0017

-----Serious Fraud Office-----

17/11 '97 17:12 FAX 01189403941 MABEY GROUP \*\*\* ALLEESON A 001/002

(63)

Fax Sheet 2 of 2

Code Word

Debit Account No. 30858844 GBP SORT CODE 20-71-03

Type of Transaction: INTERNATIONAL

Debit Acct MABEY AND JOHNSON LTD

Release Date 18/11/97

Value Date 18/11/97

Rate: 1.881

£2971.45

£12.00

£2983.45

Transfer FIVE THOUSAND USD

Vendor Flags 5,000.00 USD

By Order of: MABEY AND JOHNSON LTD

Ordering Bank BARCLAYS BANK PLC, READING BRANCH, MID THAMES GROUP, PO BOX 27, 3-5 KINGS STREET, READING RG1 2HD

Corres. Bank:

Intermediary Bank:

Bank Name: NATIONAL COMMERCIAL BANK

54 KING STREET

KINGSTON, JAMAICA

SWIFT Name: NATCOM

Bene Sort Code:

Bene Name: JOSEPH HIBBERT

Account: 064883623

Details of Payment for this transfer for inclusion:

OFFICE OF THE CONTRACTOR-GENERAL  
1ST FLOOR, PIOJ BUILDING  
16 OXFORD ROAD  
P.O. Box 540  
KINGSTON 5, JAMAICA, W.I.

Mabe Group - Account Info Only  
NATCOM JAMAICA - 02422

Signature 1 and Date: [Signature] 17/11/97

Signature 2 and Date: [Signature] 17/11/97

Country: JAMAICA

17/11/97

AJA  
18/11/97

-----Serious Fraud Office-----

(98)

000149000328

Px5 0018

-----Serious Fraud Office-----

18/11/97

Barclays BusinessMaster II  
Transmitted Instructions

Page 2

Payment 0163 Accepted

Beneficiary Details

Number Name JOSEPH HIBBERT  
Country JAMAICA

Payment Instructions ADVISE & CREDIT  
Payment Reference COMMISSION JAMAICA - 0282R

Beneficiary Account Details

Account Number 064883623 Bank +NATCOM  
Routing Code 54 KING STREET  
Country JAMAICA KINGSTON

Remitter Details

Debit Account 0005 M & J CURRENT Account Currency GBP  
Remitter Name MABEY AND JOHNSON LIMITED

Payment Details

Currency USD Amount 5,000.00 Send In Currency USD  
Processing Date 18/11/97  
Charging Instructions BENEFICIARY PAYS OWN CHARGES & REMITTER PAYS BARCLAYS

Processing Summary

BBM Reference 00376324  
Barclays Reference

Input/Amended on 18/11/97 by Operator 10  
Verified on 18/11/97 by Operator 04  
Authorised on 18/11/97 by Operator 01  
Transmitted on 18/11/97 by Operator 10

OFFICE OF THE CONTRACTOR-GENERAL  
1ST FLOOR; PIOJ BUILDING  
16 OXFORD ROAD  
P.O. Box 540  
KINGSTON 5, JAMAICA, W.I.

-----Serious Fraud Office-----

99

000149000329

PYS 0019

-----Serious Fraud Office-----

19/01 '98 16:14 FAX 01189403941 MABEY GROUP ALLERSON A 0001/002

210 9804035

**Form for Bank Transfer**

Debit Account No. 3 0 6 5 8 8 4 4 GBP SORT CODE 20 - 71 - 03

Debit Acct MABEY AND JOHNSON LTD

Release Date 10/01/98

Value Date 19/01/98

20.1.98

£3071.43

£12.00 3k

£3083.68

Transfer FIVE THOUSAND USD

Transfer Figures 5,000.00

Curr USD

3092.71

- 12.00 3k

3080.71

Rate 1.6230

By Order of MABEY AND JOHNSON LTD

Ordering Bank BARCLAYS BANK PLC, READING BRANCH, MID THAMES GROUP, PO BOX 27, 3-5 KINGS STREET, READING RG1 2HD

Corres. Bank

Intermediary Bank

Bank Name NATIONAL COMMERCIAL BANK

54 KING STREET

KINGSTON

JAMAICA

Bk Short Name \* NATCOM

Bank Sort Code

Auth AJA 2/11

Send Name JOSEPH HIBBERT

Account No. 064883623

Details of Payment for this transfer for inclusion.

OFFICE OF THE CONTRACTOR-GENERAL  
1ST FLOOR, PIUJ BUILDING  
16 OXFORD ROAD  
P.O. Box 540  
KINGSTON 5, JAMAICA, W.I.

Mabey Group - Account Info Only  
COMM JAMAICA - 0252R

Signature 1 and Date

Signature 2 and Date

Country JAMAICA

19/01 3

-----Serious Fraud Office-----

100



000149000331

PX5 0020

-----Serious Fraud Office-----

20/01/98

Barclays BusinessMaster II  
Transmitted Instructions

Page 1

Payment 0210 Accepted

Beneficiary Details

Number Name JOSEPH HIBBERT  
Country JAMAICA

Payment Instructions ADVISE & CREDIT  
Payment Reference COMM JAMAICA 0282R

Beneficiary Account Details

Account Number 064883623 Bank +NATCOM  
Routing Code 54 KING STREET  
Country JAMAICA KINGSTON

Remitter Details

Debit Account 0005 M & J CURRENT Account Currency GBP  
Remitter Name MABEY AND JOHNSON LTD

Payment Details

Currency USD Amount 5,000.00 Send In Currency USD  
Processing Date 20/01/98  
Charging Instructions BENEFICIARY PAYS OWN CHARGES & REMITTER PAYS BARCLAYS

Processing Summary

BBM Reference 00406821  
Barclays Reference

Input/Amended on 20/01/98 by Operator 10  
Verified on 20/01/98 by Operator 01  
Authorised on 20/01/98 by Operator 04  
Transmitted on 20/01/98 by Operator 10

OFFICE OF THE CONTRACTOR-GENERAL  
1ST FLOOR, PIOJ BUILDING  
16 OXFORD ROAD  
P.O. Box 540  
KINGSTON 5, JAMAICA, W.I.

-----Serious Fraud Office-----

(101)

000149000336

Serious Fraud Office

PX5 0022

02/04 '98 10:14 FAX 01189403941 MABEY GROUP ALLERSON A 001/003

(257)

Fax Sheet 2 of:   
 Code Word

**Form for Bank Transfer**

Debit Account No. 8 7 2 4 9 4 2 2 USD SORT CODE 20 - 71 - 02

Type of Transaction: INTERNATIONAL

Debit Acct: MABEY AND JOHNSON LTD  
Release Date: 02/04/98  
Valute Date: 02/04/98

Transfer: FIVE THOUSAND USD  
Transfer Figures: 5,000.00  
Curr: USD

By Order of: MABEY AND JOHNSON LTD

Ordering Bank: BARCLAYS BANK PLC, READING BRANCH, MID THAMES GROUP, PO BOX 27, 3-5 KINGS STREET, READING RG1 2HD

Corres. Bank:   
 Intermediary Bank:

Bank Name: NATIONAL COMMERCIAL BANK  
54 KING STREET  
KINGSTON  
JAMAICA

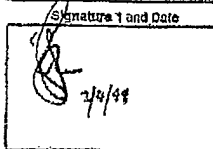
Bk Short Name: + NATCOM  
Bene Sort Code:

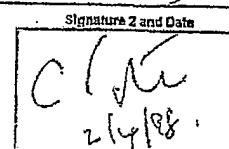
Bene Name: JOSEPH HIBBERT

Account No. 084883623

Details of Payment for this transfer for inclusion:  
\$ 1.65  
~~588900.00~~ Inv 2545  
NO DEDUCTIONS CHARGES  
LETTER OF CREDIT

Mabe Group - Account Info Only  
COMM JAMAICA - 0285R

Signature 1 and Date:  2/4/98

Signature 2 and Date:  2/4/98

Barclays Bank Chgs Only: Yes  No

Overseas Charge: No  Yes

Country: JAMAICA

02/04/98

Verified  
AJA 2/4/98

OFFICE OF THE CONTRACTOR-GENERAL

1st FLOOR, P.O. Box 540, Serious Fraud Office

16 OXFORD ROAD

P.O. Box 540

KINGSTON 5, JAMAICA, W.I.

(103)

000149000333

-----Serious Fraud Office-----

PXS 0023

02/04/98

Barclays BusinessMaster II  
Transmitted Instructions

Page

Payment 0257 Accepted

Beneficiary Details

Number

Name JOSEPH HIBBERT

Country JAMAICA

Payment Instructions ADVISE & CREDIT  
Payment Reference COMMISSION - JAMAICA 0282R

Beneficiary Account Details

Account Number 064883623  
Routing Code +NATCOM  
Country JAMAICA

Bank NATIONAL COMMERCIAL BANK  
54 KING STREET  
KINGSTON

Remitter Details

Debit Account 0010 M & J CURRENCY  
Remitter Name MABBY AND JOHNSON LIMITED

Account Currency US\$

Payment Details

Currency USD Amount 5,000.00  
Processing Date 02/04/98

Send In Currency US\$

Charging Instructions BENEFICIARY PAYS OWN CHARGES & REMITTER PAYS BARCLAY

BBM Reference 00448018 Processing Summary  
Barclays Reference

Input/Amended on 02/04/98 by Operator 10  
Verified on 02/04/98 by Operator 04  
Authorised on 02/04/98 by Operator 01  
Transmitted on 02/04/98 by Operator 10

\*\* End Of Report \*\*

OFFICE OF THE CONTRACTOR-GENERAL  
1ST FLOOR, PIOJ BUILDING  
16 OXFORD ROAD  
P.O. Box 540  
KINGSTON 5, JAMAICA, W.I.

-----Serious Fraud Office-----

104

000149000339

PXS 0024

Serious Fraud Office

13/09/08 09:27 FAX 01189403841

MABEY GROUP

ALLERSON A

002/003



MABEY & JOHNSON LTD

Floral Mile, Twyford, Reading RG10 9SQ  
Telephone: (0118) 940 3921 • Facsimile: (0118) 940 3941 • E-Mail: sales@mabey.co.uk

MABEY COMM

SHEET 1 OF 2

Barclays Bank Plc  
Reading Corporate Banking Centre  
60 Queens Road  
Reading  
Berkshire RG1 4XX

URGENT - INSTRUCTION BY FAX  
VIA BARCLAYS BANK PLC  
CORPORATE BANKING CENTRE FAX  
NUMBER 0118 9 553111

Dear Sir,

Subject: Transfer Amount USD 7,000.00 Codeword GENERAL

In reference to the attached unfortunately we cannot utilise the BusinessMaster System for this transaction. Therefore we ask that the bank proceed using the originally signed form containing the relevant information.

We trust that you can proceed and look forward to receiving the advice that our instruction has been carried out with the Barclays Bank reference numbers.

Yours Faithfully  
for and on behalf of  
Mabey and Johnson Ltd

Authorised Signatory

Registered Office: Unit 8, Lydney Industrial Estate, Harbour Road, Lydney GL15 4BJ Registered in England No. 303509

OFFICE OF THE CONTRACTOR-GENERAL  
1ST FLOOR, P10J BUILDING  
16 OXFORD ROAD

Serious Fraud Office  
PO BOX 540

KINGSTON 5, JAMAICA, W.I.

105

000149000340

----- Serious Fraud Office -----

PSX0025

13/08 09:27 FAX 01169403941 MABEY GROUP \*\*\* ALLEESON A @003/003

Fax Sheet 2 of 2

Coda Word

Office of Bank Transfer

Account No. 87249422 USD SORT CODE 20-71-02

Type of Transaction  
INTERNATIONAL

Order Acct MABEY AND JOHNSON LTD

Issue Date 11/05/98

Value Date 11/05/98

Transfer SEVEN THOUSAND USD Transfer Figures 7,000.00 Curr. USD

Order of: MABEY AND JOHNSON LTD

Ordering Bank BARCLAYS BANK PLC, READING BRANCH, MID THAMES GROUP, PO BOX 27, 3-5 KINGS STREET, READING RG1 2HD

Issuing Bank

Beneficiary Bank

Bank Name NATIONAL COMMERCIAL BANK  
84 KING STREET  
KINGSTON  
JAMAICA

Bank Sort Code

BK Short Name  
+ NATCOM

Order Name JOSEPH HIBBERT

Account No. 084883823

Details of Payment for this transfer for inclusion

MabeY Group - Account Info Only  
COMM. JAMAICA

Signature 1 and Date

Signature 2 and Date

Barclays Bank Chgs Only

Yes

Country

JAMAICA

Overseas Charge

No

11/05/98

OFFICE OF THE CONTRACTOR-GENERAL  
1ST FLOOR, PIOJ BUILDING

16 OXFORD ROAD

----- Serious Fraud Office -----  
P.O. BOX 540

KINGSTON 5, JAMAICA, W.I.

106

000149000338

PXS 0026

----- Serious Fraud Office -----

13/05 '98 09:26 FAX 01180403941  
NET

MABEY GROUP \*\*\* ALLESON A  
1978-01-11 18:17

0001/003  
page 1.0 of 1



MESSAGE SEQUENCE NUMBER FXGR8943  
 TO: MABEY & JOHNSON LTD  
 FROM BARCLAYS BANK PLC  
 PAYMENT ADVICE  
 MSG REF 063320 12/05/98  
 WE DEBIT YOUR ACCOUNT 87249422 AT 207103 ON 12/09/98  
 CREDIT AMT 7,000.00 USD EXCHANGE RATE VALUE 12/05/98  
 DEBIT AMT 7,000.00 USD  
 TOTAL DR PTY CHARGE 57.80 USD  
 COMPRISING OURS: 57.80 1.65150000 ( 35.00 GBP)  
 TOTAL CHARGES DEDUCTED FROM PAYMENT AMOUNT 0.00 USD  
 ORDERING CUSTOMER  
 MABEY & JOHNSON LTD  
 IN FAVOUR OF  
 NATIONAL COMMERCIAL BANK 54 KING ST JOSEPH HIBBERT  
 STREET KINGSTON JAMAICA  
 ACCOUNT : 064983623  
 OUR NUMBER : 601015  
 YOUR NUMBER : 207103/6165  
 PAYMENT DETAILS :

*Handwritten signature: M. Mahon*

OFFICE OF THE CONTRACTOR-GENERAL  
 1ST FLOOR, PIOJ BUILDING  
 16 OXFORD ROAD  
 P.O. Box 540  
 KINGSTON 5, JAMAICA, W.I.

