

15<sup>th</sup> September 2020

The Right Honourable Mia Amor Mottley  
Prime Minister of Barbados  
Government Headquarters  
Bay Street  
St. Michael  
BARBADOS

Dear Prime Minister Mottley,

Since my letter to you dated 24<sup>th</sup> August 2020 it has become apparent that it is not only I that has suffered plight within the legal system in Barbados. Many Barbadians are frustratingly suffering within the same system. I have been contacted by both Bajans and other foreign individuals who have given up seeking remedy through the High Court of Barbados due to the prohibitive cost and timelines caused by delay tactics used by those who can either afford to employ lawyers focused on tactics to delay and frustrate legitimate legal process, or by those who are in a position of influence to impact same.

I write to you again to outline further challenges facing Barbados seeking inward foreign investment, which are no different to those which face the average Bajan, who seek redress and remedy through the Barbados High Court.

In order to seek and invigorate investment, the court system should not allow disregard to stipulated timelines:

**1. Court delay tactics:**

Please see attached an affidavit which was filed in the matter with Sandy Bay Holdings (2014) Inc. and Mr. Peter J. Odle, which outlines the various delays experienced by our case. The Courts are happy, or in certain circumstances feel pressurised or compelled, to accept these delays without chastisement to the offending parties.

That this is acceptable in the eyes of the court raises a wider question: 'Is it acceptable to allow people who have money who have claims against them to instruct lawyers to avoid the case against them being heard in court'.

Peter Odle is now the Chairman of Barbados Port Inc., a very important state entity. Is it acceptable that lawyers acting for influential government appointed officials are using delay tactics to avoid their day in court through, according to the attached affidavit, the complete disregard for the Rules of the Supreme Court?

**2. Corporate governance:**

Mr. Daniel Rossen was appointed to the board of Sandy Bay in 2017 by Mr. Odle without the prior knowledge or consent of Mr. Rossen. Mr. Rossen never attended a meeting of the Board of the Company to which he was appointed neither was he given notice of any meetings or provided with the documentation in relation to the Company's business with which it is customary for a director to be provided.

It is unfathomable that a person can be appointed to the Board of a Company without his consent or even his knowledge. That this can occur is clearly a significant risk for anyone given the statutory and other liabilities of a director under the Laws of Barbados.

**3. Abuse of Personal Relationships to circumvent creditors:**

Please see attached an affidavit regarding the events surrounding an incident at The Sands, Worthing, Christ Church on Saturday, the 8<sup>th</sup> day of February 2020. I am informed that a concerned member of the public contacted the Office of the Attorney General on the 10<sup>th</sup> day of February 2020 to inform the office of said incident since it was clear that Mr. Odle was trying to intimidate all parties by stating that the Attorney General and some other person had personally advised him (Mr. Odle).

It is alleged by the individual who made the complaint with the Attorney General's Office that, Mr. Odle in the presence of that individual and members of the Royal Barbados