----- Serious Fraud Office -----

107

000149000346

PYS 0032

Serious Fraud Office

23/07 '98 10:08 FAX 01189403941

MABEY GROUP

ALLEESON A

002/003

Fax Sheet 2 of 2

Form for Bank Transfer

Code Word

981000

Debit Account No. 3 0 6 5 6 8 4 4 GBP SORT CODE 20 - 71 - 03

Type of Transaction  
UK SAME DAY

Debit Acct MABEY AND JOHNSON LTD

Release Date 22/07/98

Value Date 22/07/98

Transfer FIVE THOUSAND FOUR HUNDRED AND FORTY NINE GBP 62 PENCE  
Transfer Figures 5,449.62  
Curr. GBP

By Order of MABEY AND JOHNSON LTD

Ordering Bank BARCLAYS BANK PLC, READING BRANCH, MID THAMES GROUP, PO BOX 27, 3-5 KINGS STREET, READING RG1 2HD

Corres. Bank

Intermediary Bank

Bank Name BARCLAYS BANK PLC  
351/359 SOHO ROAD  
BIRMINGHAM  
WEST MIDLANDS B21 9SE

Bank Sort Code  
20 69 03

Bank Short Name  
+BARC

Beneficiary Name JOSEPH HIBBERT

Account No. 10473938

Details of Payment for this transfer for inclusion.

Mabe Group - Account info Only  
JAM COMM

Signature 1 and Date

Signature 2 and Date

Barclays Bank Chgs Only

Yes

Overseas Charge

Yes

Process

PRIORITY

Country

JAMAICA

22/07/98

OFFICE OF THE CONTRACTOR-GENERAL  
1ST FLOOR, PIOJ BUILDING  
16 OXFORD ROAD

Serious Fraud Office  
KINGSTON 5, JAMAICA, W.I.

113

--- Serious Fraud Office ---

P45 0034

03/11/98 17:10 FAX 01169403941

MABEY GROUP

+++ ALLEESON

### Form for Bank Transfer

Fax Sheet 2/01/98

Code Word

Debit Account No. 3 0 6 5 6 6 4 4 GBP SORT CODE 20 - 71 - 03

Type of Transaction  
UK SAME DAY

Debit Acct MABEY AND JOHNSON LTD  
Release Date 03/11/98

Value Date 03/11/98

Transfer FIVE THOUSAND GBP  
Transfer Figure 5,000.00  
Curr. GBP

By Order of MABEY AND JOHNSON LTD

Ordering Bank BARCLAYS BANK PLC, READING BRANCH, MID THAMES  
GROUP, PO BOX 27, 3-5 KINGS STREET, READING RG1  
2HD

Corres. Bank

Intermediary Bank

Bank Name BARCLAYS BANK PLC  
351/359 SOHO ROAD  
BIRMINGHAM  
WEST MIDLANDS B21 9SE

Bank Sort Code  
20 09 03

Bank Short Name  
+BARC

Bank Name JOSEPH HIBBER

1473-9639  
~~1473~~  
~~9639~~

Account No. 10473938

Details of Payment for this transfer for inclusion.

MabeY Group - Account Info Only  
JAM COMM

Signature 1 and Date

Signature 2 and Date

Barclays Bank Chgs Only

Yes

Overseas Charge

Yes

Process

PRIORITY

Country

JAMAICA

03/11/98

OFFICE OF THE CONTRACTOR-GENERAL

1st Floor, Plus Building  
--- Serious Fraud Office ---

P.O. Box 540

KINGSTON 5, JAMAICA, W.I.

115



000149000300

-182-

----- Serious Fraud Office -----

PX5 0036

18/05 '99 18:34 FAX 01189403941 MABEY GROUP ALLEESON A 003/004

**Form for Bank Transfer**

TERMINAL  
Fax Sheet 2 of 2  
Code Word  
**VIBRATION**

Debit Account No. 3 0 6 5 6 8 4 4 GBP SORT CODE 20 - 71 - 03  
Debit Acct MABEY AND JOHNSON LTD  
Release Date 18/05/99  
Value Date 18/05/99  
Type of Transaction  
UK SAME DAY

Transfer FIVE THOUSAND GBP Transfer Figures 5,000.00 Curr. GBP

By Order of: MABEY AND JOHNSON LTD

Ordering Bank BARCLAYS BANK PLC, READING BRANCH, MID THAMES GROUP, PO BOX 27, 3-5 KINGS STREET, READING RG1 2HD

Corres. Bank  
Intermediary Bank

Bank Name BARCLAYS BANK PLC  
351/359 SOHO ROAD  
BIRMINGHAM  
WEST MIDLANDS B21 9SE  
Bene Sort Code 20 09 03  
BK Short Name +BARC

Bene. Name JOSEPH HIBBERT

Account No. 10473936

Details of Payment for this transfer for inclusion.

MabeY Group - Account Info Only  
JAM COMM

Signature 1 and Date *Ch Hibbert* 18/5/99  
Signature 2 and Date *D MabeY* 18/5/99  
Barclays Bank Chgs Only Yes  
Overseas Charge Yes  
Process PRIORITY  
Country JAMAICA  
18/05/99

OFFICE OF THE CONTRACTOR-GENERAL  
1ST FLOOR, P.O. BUILDING

----- Serious Fraud Office -----  
P.O. Box 540  
KINGSTON 5, JAMAICA, W.I.

117

000149000243

PYS 0041

-----Serious Fraud Office-----

04/08 '99 17:29 FAX 01189403941 MABEY GROUP +++ ALLBESON A 002/004

TRFJUN06,  
Fax Sheet 2 of 2

### Form for Bank Transfer

Code Word  
**Rehabilitation**

Debit Account No. 3 0 6 5 6 8 4 4 GBP SORT CODE 20 - 71 - 03	Type of Transaction
Debit Acct MABEY AND JOHNSON LTD	
Release Date 03/06/99	
Value Date 03/06/99	

Transfer THREE THOUSAND USD	Transfer Figures 3,000.00	Curr. USD
-----------------------------	---------------------------	-----------

933

By Order of: MABEY AND JOHNSON LTD	Gene Sort Code
Ordering Bank BARCLAYS BANK PLC, READING BRANCH, MID-DIMES GROUP, PO BOX 27, 3-5 KINGS STREET, READING RG1 2HD	
Corres. Bank	
Intermediary Bank	
Bank Name NATIONAL COMMERCIAL BANK 54 KING STREET KINGSTON JAMAICA	Bk Short Name + NATCOM
Gene. Name JOSEPH HIBBERT	
Account No. 0 6 4 8 8 3 6 2 3	

Details of Payment for this transfer for inclusion.

Mabey Group - Account Info Only ADV COMM JAMAICA	
Signature 1 and Date 4/6/99	Signature 2 and Date 4/6/99
Barclays Bank Chgs Only <input type="checkbox"/> Yes	Oversize Charge <input type="checkbox"/> Yes
Process <input type="checkbox"/> PRIORITY	Country <input type="text" value="JAMAICA"/>
	<input type="text" value="02/06/99"/>

OFFICE OF THE CONTRACTOR-GENERAL

1ST FLOOR, P.O. BUILDING  
-----Serious Fraud Office-----  
16 OXFORD ROAD  
P.O. Box 540  
KINGSTON 5, JAMAICA, W.I.

122

000147000052

Serious Fraud Office

PXS 0047

03/07 '00 12:48 FAX 01189403941

MABEY GROUP

ALLBESON A

002/003

Barclays International Payments Service - Customer Order Form

MABEY



Reference [ ]

Value Date [ ]

Please Send:

Name of Currency: POUNDS STERLING

Currency Code: GBP

Amount: 5000.00

Random Number (From Device) [ ]

Authentication Code (From Device) [ ]

Account Holding Sort Code: 20 71 03

Account Number in Debit: 30656844 GBP

In Currency to be sent: POUNDS STERLING

Currency Code: GBP

Priority Service (At Extra Charge) 'X' Here

To Beneficiary's (Name): JOSEPH HIBBERT

Account Number: 10473936

Address (If Acct No. Not Known)

At

Beneficiary Bank Name & Address

BARCLAYS BANK PLC  
351/359 SOHO ROAD  
BIRMINGHAM  
WEST MIDLANDS B21 9SE

Bank Code

20 09 03

Payment Details (Information for beneficiary)

By Order (Your name or company name)

MABEY AND JOHNSON LTD

Please charge my/our account with:

OPTION A (Selected) Amount of payment plus All charges

OPTION B Amount of payment plus Barclays UK Charges only

OPTION C Amount of payment only (All charges to be deducted from amount sent to beneficiary)

Currency of Account: POUNDS STERLING

Debit charges from Account (if different from above)

30656844 Stlg

Original Forward Contract Reference (if Forward Contract)

Deal Number [ ]

Date [ ]

Transaction Equivalent

Currency Code (if not sterling)

Printed on behalf of

MABEY AND JOHNSON LTD

48

OFFICE OF THE CONTRACTOR GENERAL  
Serious Fraud Office

16 OXFORD ROAD  
P.O. Box 540  
KINGSTON 5, JAMAICA, W.I.

128

PX5 0056

20/03, '01 10:32 FAX 01189403841

MABEY GROUP ALLEBSON A @002/003

BARCLAYS  
To: Barclays Bank PLC

THOMAS

Barclays International Payments Service  
Customer Order Form

Account Holding Branch Name <b>READING</b>	Sort Code <b>20 71 03</b>	Amount <b>3,000.00</b>	BANK USE ONLY
Please Send:			Branch Reference
Amount in words <b>FIVE THOUSAND GBP</b>			Despatch (DD/MM/YY)

In

Currency to be sent <b>POUNDS STERLING</b>	Currency Code <b>GBP</b>	Priority Service <b>(At Extra Charge) '0' Here</b>
---	-----------------------------	---

To

Beneficiary's (Name) **JOSEPH HIBBERT**

Account Number **10473936**

Address (If Acct No. Not Known)

At

Beneficiary Bank Name & Address  
**BARCLAYS BANK PLC  
351/359 SOHO ROAD  
BIRMINGHAM  
WEST MIDLANDS B21 9SE**

Bank Code **20 09 03**

Payment Details:  
(Information for beneficiary)

By Order: **MABEY AND JOHNSON LTD**  
(Your name or company name)

Please charge my/our account with:

<b>OPTION A</b>	or	<b>OPTION B</b>	or	<b>OPTION C</b>
Amount of payment plus All charges		Amount of payment plus Barclays UK Charges only		Amount of payment only (All charges to be deducted from amount sent to beneficiary)

Account No **30658844 GBP**

Currency of Account **Pounds Sterling**

Debit charges from Account **(if different from above)**

**30658844**

Complete only if foreign currency has already been arranged

We have booked the foreign currency as follows: Original Forward Contract Reference (if Forward Contract):

Deal Number	Value Date	Rate
Transaction Equivalent		Currency Code (if not sterling)

BANK USE ONLY	INSTRUCTIONS RECEIVED	Random Number	Authentication Code
DATE	TIME		
Branch Codes: Name and Number		Special Instructions	
Barclays UK Charges	Barclays Overseas Delivery Charges	Total Charges	Fax Transmission Charge (if/when)

Please make the above payment. We have read and agree to be bound by the Terms and Conditions described overleaf. I understand that if a charging option is not selected, then Option B as described above will apply.

For and on behalf of **MABEY AND JOHNSON LTD**

20/3/01



SER COMPANY/31

OFFICE OF THE CONTRACTOR-GENERAL  
1ST FLOOR, PIGLI BUILDING

Serious Fraud Office

P.O. Box 540

KINGSTON 5, JAMAICA, W.I.

139

Case Name: MJN01

-186-

000149000271

Serious Fraud Office

PYS 0065

30-Oct-91 17:27 From: Mabej & Johnson Ltd +44 T-028 P.003/8M P-010

**BARCLAYS** ELEPHONE  
To: Barclays Bank PLC

**Customer Order Form** TR 00294

Account Holding Branch Name <b>READING</b>	Sort Code <b>20 71 03</b>	Amount <b>3,000.00</b>	<b>BANK USE ONLY</b>
Please Send Amount in words <b>THREE THOUSAND GBP</b>			Branch Reference Despatch (DD/MM/YY)
In Currency to be sent <b>POUNDS STERLING</b>	Currency Code <b>GBP</b>		Priority Service (At Extra Charge) * * * Here <input checked="" type="checkbox"/>
To Beneficiary's Name <b>JOSEPH HIBBERT</b>	Account Number <b>10473938</b>		
Address (If Acct No. Not Known)			
At Beneficiary Bank Name & Address <b>BARCLAYS BANK PLC 351/359 SOHO ROAD BIRMINGHAM WEST MIDLANDS B21 3SE</b>			
Bank Code <b>20 09 03</b>			
Payment Details: (Information for beneficiary)			
By Order: (Your name or company name) <b>MABEY AND JOHNSON LTD</b>			
Please charge my/our account with:			
Account No <b>30556844 GBP</b>	<input type="radio"/> <b>OPTION A</b> Amount of payment plus All charges	or <input type="radio"/> <b>OPTION B</b> Amount of payment plus Barclays UK Charges only	or <input type="radio"/> <b>OPTION C</b> Amount of payment only (All charges to be deducted from amount sent to beneficiary)
Currency of Account <b>Pounds Sterling</b>	<input checked="" type="radio"/> <b>Debit charges from Account</b>	<input type="radio"/> (if different from above)	<b>30856844</b>

Complete only if foreign currency has already been arranged

We have booked the foreign currency as follows: Original Forward Contract Reference (if Forward Contract):

Deal Number	Value	Date	Rate	Currency Code (if not sterling)
Transaction Equivalent				

<b>BANK USE ONLY</b>	<b>INSTRUCTIONS RECEIVED</b>	<b>Random Number</b>	<b>Authentication Code</b>
DATE	TIME		
Branch Contact Name and Number	Special Instructions		
Barclays UK Charges <input checked="" type="checkbox"/>	Barclays Overseas Delivery Charge <input type="checkbox"/>	Local Charges <input type="checkbox"/>	Pay Transmitted Check (only if <input type="checkbox"/> )

Please make the above payment. We have read and agree to be bound by the Terms and Conditions described overleaf. I understand that if a charging option is not selected, then Option B as described above will apply.

For and on behalf of **MABEY AND JOHNSON LTD** 30/10/91 **MABEY**

See COMPAY172.

OFFICE OF THE CONTRACTOR-GENERAL

1st Floor, P.O. Building  
Serious Fraud Office  
10 OXFORD ROAD

P.O. Box 540  
KINGSTON 5, JAMAICA, W.I.

146

000149000335

PXS 0021

Serious Fraud Office

02/04 '98 10:15 FAX 01169403941

HABER GROUP

ALLESON A

002/003

04/01/98 12:39

308 221 8928

HOTEL LINA

001

0044 118 940 3941

ATT: PETER SYKES

Barceló

Gran Hotel Lina

& Casino

JANUARY / 98

From: JONATHAN

DANOS

Room 808

MARY J. James  
PS

JAMAICA

Please transfer \$5,000 U.S. to Joe  
Hibbert to his Jamaican account from  
his C.

Thanks  
J.L. DANOS

approved  
Shabery  
1/4/98

OFFICE OF THE CONTRACTOR-GENERAL  
1ST FLOOR, PIOJ BUILDING  
16 OXFORD ROAD  
P.O. Box 540  
KINGSTON 5, JAMAICA, W.I.

MARIA GOMEZ ESO, 27 DE FEBRERO - APO. CORREOS No. 1915 - TEL: 563-5031 - FAX (809) 628-5531  
TOLL FREE 1-800-942-2461 - CABLE HOTELINA - SANTO DOMINGO, REP. DOMINICANA  
RNC-101-01095

Serious Fraud Office

102

000149000344

PXS 0030

Serious Fraud Office

23/07 '98 10:08 FAX 01189403841

MABEY GROUP

+++ ALLESON A

003/003

**Mabey & Johnson Ltd**

Mabey & Johnson Ltd  
Store Mill  
Twyford  
Reading, Berkshire RG10 9SQ

Phone 0118 940321  
Fax 0118 940321  
Email: Sykes@mabey.co.uk

# Memorandum

To: David Mabey  
From: Peter Sykes  
cc: Jonathan Danos  
Date: 22 July 1998  
Subject: Jamaican Commissions - J Hibbert

Please find attached the commission statement for J Hibbert for Jamaica which indicates a total of £16,449.62. As you are aware Mr J Hibbert is visiting the UK at the moment and he has requested via Jonathan Danos that he would like payment of commissions due as follows:-

- 1) The sum of £10,000 to be made available in cash (tomorrow 23/7/98).
- 2) The remainder to be transferred to his account in Birmingham.

If you are in agreement for the payment to be made please sign the attached transfer document plus the confirmatory letter to the bank to provide the cash amount.

OFFICE OF THE CONTRACTOR-GENERAL  
1ST FLOOR, PIOJ BUILDING  
16 OXFORD ROAD  
P.O. BOX 341

Serious Fraud Office  
KINGSTON, JAMAICA, W.I.

(111)

- 169 -

000149000295

P450033

Serious Fraud Office

05/11/98 17:11 FAX 01189403941 MABBY GROUP  
NICARAGUA 11-2-98 9:39 505 2 283087 ALLIESON A 003/003  
01189403941 P.1/2



Facsimile

Senders Name José María Madros Room No. 718 Date 11/Nov/98

Receivers Name MIKEL URIBARREN No. of Pages (Inc. this) 2

Message CONT

JAMAICA

I have just spoken to Joe Hibbert of Jamaica. His mother has just died in England. Could you please arrange thro P&H sykes for \$5,000 (advance) commission to be paid immediately to his Birmingham account as he needs to make funeral arrangements. PLS Don't Delay - thanks.

PLS be on standby for large emergency requirement from Nicaragua + Honduras.

saludos  
Jonathan



101 Octava Calle Sur Oeste, Managua, Nicaragua. Tels.: 283530/8 Fax: 283087

OFFICE OF THE CONTRACTOR-GENERAL  
1st FLOOR, P.O. BUILDING

16 Serious Fraud Office

P.O. Box 540  
KINGSTON 5, JAMAICA, W.I.

114



000149000301

PXS 0039

-----Serious Fraud Office-----

18/05 '99 10:34 FAX 01180403941

MABEY GROUP

+++ ALLEBSON A

@004/004

Mabeey & Johnson Ltd

Memo

To David Mabeey, Peter Sykes  
From Jonathan Danos  
Date/Time 18/05/99 at 11:56  
Subject Jamaica - Joseph Hibbert - Commission Account

I have been approached by Joe Hibbert regarding an advance of GBP5,000 to cover expenses on his next visit to the UK.

He has requested that this sum is credited to his account in Birmingham.

If you are in agreement for this transfer to take place please sign the transfer document.

*[Handwritten signatures]*

Mabeey and Johnson Ltd  
Riverside  
Forward, Reading  
Barnham, Epsom S.W. 1  
PSO  
0118 40393  
0118 40394

OFFICE OF THE CONTRACTOR-GENERAL  
1ST FLOOR, PIOJ BUILDING

16 SAFFORD ROAD  
Serious Fraud Office  
P.O. BOX 540

KINGSTON 5, JAMAICA, W.I.

120

000149000244

PXS 0040

-----Serious Fraud Office-----

04/06 '99 17:29 FAX 01189403041

MABEY GROUP

ALLERSON A

0003/004

Mabeay & Johnson Ltd

Memo

To Peter Sykes  
From Jonathan Danos  
Date/Time 02/06/99 at 15:27  
Subject Jamaican Commission Account - Joe Hibbert

I have been contacted by Joe Hibbert today requesting that USD3,000.00 be sent by bank transfer to his Jamaican Account at National Commercial Bank. These monies are to be attributed to the next contract for Flyovers (USD30m).

Re: telecon with JED. This will be the last one in advance.

D Danos  
4/6/99.

Mabeay and Johnson Ltd  
Floor 10B  
Twyford Reading  
Berkshire England RG18  
7SD  
0118 9403041  
0118 9403042

OFFICE OF THE CONTRACTOR-GENERAL  
1ST FLOOR, PIOJ BUILDING

16 OXFORD ROAD  
Serious Fraud Office  
P.O. Box 540

KINGSTON 5, JAMAICA, W.I.

121

000147000054

PXS 0046

Serious Fraud Office

03/07 '00 12:44 FAX 01180403041

MABEY GROUP

ALLEESON A

003-004

MEMORANDUM

To: David Mabey  
From: Jonathan Danos  
Date: 30 June 2000

re: Jamaica - Joe Hibbert

Joe Hibbert, Technical Director of Ministry of Works, Jamaica is due to arrive in the UK in July and has asked us, as usual, to make travel arrangements etc for him.

- 1. Could we please transfer £2500 to Deryck Gibson's account in Jamaica (he has a travel agent that organises all his travel so we do not need to make any arrangements ourselves).
- 2. £5000 to Joe Hibbert's Manchester account.

I am pleased to confirm that we have now received from the Jamaican Government £1,212,420 for the ECGD premium that has been paid in full. Please note that this amount was included in our offer but nonetheless we have managed to get them to pay this, which increases our profit on the contract by this amount.

15% down payment of the contract is now a banking formality and requires no further action from the Jamaicans. It is expected in the next two to three weeks.

I would be grateful if you could authorise these payments which will be deducted from any commissions to be paid.

Jonathan Danos  
adb

OFFICE OF THE CONTRACTOR-GENERAL  
1st FLOOR, PICJ BUILDING

50

16 OXFORD OFFICE  
Serious Fraud Office  
P.O. Box 540

KINGSTON 5, JAMAICA, W.I.

127

000149000252

*PYS 0055*

-----Serious Fraud Office-----

Mabey & Johnson Ltd

Memo

To Peter Sykes  
From Jonathan Danos  
Date/Time 19/3/01 at 15:40  
Subject Jamaica - Joe Hibbert

*Judy  
Please raise  
cheque.  
JL*

Please arrange the following:-

- 1) Cheque for Funeral Expenses for GBP500.00 the cheque to be drawn in the name of "Faith Jadusingh".
- 2) Transfer for GBP5,000 to Joseph Hibbert - Birmingham Account.

Both the above to be deducted against commissions for Jamaican Bridge Contract.

Agree to advance this as Commission

*J. Danos*  
19/3/01



Mabey and Johnson Ltd  
Floral Mile  
Twyford, Reading  
Berkshire, England RG10  
95Q  
0118 9403921  
0118 9403941 Fax  
sykes@mabey.co.uk

*101988  
20/3/01*

OFFICE OF THE CONTRACTOR-GENERAL

1ST FLOOR, PILOT BUILDING OFFICE

16 OXFORD ROAD

P.O. Box 540

KINGSTON 5, JAMAICA, W.I.

*136*

Case Name: MJN01

-194-

00014900250

PXS 0043

-----Serious Fraud Office-----

07/01 '00 14:30 FAX 01189403941

MABEY GROUP

+++ ALLESON A

@003

JAMAICA - FLYOVOS Contract / compact  
MONTEGO Bay enterprises INC 200.  
DEC 99

Instructions for the payment of funds to  
Leadenhall Bank & Trust Company Limited

Payments to Leadenhall should be made through our banker's New York office as follows:-

Pay:-

\$ 20,000

To:-

Barclays Bank, PLC  
75, Wall Street  
New York, New York  
U.S.A.

"SWIFT" codes:-  
For Account:-

ABA #026-002-574  
BARCUS33  
Barclays Bank, PLC  
Main Branch

"SWIFT" Code:-  
In Favour Of:-

Nassau,  
Bahamas  
BARCBSNS  
Leadenhall Bank & Trust Company Limited  
a/c # 1672201  
Montego Bay 46900

Reference

Also cheque for \$200.0  
for JANICE CHASE

Dhabeey 5/100  
Subject to RIG  
approval.

*[Signature]* 5/11/00

OFFICE OF THE CONTRACTOR-GENERAL  
1ST FLOOR, P.O. BUILDING

-----Serious Fraud Office-----  
16-05-00 ROAD

P.O. Box 540  
KINGSTON 5, JAMAICA, W.I.

124

000149000342

PXS 0028

Serious Fraud Office

**Mabey & Johnson**  
**Ltd**

Mabey & Johnson Ltd

# Memorandum

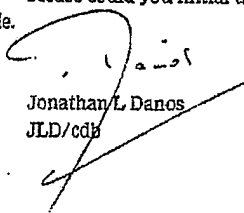
To: D.G Mabey  
From: J.L. Danos  
Date: 7 July 1998

re: Joe Hibbert - Jamaica

As you are aware Mr Hibbert is presently visiting the UK with two other colleagues. He has requested £10,000.00 cash to be deducted from commission due to him. Recent commission statement is enclosed.

Please could you initial this memo as authorisation for the payment to be made.

Jonathan L Danos  
JLD/cdb



JJ → RTG to alter Joe Hibbert's  
Commission spreadsheet.

200635  
7/7/98

OFFICE OF THE CONTRACTOR-GENERAL  
1ST FLOOR, PIOJ BUILDING  
16 OXFORD ROAD  
SERIOUS FRAUD OFFICE  
KINGSTON 5, JAMAICA, W.I.

109

000149000343

- 196 -

PX5 0029

----- Serious Fraud Office -----

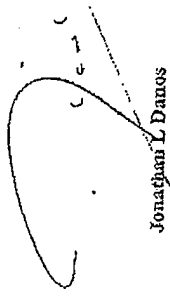
**MABEY**  
**MABEY & JOHNSON LTD**

Floral Mills, Ivyford, Reading RG10 9SQ  
Telephone (0118) 940 3921 · Telex 848649 · Facsimile (0118) 940 3941

7 July 1998

Res Jamaica, Commission A/C

I confirm I have received the sum of £10,000 (ten thousand pounds) cash on behalf of Mr J Hibbert.



Jonathan L Danos

OFFICE OF THE CONTRACTOR-GENERAL  
1st Floor, PIOJ Building

16 OXFORD ROAD  
----- Serious Fraud Office -----  
P.O. BOX 540

KINGSTON 5, JAMAICA, W.I.

(110)

000149000345

PXS 0031

Serious Fraud Office

23/07 '98 10:08 FAX 01189403941

MABEY GROUP

+++ ALLEESON A

001/003



9810020

MABEY & JOHNSON LTD

Floral Mile, Twyford, Reading RG10 9SQ  
Telephone: (0118) 940 3921 · Facsimile: (0118) 940 3941 · E-Mail: sales@mabey.co.uk

Our Ref: Benia  
Your Ref:  
July 22, 1998

Sent by Fax 9553111  
Password: *Benia*  
JAMAICA

Barclays Bank PLC  
Reading Corporate Banking Centre  
PO Box 2481, 60 Queens Road  
Reading RG1 4XX

For the attention of George Kyriacopoulos - International Services.

Dear George

Re : Cash requirement for Thursday 23 July 1998.

In confirmation of instructions from Peter Sykes we will require the sum of £10,000.00 in cash (£20 notes) to be provided Thursday 23 July 1998 at 1100 hours.

The person nominated to collect these funds will call personally at King Street with a copy of this letter for identification.

Please debit the above amount from our Sterling Account No. 30656844.

Yours Faithfully  
for and on behalf of  
Mabey and Johnson Ltd

*P. Sykes*  
Authorised Signatory

*A. Alleeson*  
Authorised Signatory

Registered Office: Unit 4, Lydney Industrial Estate, Hylbeor Road, Lydney GL15 2EF Registered in England No. 333569

OFFICE OF THE CONTRACTOR-GENERAL  
1ST FLOOR, PIOJ BUILDING  
16 OXFORD ROAD

Serious Fraud Office  
KINGSTON 5, JAMAICA, W.I.

112



000147000060

PYS 0053

-----Serious Fraud Office-----

20/12/00 09:11 FAX 01189403841 MABEY GROUP ALLEPSON A 0002/00

**Amount due from invoice** Commission Form No: COM PAY115

Invoice Date  
 Invoice Number X  
 Contract No. S00 730  
 Customer MOLG  
 Comm Due 1.00000 Commission Due Currency 0.00 Currency GBP  
 Commission Due Sterling £666.67 Rate of Exch. 1  
 Agent Ledger Code JAMHIBBERTGBP  
 Agent Name JOE HIBBERT Agent Country JAMAICA  
**Payments made**  
 Payment Date 19/12/00 Total Payment Currency 10,000.00 Payment Currency USD

Which Commissions being paid

Comments

Same TRUSDEC: paid to State Bank by credit transfer  
 from USD to Star

OFFICE OF THE CONTRACTOR-GENERAL  
 1ST FLOOR, PIOJ BUILDING

56

TO OXFORD ROAD  
 Serious Fraud Office  
 P.O. Box 540

KINGSTON 5, JAMAICA, W.I.

134

**JAMAICA CONSTABULARY FORCE**



-199-

Phone: (876) 960-1617 / 968-9951  
Fax: (876) 968-7692  
Email: [leslie.green@jcf.gov.jm](mailto:leslie.green@jcf.gov.jm)

**Serious & Organised Crime Branch  
NCB South Tower  
4<sup>th</sup> Floor  
2 Oxford Road,  
Kingston 5**

ANY REPLY OR SUBSEQUENT REFERENCE TO THIS COMMUNICATION SHOULD BE ADDRESSED TO THE ASSISTANT COMMISSIONER OF POLICE, SERIOUS & ORGANISED CRIME, AND **NOT TO ANY OFFICER** BY NAME AND THE FOLLOWING REFERENCE QUOTED:

NO: \_\_\_\_\_

May 7, 2009

**Mr. Greg Christie**  
Contractor General  
Office of the Contractor General  
PIOJ Building  
16 Oxford Road  
P.O. Box 540  
Kingston 5

Re: Formal Investigation into Allegation of Corruption and Irregularity Involving Government of Jamaica Contracts Awarded to Mabey and Johnson Limited

Today, I attended a meeting between representatives from Mabey and Johnson Limited and the Government of Jamaica. During this meeting, I was provided with a copy of the attached letter that clearly sets out relevant information to your investigation.

I forward such for your consideration in the knowledge that all parties to the said meeting agreed for the letter to be provided to your office. I believe the Serious Fraud Office may be visiting Jamaica later this month and I will make arrangements for them to meet with your officers, to discuss any new developments.

Submitted,

.....  
Leslie Green  
Assistant Commissioner of Police

/sp

*CONFIDENTIAL  
cc. CS, LH, NB*

*J  
5/13/09  
1:30 PM*

*CONFIDENTIAL  
FOR PUBLIC DISCLOSURE*



-200-

# MABEY & JOHNSON LTD

Floral Mile, Twyford, Reading RG10 9SQ  
Telephone: (0118) 940 3921 · Facsimile: (0118) 940 3941 · E-Mail: sales@mabey.co.uk

5 May 2009

**PRIVATE & CONFIDENTIAL**

**ADDRESSEE ONLY**

**The Prime Minister  
The Prime Minister's Office  
1 Devon Road  
Kingston 10  
Jamaica**

**By Hand**

Dear Sir

**Mabey and Johnson Limited ("Mabey and Johnson" or "the Company") – Contracts with the Jamaican Government**

As you are aware from recent press comment, the UK's Serious Fraud Office ("SFO") is investigating contracts under which Mabey and Johnson Limited ("Mabey and Johnson") supplied bridging to the Jamaican Government.

The SFO's investigation commenced as the result of a voluntary disclosure by Mabey and Johnson to the SFO in February 2008. We have wanted to write to you and explain the matters surrounding the investigation for some time, but the SFO advised that it would be a criminal offence to disclose the existence of their investigation to any third parties, including the Jamaican Government. It is for this reason that we have been unable to inform you of these issues earlier. The investigation is now in the public domain and the SFO has confirmed that the prohibition on disclosure no longer applies.

**Allegations of corruption**

In 2007, Jonathan Danos, a former employee of Mabey and Johnson, made allegations that Mabey and Johnson had made corrupt payments to a public official in Jamaica. These allegations were made in the context of Mr Danos defending a fraud claim brought against him by the Company. Mr Danos provided documents to support the allegations. Mabey and Johnson instructed its lawyers to investigate these allegations and further documents were provided to them by Mabey and Johnson. As a result of these investigations, and on the lawyers reporting their conclusions to the Mabey and Johnson Board and the Mabey Holdings Limited ("Mabey Holdings") Board, the lawyers were instructed to make a voluntary disclosure to the SFO, as referred to above.

**Findings of the investigation**

Mabey and Johnson has entered into the following contracts with the Jamaican Government:

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cc. CB, CE, MB  
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- Contract for the supply of compact bridging, internally referenced as OX93/081 with the Ministry of Construction in 1993, with a net sales value of £291,000;
- Contracts for the supply of Compact 200 road and pedestrian bridges and spare parts, internally referenced as 0282R and 0298R, despatched in June and August 1997 with net sales values of £547,000 and £60,000 respectively;

(together, we refer to these three contracts as the "Earlier Contracts")

- In a joint venture with Kier International Limited, the Kingston Priority Flyover Programme, on 17 December 1999, with a total sales value of £14.9m in total including contingency ("Jamaica 1");
- The Priority Rural Bridge Programme, on 23 August 2002 with a total value for goods and services of £20.3m ("Jamaica 2").

Evidence identified in the investigation shows that Mabey and Johnson paid a Joseph Hibbert sums of money directly into UK and Jamaican bank accounts in his name, between November 1993 and October 2001. We believe that Joseph Hibbert served as a Jamaican Government official within the body now known as the Ministry of Transport and Works from the late 1980's until October 2000.

Mabey and Johnson paid sums amounting to £94,434.62 by way of direct payments to Mr Hibbert in cash or to his bank account. Mabey and Johnson also paid sums totalling £10,652.12 by way of payments to people apparently linked to Mr Hibbert, including his niece, and in respect of travel for Mr Hibbert and other officials. In respect of the Jamaica 1 contract, the payments were made out of the percentage of contract value allocated to commission for the agent, Deryck Gibson and we believe that Mr Gibson would therefore have been aware of the payments. It appears he also organised some of the travel for Mr Hibbert and his colleagues.

There is also documentation to suggest that a payment was requested for travel for Mr Hibbert and three others in July 2003, however, we have not seen commission payment records evidencing that such a payment was made.

## **Jamaica 2**

As you will see from the summary of payments above, the issues which have been identified in respect of the Jamaican contracts are historic in nature.

We were very disappointed to learn that such payments have been made in the past. However, the Company has since acted properly in making a voluntary disclosure of the concerns to the SFO and in cooperating fully with their investigation. We have also, properly, raised these matters with you at the earliest opportunity.

We do not believe that these historic issues have any impact on Jamaica 2, which was signed after Mr Hibbert had left office. It is also the case that in light of changes to English law which came into effect in February 2002, Mabey and Johnson changed its approach to doing business overseas and introduced new procedures to combat bribery and corruption both by its employees and agents. Mr Gibson endorsed these new policies and agreed not to make any corrupt payments. In particular, the payments to Mr Hibbert were

made prior to the inauguration of Mabey and Johnson's Export Committee in 2002. The Export Committee was set up following the coming into force of the Anti-Terrorism, Crime and Security Act 2001, principally to ensure that no corrupt payments would be made to officials. The new procedures of the Export Committee, which included much greater scrutiny of in-country agents and payments to them, represented a substantial improvement to the processes and procedures in place previously. The changes demonstrated that the Company was endeavouring to undertake business in compliance with UK legislation and in adherence with accepted ethical principles.

Nevertheless, we instructed our lawyers to conduct a thorough internal investigation, alongside the SFO investigation, into the Jamaican contracts, including Jamaica 2. During the course of the internal review, around 135 hard copy files have been reviewed and over 80,000 electronic documents collected from Mabey and Johnson's computer server by use of targeted key word searches. From these, all documents relevant to Mabey and Johnson's contracts with the Jamaican Government have been provided to the SFO and this has amounted to over 12 boxes of hard copy documents and over 18,000 electronic documents. We have also recently regained possession of Mabey and Johnson files held by a former employee who was based in Jamaica which have now been reviewed by our lawyers and there is no evidence of any payments being made to officials in respect of Jamaica 2.

In light of our conclusion that there is no evidence of payments to officials in respect of Jamaica 2, we look forward to putting these historic issues behind us and moving onto the successful completion of that project. Mabey and Johnson is now substantially different compared to the Company in operation at the time of the payments, in terms of personnel and culture. Since the investigation commenced, four former directors have stepped down as directors and ceased to be employees of the Company. Neither the Export Sales Manager nor the agent nor the in-country Project Manager who represented Mabey and Johnson in Jamaica at the time payments were made works with or for the Company.

Indeed Mabey and Johnson have currently decided to operate directly with the NWA and the MoT&W and have assigned the Mabey and Johnson director who is also the director responsible for ethical performance personally to support and lead Mabey and Johnson's work in Jamaica.

We have also introduced revised ethical procedures and further training has been provided at both Board level and to Sales Managers the details of which we would be very pleased to share with you.

We hope that this reassures you as regards Mabey and Johnson's continued dealings with the Jamaican Government. Please let us know if you would like to discuss anything in this letter.

We are aware that there are ongoing investigations in Jamaica following the UK Serious Fraud Office providing information to their Jamaican counterparts about the matters which Mabey and Johnson have disclosed. We are concerned not to do anything which would prejudice the ongoing investigations in Jamaica. For that reason we have not sent a copy of this letter to the Ministry of Transport and Works (the purchaser) or to the Ministry of Finance and Planning (the borrower) and considered the most prudent course was to send this letter only for your attention. However, we have no objection to you providing of a

copy of this letter to the purchaser or to the borrower if you consider that an appropriate course to take. We would also be happy to forward a copy direct if you would prefer.

As mentioned earlier in this letter we have no reason to believe that the Jamaica 2 contract is affected by any issues and therefore thought we should appraise you of the next steps. We have been asked by the purchaser to sign a Variation Order for the supply of the final bridge, Rio Grande (and two further Variation Orders that relate to minor changes in bridging equipment required by the purchaser). In addition, the terms of the purchaser's performance guarantee bond, advance payment guarantee bond and loan will need to be extended in order that they remain in place during the time when the proposed Rio Grande bridge supply is undertaken. We have delayed signing any of the contractual documentation in relation to these matters pending sending this letter to you. We would therefore now propose that in one week's time we would sign the Variation Orders that have been issued by the purchaser and progress the extension to the guarantee bonds with the loan extension. Thereafter we shall diligently continue to work towards the completion of the Jamaica 2 project.

Yours faithfully  
for Mabey and Johnson Limited



Peter J Atkin  
Director

We acknowledge receipt of Mabey & Johnson's letter to us dated 5 May 2009.

.....  
For and on behalf of  
The Prime Minister's Office  
The Government of Jamaica

# Serious Fraud Office



-204-

Director: Richard Alderman

Elm House 10-16 Elm Street London WC1X 0BJ  
Email: peter.kingston@sfo.gsi.gov.uk

Leslie Green  
Assistant Commissioner of Police  
NCB South Tower 4<sup>th</sup> Floor  
2 Oxford Road  
Kingston 5  
Jamaica

Direct Tel: +44 (0)20 7239 7352

Direct Fax: +44(0)20 7239 7016

Date: 29/05/2009

Dear Mr Green

## Mabey and Johnson – Provision of documents to the Jamaican Police Force

The director of the SFO has signed a designation enabling documents to be provided to the competent police of Jamaica in relation to investigations into the affairs of Mabey and Johnson Limited. The designation specifies that Matthew Cowie may provide such documents and he has authorised me to pass relevant documentation to the Jamaican Police force on his behalf. The documents may be used in any investigation that it may carry out into Mabey and Johnson Ltd's affairs.

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I enclose the following documents:

- 1, A copy of a single page statement from Peter Roy Kingston, Senior Investigator, Serious Fraud Office, dated 20<sup>th</sup> January 2009, producing a Certified Copy of an entry Pursuant to the Births and Deaths Registration Act 1953 regarding Inez STEWART otherwise Miss COOLIE..  
(Document 6A)

A copy of a two page statement from Charmel Bernice HIBBERT, dated 17<sup>th</sup> April 2009. In this statement she details the fact that she registered the death of her grand mother, Inez STEWART on the 3<sup>rd</sup> of November 1998 at the registry Office in Lewisham, London.

She confirms that her grand mother was the mother to Joseph Uriah HIBBERT and he lives in Jamaica.

She also confirms that Faith JADUSINGH is her cousin.

(Documents 6B & 6C)

- 3, A copy of the Certified Copy an entry Pursuant to the Births and Deaths Registration Act 1953 regarding Inez STEWART otherwise Miss COOLIE.. This document shows that Inez STEWART was born on the 12<sup>th</sup> of December 1915 in Jamaica and died on the 1<sup>st</sup> of November 1998 at University Hospital Lewisham in London.

LA/MS/CS/GC  
29/05/2009  
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Brit doc Exchange: DX.135896 London (Grays Inn) 3



INVESTOR IN PEOPLE



This document also shows that the death was reported by her grand daughter, Charmel HIBBERT  
(Document 6D)

As a result of a Production Order dated 14<sup>th</sup> of March 2008 served upon Barclays Bank, the following documents were received:

- 4, A copy of Page 1 of a Personal Customer Profile Report dated 17<sup>th</sup> March 2008 referring to Mr Joseph Uriah HIBBERT. His address is shown as 27 Tucker Avenue, Kingstown, Jamaica, West Indies.  
His date of birth is shown as 20/07/1948 and that he moved to his current address on 07/10/1994.  
His mother's maiden name is shown as Inez Caroline STEWART.  
(Document 6E)
- 5, A copy of Page 2 of a Personal Customer Profile Report dated 17<sup>th</sup> March 2008 referring to Mr Joseph Uriah HIBBERT.  
His occupation/employment details are shown as 'Houses of Parliament, 81 Duke Street, Kingston, Jamaica, West Indies' He is shown as a Politically Exposed Person, Principle Party – High Risk.  
His account number is shown as 10473936.  
(Document 6F)
- 6, A copy of an 'All Entries Report' dated 18/03/2008. The account name is shown as Mr Joseph Uriah HIBBERT, the bank sort code is shown as 200903 and the account number is shown as 10473936. The closing balance as of 14/03/2008 is shown as £36.28.  
(Document 6G)
- A copy of a Barclays Bank PLC Ledger, 200903, Birmingham Soho Road, Barclays Instant Savings Account, Account number 1047-3936. referring to MR J U HIBBERT, 27 Tucker Avenue, Kingstown, Jamaica, West Indies. This document covers transaction for the period 20 Feb 02 to 20 Jun 02.  
(Document 6H)
- A copy of a Barclays Bank PLC Ledger, 200903, Birmingham Soho Road, Barclays Instant Savings Account, Account number 1047-3936. referring to MR J U HIBBERT, 27 Tucker Avenue, Kingstown, Jamaica, West Indies. This document covers transaction for the period 21 Aug 02 to 26 Mar 03.  
(Document 6I)
- 9, A copy of a Barclays Bank PLC Ledger, 200903, Birmingham Soho Road, Barclays Instant Savings Account, Account number 1047-3936. referring to MR J U HIBBERT, 27 Tucker Avenue, Kingstown, Jamaica, West Indies. This document covers transaction for the period 17 Apr 03 to 11 Sep 03.  
(Document 6J)
- 10, A copy of a Barclays Bank PLC Ledger, 200903, Birmingham Soho Road, Barclays Instant Savings Account, Account number 1047-3936. referring to MR

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J U HIBBERT, 27 Tucker Avenue, Kingstown, Jamaica, West Indies. This document covers transaction for the period 11 Sep 03 to 01 Apr 04. (Document 6K)

11, A copy of a Barclays Bank PLC Ledger, 200903, Birmingham Soho Road, Barclays Instant Savings Account, Account number 1047-3936. referring to MR J U HIBBERT, 27 Tucker Avenue, Kingstown, Jamaica, West Indies. This document covers transaction for the period 19 May 04 to 01 Oct 04. (Document 6L)

12, A copy of a Barclays Bank PLC Ledger, 200903, Birmingham Soho Road, Barclays Instant Savings Account, Account number 1047-3936. referring to MR J U HIBBERT, 27 Tucker Avenue, Kingstown, Jamaica, West Indies. This document covers transaction for the period 17 Nov 04 to 01 Jul 05. (Document 6M)

13, A copy of a Barclays Bank PLC Ledger, 200903, Birmingham Soho Road, Barclays Instant Savings Account, Account number 1047-3936. referring to MR J U HIBBERT, 27 Tucker Avenue, Kingstown, Jamaica, West Indies. This document covers transaction for the period 17 Aug 05 to 03 Jan 06. (Document 6N)

14, A copy of a Barclays Bank PLC Ledger, 200903, Birmingham Soho Road, Barclays Instant Savings Account, Account number 1047-3936. referring to MR J U HIBBERT, 27 Tucker Avenue, Kingstown, Jamaica, West Indies. This document covers transaction for the period 15 Feb 06 to 16 Aug 06. (Document 6O)

15, A copy of a Barclays Bank PLC Ledger, 200903, Birmingham Soho Road, Barclays Instant Savings Account, Account number 1047-3936. referring to MR J U HIBBERT, 27 Tucker Avenue, Kingstown, Jamaica, West Indies. This document covers transaction for the period 02 Oct 06 to 02 Apr 07. (Document 6P)

16, A copy of a Barclays Bank PLC Ledger, 200903, Birmingham Soho Road, Barclays Instant Savings Account, Account number 1047-3936. referring to MR J U HIBBERT, 27 Tucker Avenue, Kingstown, Jamaica, West Indies. This document covers transaction for the period 16 May 07 to 21 Nov 07. (Document 6Q)

17, A copy of a Barclays Bank PLC Ledger, 200903, Birmingham Soho Road, Barclays Instant Savings Account, Account number 1047-3936. referring to MR J U HIBBERT, 27 Tucker Avenue, Kingstown, Jamaica, West Indies. This document covers the period up to 02 Jan 08. (Document 6R)

The following documents have also come into the possession of the SFO:

18, A copy of a General Ledger entry regarding Montego Bay Enterprises Inc showing a payment of \$5,000.00 on 27-Apr-01 to Joseph HIBBERT.

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-207-

(Document 6S)

- 19, A copy document from TRUST SERVICES, S.A. Statement of Savings Account, Name : Banco Continental De Panama, Name Montego Bay Enterprises showing a payment transfer of \$5,000.00 to Joseph HIBBERT on Oct 9/02.

(Document 6T)

- 20, A copy of a document titles 'Leadenhall Trust US Client Account, General Ledger, Montego Bay Enterprises Inc for the period 17-Aug-01 to 08-Oct-01' showing a payment of \$5,000.00 to Joseph HIBBERT on 09-Oct-01.

(Document 6U)

- 21, A copy of the designation signed by Richard Alderman, director of the Serious Fraud Office on 9 December 2008.

Yours sincerely

Sasi-Kanth Mallela  
Investigative Lawyer

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-----Serious Fraud Office-----

Personal Customer Profile Report (Partial)

PAGE: 1  
17/03/2008 13:46

Branch 20-00-00, ONE CHURCHILL PLACE  
5528197618 MR JOSEPH URIAH HIBBERT

Personal Details

Address :	Date of Birth	: 20.07.1948
27 TUCKER AVENUE	Country of Birth	: UNKNOWN
KINGS TOWN	Country of Nationality	: UNKNOWN
JAMAICA	City/Town of Birth	: UNKNOWN
WEST INDIES	Marital Status	: SINGLE
	Num of Dependants	: 0
	Residential Status	: UNKNOWN
	Years with Bank	: 15
	Years at Address	: 13
	Date moved to Current Address	: 07.10.1994
	Market Value (if owned)	:
	Outstanding Mortgage	:
	Current Living Status	: UNKNOWN
	Country of Residence	: JAMAICA
	Mother's Maiden	: INEZ CAROLINE STEWART
	Gross Annual Income	: £0.00
	Occupation	: OTHER
	Previous Address Residential Status	: UNKNOWN

ESD Details

BTA Code	: 10 PERSONAL
BTA Sub Category Code	:
Tax ID Number	:
ESD Preference	:
ESD Exclusion	:
Third Country Tax Res Certificate	: N/A

Telephone Details

Purpose/Method	Phone Number	Availability		Preferred Time
		Start	End	
WORK PHONE	876 9291183			
HOME PHONE	876 9780669			

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10

- 209 -

-----Serious Fraud Office-----

Personal Customer Profile Report (Partial)

PAGE: 2

17/03/2008 13:46

5528197618 MR JOSEPH URIAH HIBBERT

Bank Related Details (Personal Customer)

Status :	VALIDATED
Consent :	UNKNOWN
Premier Banking Indicator :	NO
VIP :	NO
Pay/No-Pay Indicator :	
B&D Indicator :	NO
Collections :	NO
Insolvency :	NO
Care Indicator 2 :	
Care Indicator 1 :	
Deceased :	NO
KYC Date:	12.05.2003
ID&V Date:	07.10.1994

Segments/Markers

Segment	Segment Detail
KYC Details	KYC - System Identified and Verified
Politically Exposed Person	Principal Party - High Risk

Occupation/Employment Details

Employer's Name and Address :	Occupation :
HOUSES OF PARLAIMENT	OTHER
81 DUKE STREET	Employer Type : GOVERNMENT
KINGSTON	Employment Status : EMPLOYED FULL-TIME
JAMAICA	Start Date :
WEST INDIES	Retirement Date : 19.07.2013

Barclays Group Product Holdings

Product	Account/Card/ Policy No.	Start Date	End date
INSTANT SAVINGS ACCOUNT	200903 10473936	21.08.1992	

END OF REPORT

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## TRUST SERVICES, S.A.

Statement of Savings Account

6/August/03

Bank Name:	Name: BANCO CONTINENTAL DE PANAMA
Customer Name:	Name: MONTEGO BAY ENTERPRISES
Account No.:	002 001-83189-201

		Beginning balance:	Jul 31/02
		Debit	Credit Balance
Jul 31/02	Balance brought forward		132,455.07
Aug 12/02	Banking commission - Retain mail service	2.50	132,452.57
Aug 19/02	HSBC Hexagon monthly fee	5.00	132,447.57
Aug 21/02	Transfer to Obras Urbanas chequing account	1,000.00	131,447.57
Sept 2/02	Cheque stamp tax charge	0.10	131,447.47
Sept 10/02	Banking commission - Retain mail service	2.50	131,444.97
Sept 17/02	HSBC Hexagon monthly fee	16.66	131,428.31
Oct 7/02	Transfer to Mr. Nelson Rossanda	10,000.00	121,428.31
Oct 8/02	Banking commission - Transfer of \$10,000	40.00	121,388.31
Oct 9/02	Transfer to Mr. Joseph Hibbert	5,000.00	116,388.31
Oct 9/02	Transfer to Mr. Deryck Gibson	25,000.00	91,388.31
Oct 10/02	Banking commission - Retain mail service	6.25	91,382.06
Oct 11/02	OMS Invoice No. 9436	950.00	90,432.06
Oct 14/02	Banking commission - Transfer of \$5,000	53.40	90,378.66
Oct 14/02	Banking commission - Transfer of \$25,000	59.65	90,319.01
Oct 15/02	HSBC Hexagon monthly fee	5.00	90,314.01
Nov 5/02	Cheque stamp tax charge	0.10	90,313.91
Nov 12/02	Banking commission - Retain mail service	6.25	90,307.66
Nov 18/02	HSBC Hexagon monthly fee	10.00	90,297.66
Nov 29/02	Transfer to Mr. Nelson	20,000	70,297.66
Dec 3/02	Banking commission - Transfer of \$20,000	40.00	70,257.66
Dec 10/02	Banking commission - Retain mail service	8.34	70,249.32
Dec 16/02	HSBC Hexagon monthly fee	8.34	70,240.98
Dec 23/02	Transfer to United Management Service account	100.00	70,140.98
Dec 30/02	OMS Invoice No. 9518	50.00	70,090.98
Dec 31/03	Interest earned		19.21 70,110.19
Jan 2/03	Cheque stamp tax charge	0.20	70,109.99
Jan 9/03	OMS Invoice No. 9537 - Constructora Jimenez	1,300.00	68,809.99
Jan 9/03	OMS Invoice No. 9538 - Jose Hidalgo	1,407.00	67,402.99
Jan 9/03	OMS Invoice No. 9538 - Obras Urbanas	1,300.00	66,102.99
Jan 9/03	OMS Invoice No. 9540 - Montego Bay Enterprises	1,306.00	64,796.99
Jan 9/03	OMS Invoice - Servicios Bella	1,330.00	63,466.99
Jan 9/03	Annual Trust fees	1,000.00	62,466.99
Jan 14/03	Banking commission - Retain mail service	5.00	62,461.99
Jan 14/03	HSBC Hexagon monthly fee	10.00	62,451.99
Jan 31/03	Interest earned		109.82 62,561.81
Feb 21/03	OMS Invoice No. 9687	750.00	61,811.81
Mar 5/03	Interest earned		95.71 61,907.52
Mar 31/03	Interest earned		105.10 62,012.62
Apr 30/03	Interest earned		101.99 62,114.61
Jun 2/03	Interest earned		105.44 62,220.05

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Leadenhall Trust US General Ledger For the Period from 17th		\$ Client Account Ledger Aug, 2001 to Date		
Montego Bay Estate		Prises Inc.		
Date	Description	Received	Paid	Balance
<b>Current Account</b>				
<b>2001</b>				
17-Aug-01	Beginning Balance			877,828.45
17-Aug-01	Bank charges		15.00	877,813.45
20-Aug-01	Deryck Gibson Limited	125,000.00		752,813.45
20-Aug-01	Bank charges		15.00	752,798.45
20-Aug-01	Management Service Limited	OMS 3,199.00		749,599.45
20-Aug-01	Bank charges		15.00	749,584.45
20-Aug-01	Swift charges		100.00	749,484.45
20-Aug-01	LBTC charges		50.00	749,434.45
21-Aug-01	Royal Bank of Canada	Miami 425,000.00		324,434.45
21-Aug-01	Bank charges		15.00	324,419.45
21-Aug-01	LBTC charges		75.00	324,344.45
01-Oct-01	Transfer from Fd		320,000.00	4,344.45
09-Oct-01	Mr. Joseph Hibbert		5,000.00	-655.55
09-Oct-01	Bank charges		15.00	-670.55
09-Oct-01	LBTC charges		65.00	-735.55
	Ending Balance			-735.55
<b>Fixed Deposit</b>				
<b>2001</b>				
01-Oct-01	Transfer from c/a	320,000.00		320,000.00
08-Oct-01	Deposit Interest		69.04	320,069.04
	Ending Balance			320,069.04

enc 10/15/01

Oct 11 Transfer to RBC Bahamas (81,000.00)  
 Oct 29 Transfer to James Lim ( 5,000.00)  
 \$ 234,069.04

----- Serious Fraud Office -----

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Serious Fraud Office  
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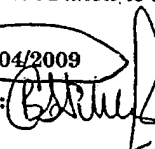
**Witness Statement**

(CJ Act 1967 s.9; MC Act 1980 ss.5A, (3) (a) and 5B, MC Rules 1981 r.70)

**Statement of:** Charmel Bernice HIBBERT  
**Age if under 18:** Over 18  
**Occupation:** Account Administrator

*This statement, consisting of 2 pages each signed by me, is true to the best of my knowledge and belief and I make it knowing that, if it is tendered in evidence, I shall be liable to prosecution if I have wilfully stated in it anything which I know to be false or do not believe to be true.*

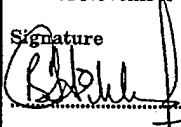
**Dated:** 17/04/2009

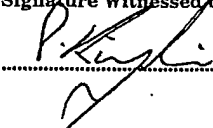
**Signature:** 

I am Charmel Bernice HIBBERT and I live at an address that is known to the Serious Fraud Office (SFO)..

I have been shown a document obtained by the SFO. I have been advised by the SFO that the document has been scanned and additional identifying information has been added to the page including a unique SFO identifying number. Where in my statement I state that I refer to a document as an Exhibit I have included the SFO reference number which is shown on the scanned image of that document.

I refer to exhibit PRK0001, a Certified Death Certificate dated 20/01/2009. I confirm that this Certified Death Certificate relates to the death of my Grand Mother, Inez STEWART who died on the 1<sup>st</sup> of November 1998 at the University Hospital Lewisham, Lewisham, London. Her date of birth was 12<sup>th</sup> December 1915. This certificate shows a SFO Docman Reference - 000291000002 and a Certificate Reference - BAH 522786. I confirm that I registered my Grand Mothers death on the third of November 1998 at the Registry Office in Lewisham, London.

**Signature**  
  
.....  
Charmel Bernice HIBBERT

**Signature Witnessed by:**  
  
.....

**CONFIDENTIAL**

-----  
Serious Fraud Office  
-----

**OFFICE OF THE CONTRACTOR-GENERAL**  
1<sup>ST</sup> FLOOR, PIOJ BUILDING  
16 OXFORD ROAD  
P.O. Box 540  
KINGSTON 5, JAMAICA, W.I.

-213-

OL  
2

000703000003

-----**Serious Fraud Office**-----

Page No. 2

Continuation of Statement of: Charmel Bernice HIBBERT

I can also confirm that my Grand Mother was the mother to Joseph Uriah HIBBERT. I'm not sure of the year but I think his birthday is in July. I would say that he is in his early sixty's. Joseph Uriah HIBBERT is my uncle and currently lives in Jamaica.

I can also say that my Grand Mother moved to the UK from Jamaica in about 1994.

I have been asked if I know a person by the name of Faith JADUSINGH. I can say that she is my cousin. I have not seen her for a number of years. She lives as far as I know in the general area that I live in. I do not know her date of birth but I think that she was born in 1965. I know that she married but I cannot recall her married name but I know that she uses her maiden name. I know that in the early nineties she used to lecture in something to do with computers in the London Borough of Tower Hamlets.

I have been asked if I know a person by the name of Mrs PINOCK. I have never heard of this person.

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**OFFICE OF THE CONTRACTOR-GENERAL  
1ST FLOOR, PIOJ BUILDING  
16 OXFORD ROAD  
P.O. Box 540  
KINGSTON 5, JAMAICA, W.I.**

Signature

Charmel Bernice HIBBERT

Signature Witnessed by:

-----**Serious Fraud Office**-----



8  
-214-

----- Serious Fraud Office -----

BAH 522786

**CERTIFIED COPY OF AN ENTRY**  
Pursuant to the Births and Deaths Registration Act 1953

<b>DEATH</b>		Entry No. 216
Registration district	Lewisham	Administrative area London Borough of Lewisham
Sub-district	Lewisham	
1. Date and place of death First November 1998 University Hospital Lewisham Lewisham		
2. Name and surname Inez STEWART (otherwise Miss COOLIE)		3. Sex Female
4. Maiden surname of woman who has married		
5. Date and place of birth 12th December 1915 Jamaica		
6. Occupation and usual address (retired) 11 Primrose Close Flower House Estate Catford SE6		
7(a) Name and surname of informant Charmel HIBBERT		(b) Qualification Grand Daughter
(c) Usual address 16 Benin Street Hither Green SE13		
8. Cause of death I (a) Bronchopneumonia  II Breast carcinoma with boney metastases		
Certified by F Humby MB		
9. I certify that the particulars given by me above are true to the best of my knowledge and belief C B Hibbert		Signature of informant
10. Date of registration Third November 1998	11. Signature of registrar Alan R. Eldridge Registrar	

Certified to be a true copy of an entry in a register in my custody

*W. Brown*  
Superintendent Registrar

Date 20.01.2009

\*Strike out whichever does not apply

CAUTION: THERE ARE OFFENCES RELATING TO FALSIFYING OR ALTERING A CERTIFICATE AND USING OR POSSESSING A FALSE CERTIFICATE OR CROWN COPYRIGHT

WARNING: A CERTIFICATE IS NOT EVIDENCE OF IDENTITY.

----- Serious Fraud Office -----

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OFFICE OF THE CONTRACTOR-GENERAL  
1ST FLOOR, PIOJ BUILDING  
16 OXFORD ROAD  
P.O. Box 540  
KINGSTON 5, JAMAICA, W.I.

000452000002

-----Serious Fraud Office-----

**Witness Statement**

(CJ Act 1967 s.9; MC Act 1980 ss.5A, (3) (c) and 5B, MC Rules 1981 r.70)

Statement of: Janice Vanēsta CHASE  
Age if under 18: Over 21  
Occupation: Nurse

*This statement, consisting of 7 pages each signed by me, is true to the best of my knowledge and belief and I make it knowing that, if it is tendered in evidence, I shall be liable to prosecution if I have wilfully stated in it anything which I know to be false or do not believe to be true.*

Dated: 26/07/2009  
Signature: J V CHASE

I am the above named person and I live at an address that is known to the Serious Fraud Office.

I have been asked about a man by the name of Joseph HIBBERT. I know that his middle name begins with a 'U'.

OFFICE OF THE CONTRACTOR-GENERAL  
1ST FLOOR, PIOJ BUILDING  
16 OXFORD ROAD  
P.O. Box 540  
KINGSTON 5, JAMAICA, W.I.

Signature  
J V CHASE

Signature Witnessed by:  
P KINGSTON

Doc No

-----Serious Fraud Office-----

000452000003

-----Serious Fraud Office-----

Page No. 2

Continuation of Statement of: Continuation Pages - Name in Block Caps

I first met Joe when he was a student at Birmingham University. I cannot remember what he was studying. I used to live in Birmingham at that time. This would have been around 1976. I know that he was from Jamaica and I think that his birthday is around 19 - 20 July. I think that he was born in 1948.

Joe used to come over about once a year and I would meet him. He usually stayed with 'Girle'. She is a close friend of Joe's family. Her full name is Carmen PINNOCK. She lives at [REDACTED] [REDACTED]. Her telephone number is [REDACTED]. He would also stay with his niece Faith JADUSINGH, who now has a married name of [REDACTED].

I continued seeing Joe off and on until about 2001. I would say that the relationship was never very serious.

As far as I am aware Joe was a single man and remains so to this day. It is however right to say that he has children who are all Jamaican living in Jamaica.

I stopped the relationship with Joe because I felt that I was being used by him and that our relationship was not going anywhere.

Signature  
J V CHASE

Signature Witnessed by:  
P KINGSTON

Doc No

OFFICE OF THE CONTRACTOR-GENERAL  
1st FLOOR, PIOJ BUILDING  
16 OXFORD ROAD  
P.O. BOX 540  
KINGSTON 5, JAMAICA, W.I.

-----Serious Fraud Office-----

-217

Case Name: MJN01

000452000004

-----**Serious Fraud Office**-----

Page No. 3

Continuation of Statement of: Continuation Pages - Name in Block Caps

The last time I had contact with Joe was in 2001 -2002.

I know that his address in Jamaica was 27 Tucker Ave, Kingston. I actually stayed at this house for about 4 weeks. This was I think in 1997 - 1998, but I cannot be certain of the year.

I am aware that Joe became a Member of Parliament in about, I cannot be certain, but I think it was in 2005. I heard about this through Faith and Charmel. Charmel is also Joe's niece and her surname is also HIBBERT.

I have been asked if Joe ever arranged a cheque for £2,000.00 for me. I remember that in 2000 I was decorating my flat. I asked Joe if he could help me out financially. He agreed and told me that 'Jon' would be in touch. He did get in touch and I went to, I think it was Holland Park to collect it from him.

**OFFICE OF THE CONTRACTOR-GENERAL  
1ST FLOOR, PIOJ BUILDING  
16 OXFORD ROAD  
P.O. BOX 540  
KINGSTON 5, JAMAICA, W.I.**

Signature

J V CHASE

Signature Witnessed by:

P KINGSTON

Doc No

-----**Serious Fraud Office**-----

(5)

000452000005

----- Serious Fraud Office -----

Page No. 4

Continuation of Statement of: Continuation Pages - Name in Block Caps

I know 'Jon' to be Jonathan DANOS. He worked for a bridge building company called 'MABEY' and something. I met him on occasions with Joe. Joe said that 'Jon' was one of his best friends. I was also aware that Joe had become something like Chief Civil Engineer in Jamaica, dealing with roads and bridges. 'Jon' actually attended the wedding of Faith JADUSINGH in 1999. I'm not certain, but I think that it was 1999.

I have given Peter KINGSTON, an investigator with the Serious Fraud Office a photograph of Jonathan DANOS taken just after the wedding of Faith. I think that Faith was on honeymoon when the photograph was taken. The other person in the photograph is Joes niece but I cannot recall at this her name. In fact the last time I spoke to her was when this photograph was taken. She is Jamaican but lives in Birmingham. I produce this photograph as exhibit JVC0001.

I have also handed to Peter KINGSTON a photograph of Joe HIBBERT. This photograph was taken around 1999. I produce this photograph as exhibit JVC0002.

The cheque for £2,000.00 would have been paid into my Nat West account. The account name is Miss J.V. CHASE. The sort code is 80-02-35 and the account number is 00244481.

Signature  
J V CHASE

Signature Witnessed by:  
P KINGSTON

Doc No

OFFICE OF THE CONTRACTOR-GENERAL  
1st Floor, P.O. BUILDING  
16 OXFORD ROAD  
P.O. BOX 540  
KINGSTON 5, JAMAICA, W.I.

----- Serious Fraud Office -----

CONFIDENTIAL

9

-219

Case Name: MJN01

000452000006

-----Serious Fraud Office-----

Page No. 5

Continuation of Statement of: Continuation Pages - Name in Block Caps

I have not retained any bank statements from this time but I am happy for the Serious Fraud Office to contact my bank should they wish or need to do so.

I can say that Joe HIBBERT did not give me any other money whatsoever.

OFFICE OF THE CONTRACTOR-GENERAL  
1ST FLOOR, PIOJ BUILDING  
16 OXFORD ROAD  
P.O. BOX 540  
KINGSTON 5, JAMAICA, W.I.

Signature  
J V CHASE

Signature Witnessed by:  
P KINGSTON

Doc No

-----Serious Fraud Office-----

(10)

Case Name: MJN01

000149000322

**CONFIDENTIAL**

LH  
- 220 -  
a

--- Serious Fraud Office ---

03/07 '96 10:41 FAX 01184402941 MAREY GROUP MCRATH M 0104/0111

JUN-22-96 09:31 AM DRYDEN GIBSON LTD FROM BOH VOYAGE TRAVEL

PROFORMA INVOICE

Buyer of **BOH VOYAGE** 12251 TRAVEL SERVICES LTD  
7 Lady Margaret Road, Kingston 5, Jamaica, W.I. Telephone: (876) 337-4749

DATE: June 27 '96

NAME OF PASSENGER: Herbert Joseph  
DICKENS 18/07/40

TO: PAY NO. 899267095 TO PAYEE P. 1

NAME OF PASSENGER	TICKET NO.	DETAILS	AMOUNT
Herbert Joseph		Kingston Jamaica	45878.00
DICKENS 18/07/40		London Kingston (Economy)	45878.00
Does not include local stamp duty, U.S. taxes and British Dependent Tax			
EASA tested at \$19,835.66/1			
Thank you for travelling with us.			
Ticket deadline June 27			
TOTAL			91756.00

TOTAL P. 1

JUN-27-96 09:57 PM 5095702912

OFFICE OF THE CONTRACTOR-GENERAL  
1ST FLOOR, PIOJ BUILDING  
16 OXFORD ROAD  
P.O. Box 540  
KINGSTON 5, JAMAICA, W.I.

--- Serious Fraud Office ---

Case Name: MJN01

000149000286

**CONFIDENTIAL**

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-221-

-----Serious Fraud Office-----

23/01/2008 16:01 01594843048

MABEY AND JOHNSON LT

PAGE 04/040

36712/2001 16:05 2709257051

DERYCK GIBSON LTD

PAGE 02

# PROFORMA INVOICE

Bought Off 29003

MR DERYCK A. GIBSON LTD  
75 HAINING RD  
KN5  
ATTN: MR DERYCK GIBSON

**BON VOYAGE**  
TRAVEL SERVICE LTD  
7 Lady Muncroft Road, Kingston 8, Jamaica W.I.  
Telephones (808) 827-7198  
878-0823-4

DATE: 1/2001

NAME OF PASSENGER	TICKET NO.	DETAILS	AMOUNT
HUBBERT / J. MR	?	Cost to purchase four	
DICKENS / L. MR	?	round trip tickets Kingston	
HOWELL / G. MR		London Kingston Sealy	
THOMAS / D. MR		2001	

Thank you for travelling with us  
Rates calculated @ USD 40.75/K10 = 1600 J\$  
And is subject to change

0875M TRAVEL TAX Included  
STAMP TAX Included  
TOTAL 16008.00

13704

000149000286

7 ROBERTSON

0000000000

0000000000 000 0000 00. 00/00

OFFICE OF THE CONTRACTOR-GENERAL  
1st FLOOR, PIOJ BUILDING  
16 OXFORD ROAD  
P.O. Box 540  
KINGSTON 5, JAMAICA, W.I.

-----Serious Fraud Office-----



Case Name: MJN01

000149000283

**CONFIDENTIAL**

26

(11)

-222-

----- Serious Fraud Office -----

23/01/2008 16:01 01594643846  
FAX 01189403921

MABEY AND JOHNSON LT  
LASKY GROUP ALLIANCE A

PAGE 03/00  
0002/004



*Peter Sykes*

**MABEY & JOHNSON LTD**  
Floral Mills, Twyford, Reading, RG10 9SQ  
Telephone (0118) 9403921. Facsimile (0118) 9403941. E-Mail: sales@mabey.co.uk

13/6/01  
M&J Ref: JAMCO

Barclays Bank Plc  
Reading Corporate Banking Centre  
60 Queens Road  
Reading  
Berkshire RG1 4XX

**URGENT - INSTRUCTION BY FAX  
VIA BARCLAYS BANK PLC  
CORPORATE BANKING CENTRE FAX  
NUMBER 0118 9 5533987**

Dear Sir,

Subject: Banker's Draft **GBP 3,704.00**: Codeword **CREVICE**  
Please urgently raise a banker's draft and advise Peter Sykes on 01189403921 when the document is available for collection.

Beneficiary Name **DERYCK A GIBSON**

Postal Address  
**A COPY OF THIS LETTER WILL BE GIVEN TO M&J PERSONNEL AS  
AUTHORITY TO COLLECT**

The value is to be debited to our account number **30656844 GBP** SORT CODE **20-71-03**

Yours Faithfully  
for and on behalf of

Mabey and Johnson Ltd

*Peter Sykes*  
Authorized Signatory

*D. Mabey*  
Authorized Signatory

**OFFICE OF THE CONTRACTOR-GENERAL  
1ST FLOOR, PIOJ BUILDING  
16 OXFORD ROAD  
P.O. Box 540  
KINGSTON 5, JAMAICA, W.I.**

----- Serious Fraud Office -----

Case Name: MJN01

**CONFIDENTIAL**

577

(12)

000101000191

-223-

----- Serious Fraud Office -----

Page 1 of 1

Peter Sykes

From: Deryck Gibson  
Sent: 31 July 2003 18:26  
To: Peter Sykes  
Cc: Jonathan Danos  
Subject: Draft

Further to discussions with JLD and DAG, please prepare a draft in the amount of US\$3,830, payable to Joseph Hibbert, being payment for four tickets. The draft should be placed inside a brochure and sent via courier to:

Mr. Deryck A. Gibson  
7, Haining Road  
Kingston 5  
Jamaica W.I.  
Tel. (876) 929-6671

Thanking you.

TRUDY VAZ  
Assistant to Deryck Gibson

OFFICE OF THE CONTRACTOR-GENERAL  
1ST FLOOR, PIOJ BUILDING  
16 OXFORD ROAD  
P.O. Box 540  
KINGSTON 5, JAMAICA, W.I.

01/08/03

----- Serious Fraud Office -----

Case Name: MJN01

**CONFIDENTIAL**

SIS  
- 224 -  
13

000101000189

----- Serious Fraud Office -----



**MABEY & JOHNSON LTD**  
Floral Mile, Twyford, Reading, RG10 9SQ  
Telephone (0118) 9403921. Facsimile (0118) 9403941. E-Mail: sales@mabey.co.uk

01/08/03

M&J Ref: DRFTJA

Barclays Bank Plc  
Napier Court  
Napier Road  
Reading  
Berkshire RG1

**URGENT - INSTRUCTION BY FAX**  
No Mail Confirmation  
Fax 0118 9 553987

MABEY & JOHNSON	
- 1 AIR -	
COUNTRY	
X NO	
ORIGINAL	
Copies (DAY)	

Dear Sir,

Subject: Banker's Draft      USD      3,830.00      Codeward LADING

Please urgently raise a banker's draft and contact Peter Sykes to arrange collection.

Beneficiary Name JOSEPH HIBBERT

Postal Address  
AS ABOVE

The value is to be debited to our account number 87249422 USD SORT CODE 20-71-02

Yours Faithfully  
for and on behalf of  
Mabey and Johnson Ltd

*[Signature]*  
Authorised Signatory

*[Signature]*  
Authorised Signatory

OFFICE OF THE CONTRACTOR-GENERAL  
1ST FLOOR, PIOJ BUILDING  
16 OXFORD ROAD  
P.O. Box 540  
KINGSTON-5, JAMAICA, W.I.

Case Name: MJN01

**CONFIDENTIAL**

(14)

-225-

000101000182

----- Serious Fraud Office -----

Page 1 of 2

**Peter Sykes**

From: Peter Sykes  
 Sent: 04 August 2003 15:32  
 To: Jonathan Danos; 'Deryck Gibson'  
 Subject: RE: Draft  
 Importance: High

Tracking: Recipient: Delivery  
 Jonathan Danos Delivered: 04/08/03 15:32  
 'Deryck Gibson'

Deryck

We are pleased to confirm that the draft in your name has been sent by DHL courier today under AWS no. 327 9865330. I trust that you will make your staff aware of this incoming courier package which is addressed personally to you

Once received please can you consider page 7 of the third brochure.

Best Regards  
Peter Sykes

----- Original Message -----

From: Jonathan Danos  
 Sent: 01 August 2003 23:32  
 To: Deryck Gibson; Peter Sykes  
 Subject: RE: Draft

Peter,

This relates to the flights for Mr Hibbert and company. If you have not sent the draft already it should be made in the name of Deryck Gibson Not Hibbert and Deryck simply issues a cheque to the travel agent that Hibbert has booked the ticket with. For your info this has been agreed by DGM, not DAG.

As Hibbert is due to travel the 15th Aug could Deryck pls arrange settlement of the tickets for Joe as soon as possible.

Thanks

Jonathan L Danos

----- Original Message -----

From: Deryck Gibson [mailto:dagban@mail.infochan.com]  
 Sent: Thu 7/31/2003 6:25 PM  
 To: Peter Sykes  
 Cc: Jonathan Danos  
 Subject: Draft

Further to discussions with JLD and DAG, please prepare a draft in the amount of US\$3,830, payable to Joseph Hibbert, being payment for four tickets. The draft should be placed inside a brochure and sent via courier to:

Mr. Deryck A. Gibson  
 7 Haining Road  
 Kingston 5  
 Jamaica W.I.  
 Tel. (876) 929-6674

04/08/03

OFFICE OF THE CONTRACTOR-GENERAL  
 1ST FLOOR, PIOJ BUILDING  
 16 OXFORD ROAD  
 P.O. BOX 540  
 KINGSTON 5, JAMAICA, W.I.

Case Name: MJN01

000149000229

**CONFIDENTIAL**

577  
①  
-226-

Serious Fraud Office

Hand delivered by J Danos 26.7.99

22 July 1999

Mr Joe Hibbert  
Chief Technical Director  
140 Maxfield Avenue  
Kingston 10  
JAMAICA

It was so kind of you to remember me and especially with the excellent Jamaican coffee which I always appreciate.

I am so glad matters are progressing with the flyover projects in Kingston and I shall look forward to revisiting your beautiful island, hopefully sometime next year.

B G MABEY CBE

OFFICE OF THE CONTRACTOR-GENERAL  
1ST FLOOR, PIOJ BUILDING  
16 OXFORD ROAD  
P.O. Box 540  
KINGSTON 5, JAMAICA, W.I.

Serious Fraud Office

# APPENDIX III

## OCG Correspondence with ACP Les Green/SFO

List of documents	Page Number
1. OCG's Letter to ACP Green (2009 January 8).....	228
2. Letter from ACP Green to the OCG (2009 January 15).....	231
3. SFO's Letter to ACP Green (2009 January 14).....	232
4. A copy of an email from the OCG to the SFO (2009 June 30).....	235
5. Letter from ACP Green to the OCG (2009 September 3).....	236
6. Letter from the SFO to the OCG (2009 July 7).....	237



COPY  
-228-

Any reply or subsequent reference to this communication should be addressed to the Contractor-General and the following reference quoted:-

No. :

TELEPHONE No.:876-929-8560/6466

FAX No. : 876-929-2476

E-mail: mbarrett@ocg.gov.jm

OFFICE OF THE CONTRACTOR-GENERAL

PIOJ Building

16 Oxford Road

P.O. Box 540

KINGSTON 5

JAMAICA, W.I.

January 8, 2009

Mr. Les Green  
Assistant Commissioner of Police  
Serious and Organized Crimes Division  
Jamaica Constabulary Force  
4<sup>th</sup> Floor, NCB Building  
2 Oxford Road  
Kingston 5

Dear Assistant Commissioner Green:

**Re: Formal Investigation into Allegations of Corruption and Irregularity Involving Government of Jamaica Contracts Awarded to Mabey and Johnson Limited**

Further to your letter in the captioned regard to the Contractor General, which was dated December 30, 2008, and following upon a preliminary review of the accompanying enclosures, the Office of the Contractor General (OCG) is desirous of obtaining further information and/or documentation in respect of the referenced matter.

In this regard, particular reference is made to a meeting which was held at the OCG on November 26, 2008, between the OCG and representatives of the Jamaica Constabulary Force (JCF), the Serious Fraud Office of the United Kingdom (UK) and the British High Commission. During this meeting, certain oral representations were made to the OCG regarding an ongoing case in the UK Courts involving Mabey & Johnson Ltd.

The oral representations which were made to the OCG alluded, *inter alia*, to the possibility that within another few weeks, Mabey & Johnson Ltd. would have pled guilty to certain charges in the UK Courts and in so doing would have named the Jamaican nationals/representatives who facilitated the award of contracts to the said company and who received "kick-backs" regarding same.

It is also now public knowledge that Counsel for Mr. Joseph Hibbert, Mr. Ernest Smith, Esq., has publicly suggested that some of the documents which were conveyed to the OCG, under cover of your letter of December 30, 2008, may have been fraudulently fabricated in an effort to falsely implicate his Client.



- 229 -

Indeed, Mr. Smith has publicly asserted that his Client is innocent of any allegations of corruption and/or impropriety in the captioned matter.

Based upon the foregoing representations, the OCG is desirous of being fully availed of all relevant information and, as such, now seeks answers and further and better particulars to the following questions. The responses are necessary in order to facilitate the preliminary interrogatories of the OCG's investigation:

1. Please provide details of the status of the referenced case involving Mabey & Johnson Ltd. which was and/or is before the UK Courts.
2. Have any particulars of the statements from representatives of Mabey & Johnson Ltd. been conveyed to the JCF identifying the person or persons who it is alleged have received "kick-back" payments, inclusive of Mr. Joseph Hibbert?
  - a. If yes, please provide certified copies of the said statements/documents.
  - b. If no, please state if the JCF requested copies of the said statements/documents?
3. Is there any further documentation in regard to the captioned matter, which is germane to the issues which we have raised and which has been conveyed to the JCF, and which has not been submitted to the OCG? If yes, kindly provide the OCG with certified copies of same.
4. Is there any merit to Mr. Smith's suggestion that some of the documents which you have conveyed to us may have been fraudulently fabricated in an attempt to falsely implicate Mr. Joseph Hibbert? Please provide fulsome reasons for your answer, particularly in relation to Exhibits 1A, 1B, 1C, 1D and 1E, and any documentary evidence that you or the British Authorities may have in your possession to verify and substantiate same.
5. Has there been any attempt on the part of the JCF to verify the authenticity of the documentation which was submitted to the OCG under cover of your letter which was dated December 30, 2008?
  - a. If yes, kindly detail the steps taken to verify the authenticity of the said documents.
  - b. If no, please indicate the reason(s) for not doing so?
6. Have any attempts been made by the UK Serious Fraud Office and/or the JCF to verify the actual transfers of monies from Mabey and Johnson banking accounts to the alleged recipients of the said funds, inclusive of Mr. Joseph Hibbert? Put another way, has a credible 'paper trail' been established? We refer here specifically to the payments which are alleged to have been made in Exhibits 1A, 1B, 1C, 1D and 1E.





- 230 -

- a. If yes, kindly provide all documentary evidence which you hold to fully substantiate your assertions.
  - b. If no, kindly advise why this has not been done and if there is any intention on the part of the JCF or the British Authorities to do so.
7. Finally, Mr. Smith has publicly alleged that the interest of the British Authorities in his Client, Mr. Hibbert, is confined to their seeking his assistance as a witness for the prosecution and that this is the understanding that he had coming out of his last meeting with the British Authorities. Is there any truth to this allegation? Please fully explain.

In assisting the OCG in the conduct of its Investigation through the provision of any statement and/or information, that we have requested, it is very important that your attention is formally directed to the following provisions of the Contractor General Act:

Section 29:

“Every person who –

- (a) willfully makes a false statement to mislead or attempts to mislead a Contractor General or any other person in the execution of his functions under this Act, or
- (b) without lawful justification or excuse –
  - (i) obstructs, hinders or resists a Contractor General or any other person in the execution of his functions under this Act; or
  - (ii) fails to comply with any lawful requirement of a Contractor General or any other person under this Act, ....

shall be guilty of an offence ...”.

We await your response to our queries and wish to express, in advance, our gratitude for your anticipated cooperation and assistance in this very important matter. To facilitate the conduct of our Investigation, we would be grateful if your answers and all supporting documentation to the foregoing questions could be furnished to us by January 22, 2009.

Yours respectfully,

Maurice Barrett  
Senior Special Investigator  
For and on behalf of the Contractor General

# JAMAICA CONSTABULARY FORCE



-231-

Phone: (876) 960-1617 / 968-9951 / 968-7692  
Email: [leslie.green@jcf.gov.jm](mailto:leslie.green@jcf.gov.jm)

Serious & Organised Crime Branch  
NCB South Tower  
4<sup>th</sup> Floor  
2 Oxford Road,  
Kingston 5

ANY REPLY OR SUBSEQUENT REFERENCE TO THIS COMMUNICATION  
SHOULD BE ADDRESSED TO THE ASSISTANT COMMISSIONER OF POLICE,  
SERIOUS & ORGANISED CRIME, AND NOT TO ANY OFFICER BY NAME  
AND THE FOLLOWING REFERENCE QUOTED:

NO: \_\_\_\_\_

January 15, 2009

**Mr. Greg Christie**  
Contractor General  
Office of the Contractor General  
PIOJ Building  
16 Oxford Road  
P.O. Box 540  
Kingston 5

**Attention: Mr. Maurice Barrett, Senior Special Investigator**

**Re: Mabey and Johnson Limited (MJL)**

With reference to your letter dated January 8, 2009, see enclosed response from the Serious Fraud Office (SFO) dated January 14, 2009.

The following action will be taken relative to the enclosed document:-

2. I have already asked the SFO to provide a schedule of their documents (statements and exhibits), so that you can ask for relevant items. Please indicate what statements you require, and I will also ask for the MJL statement and exhibits.
5. I presume all statements and documents should be certified by a competent authority and once you confirm, I will request the material.
6. Certified copies of Barclays Bank statements and exhibits and MJL banking documents relating to Hibbert appear relevant. Please provide your requirements and I will make the request.

Yours respectfully,

Leslie Green

Assistant Commissioner of Police  
SOCB/CIB HQ

/sp

*Confidential*  
*City Team CMB, Ltd*  
*DLP, Dec 5*  
*Jan. 15, 2009*

# Serious Fraud Office



Director: Richard Alderman

Elm House 10-16 Elm Street London WC1X 0BJ  
Email: matthew.cowie@sfo.gsi.gov.uk

Les Green  
Assistance Commissioner of Police  
Serious and Organized Crimes Division  
Jamaica Constabulary Force  
4<sup>th</sup> Floor, NCB Building  
2 Oxford Road  
Kingston 5

Direct Tel: +44 (0)20 7239 7350

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Our Ref: SM/OCU/MJN01

By e-mail

Date: 14 January 2009

Dear Mr. Green

**Mabey and Johnson Limited ("MJL")**

Thank you for forwarding Mr. Maurice Barrett's letter to you dated 8 January 2009.

In that letter Mr. Barrett asked 7 different questions. I will respond to each using the numbering contained within the original letter.

**1. Status of the case in the English Courts**

The case is not yet before the English Courts. We currently anticipate that the case against MJL and the case against individuals will be heard separately. It is likely that the case against the company will be before the courts shortly, but that the case against the individual defendants will not be before the courts for some time. We will keep you updated as matters progress.

**2. Statements from representatives of MJL**

No statements have yet been provided to the JCF, and the JCF have not asked for statements to be provided. However, the SFO have a signed statement that is relevant to the Jamaican authorities, and a certified copy together with exhibits can be provided to you in due course (subject to the answer to question 5 below).

**3. Documents in the possession of the JCF, but not supplied to the OCG**

As we discussed in our conversation of 13 January 2009, a full copy of everything that I lawfully provided to you was then passed to the OCG. The section 3 (5) designation signed by the Director specifies that I was entitled to pass the documents "to the Competent police and Judicial Authorities of Jamaica". Therefore I was able to provide the documents to the JCF, "the Competent police", and those documents may be used as evidence. For the avoidance of doubt, the SFO does not want any appropriate domestic enquiries in Jamaica to be delayed or postponed due to the fact



that there are ongoing requests for mutual legal assistance. There is no reason that our enquiry and enquiries in Jamaica cannot run in parallel.

**4. Mr. Smith's suggestion that some of the documents produced have been fabricated**

MJL's lawyers provided the documents to the SFO on a voluntary basis. They came from the files of MJL. There is no basis to suspect that the documents are anything other than genuine. Further it is inconceivable that a company would fabricate documents incriminating themselves to implicate Mr. Hibbert.

Mr. Barrett asked questions specifically in relation to the commission cards 1A, 1B, 1C, 1D, and 1E. These are all produced in the signed statement referred to in paragraph 2 above. There are no grounds to believe that they are anything other than genuine.

**5. Verifying the Authenticity of the documents provided**

If there are additional steps that the SFO needs to take to enable the documents to be used in proceedings in Jamaica please let me know, and I will endeavour to get the documents authenticated as required.

**6. Attempts to verify the actual transmission of monies to Joseph Hibbert and others**

Attempts have been made to acquire a paper trail. We have asked for banking documents to be provided from Jamaica under our letter of request dated 13 June 2008. Some documentation has been provided, but we are still waiting for certain other documentation including vouchers. We sent a letter of request to another jurisdiction in August 2008, but have received no substantive response.

The SFO has obtained relevant banking material relating to Mr. Hibbert's UK bank account from Barclays Bank.

Additionally, MJL has provided us with the banking documentation it had in its possession that evidences a number of the transfers to Mr. Hibbert.

Once we know the answer to question 5, and the authentication process, if any, that the Jamaican authorities require us to follow all this documentation can be provided in the appropriate format.

**7. The status of Mr. Hibbert in the SFO's investigation**

Mr. Hibbert is a suspect in our investigation. The SFO has not made a final decision as to whether it will seek to bring charges against him. Mr. Smith should have been in no doubt of this at the end of my meeting with him and his client.

I hope that this letter enables you to respond to Mr. Barrett's letter. Please let me know if I can be of further assistance.

---

Yours sincerely

*Sasi Mallela*

**Sasi-Kanth Mallela**  
**Investigative Lawyer**

**Latoya Harris**

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**From:** Latoya Harris [lharris@ocg.gov.jm]  
**Sent:** Tuesday, June 30, 2009 09:29 AM  
**To:** 'sasi-kanth.mallela@sfo.gsi.gov.uk'  
**Cc:** 'Maurice Barrett'; 'Greg Christie'  
**Attachments:** GOJ-Procurement Guidelines(1998-2000).pdf

**Importance:** High

Dear Sasi,

As discussed I spoke with Mr. Christie and he has stated that you can write to the Office of the Contractor General (OCG) outlining and/or confirming the status and/or association of Mr. Hibbert in the Mabey & Johnson affair. As we discussed in the meeting, Mr. Smith has asserted that Mr. Hibbert was assisting the SFO and implied that he may be a witness for the SFO.

The OCG would like a written statement from the SFO, either confirming or denying Mr. Smith's assertions. Further, the letter should set out exactly the nature of the SFO's interest in Mr. Hibbert and specifically whether he is classified as a suspect in the SFO's Investigation.

I have also attached a document which was the Procurement Guideline for the period 1998-2000 as requested. Hope they are helpful.

Regards,

Latoya Harris  
Senior Special Investigator  
Office of the Contractor General  
PIOJ Building  
16 Oxford Road  
Kingston 5  
929-6460 Ext. 2402

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**THANK YOU FOR YOUR CO-OPERATION.**

Office of the Contractor-General  
PIOJ Building  
16 Oxford Road  
P.O. Box 540, Kingston 5.  
JAMAICA W.I.  
Telephone #: 876-929-6460, 876-929-6466,  
876-929-7535, 876-929-7536  
Fax #: 876-929-7335.

- 236 -

**THE JAMAICA CONSTABULARY FORCE**

Phone: (876) 960-1617  
Email: leslie.green@jcf.gov.jm



Serious & Organised Crime Branch  
NCB South Tower, 4<sup>th</sup> Floor,  
2 Oxford Road,  
Kingston 5

ANY REPLY OR SUBSEQUENT REFERENCE TO THIS COMMUNICATION  
SHOULD BE ADDRESSED TO THE ASSISTANT COMMISSIONER OF POLICE,  
SERIOUS & ORGANISED CRIME AND NOT TO ANY OFFICER BY NAME  
AND THE FOLLOWING REFERENCE QUOTED:-

NO: \_\_\_\_\_

September 3, 2009

**Mr. Greg Christie**  
Contractor General  
Office of the Contractor General  
PIOJ Building  
16 Oxford Road, P.O. Box 540  
Kingston 5

With reference to Mabey & Johnson and Joseph Hibbert  
investigation, please find enclosed additional submissions from the  
Serious Fraud Office.

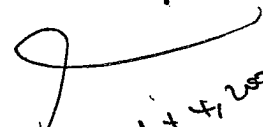
Submitted for your information.

  
.....  
Leslie Green

Assistant Commissioner of Police  
CIB HQ

/sp

CH/MB/6C

  
Sept 4, 2009  
1:35 PM

# Serious Fraud Office



-237

Director: Richard Alderman

Elm House 10-16 Elm Street, London WC1X 0BJ  
Email: sasi-kanth.mallela@sfo.gsi.gov.uk

Greg Christie Contractor General  
Office of the Contractor General  
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Kingston 5

Direct Tel: +44 (0)20 7239 7350

Direct Fax: +44(0)20 7833 5450

Our ref: MC/ACD/MJN01

Date: 7 July 2009

Dear Mr. Christie

## **MABEY AND JOHNSON LIMITED – JOSEPH HIBBERT**

I refer to our meeting of 11 June 2009 and Latoya Harris e-mail of 30 June 2009. That e-mail asked the SFO to set out the status of Mr. Hibbert in its investigation into the affairs of Mabey and Johnson Limited ("the Company").

Mr. Hibbert is suspected of having received corrupt payments from the Company. He has at no time assisted the SFO with its enquiry and has at no time been considered by the SFO to be a potential witness.

Mr. Hibbert worked for a number of years at the Ministry of Construction and Works, rising to the position of Chief Technical Director. He retired from the Jamaican Civil Service in 2000.

As shown in documents disclosed to the Serious Fraud Office by the Company, Mr. Hibbert has had a long and close association with a number of its senior employees.

In December 2008 Mr Hibbert and his legal representative, Mr Ernest Smith attended the offices of the Organised Crime Investigation Division in Kingston. Mr. Hibbert was given the opportunity to be interviewed by officers from the SFO. Mr. Smith was given disclosure of documents relating to the matters under investigation. Having reviewed this material, Mr Hibbert declined to be interviewed. He provided no assistance to the SFO's investigation.

In June 2009, officers from the SFO again went to Jamaica to continue their enquiries. As part of these enquiries, the officers hoped to interview Mr Hibbert. Because of the nature of the matters that would be put to him, this interview would have been conducted under caution at a police station.

In the two weeks prior to SFO staff visiting Jamaica many attempts were made to contact Mr. Smith to arrange an interview with his client. Telephone calls were made to both his offices in St Ann and Kingston, e-mails were sent requesting that he contact the

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Britdoc Exchange: DX 135896 London (Grays Inn) 3



INVESTOR IN PEOPLE



SFO together with a letter faxed to both of his offices asking him to make contact with the SFO. There was no response from Mr Smith to these requests.

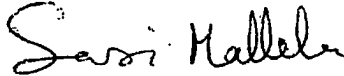
Officers from the SFO arrived in Jamaica on Monday the 8<sup>th</sup> of June 2009. Contact was made with Detective Inspector Clarence Bailey from the Organised Crime Investigation Division who was asked to contact Mr Smith with a view to arranging an interview with his client.

On Thursday the 11<sup>th</sup> of June 2009, an SFO investigator spoke to Detective Inspector Bailey. The investigator was told that Detective Inspector Bailey had spoken to Mr Smith in relation to the proposed interview of his client. Detective Inspector Bailey was told by Mr Smith that Mr Hibbert did not wish to be interviewed by the SFO. Once again Mr. Hibbert provided no assistance to the SFO's investigation.

Mr. Smith has been made aware that his client is a suspect in a criminal investigation. Mr. Smith has no basis for claiming that his client's status is anything other than that of suspect.

I hope this letter deals with the matters raised in Mrs. Harris e-mail. If you require any further assistance please feel free to contact me.

Yours sincerely



**Sasi-Kanth Mallela**  
**Investigative Lawyer**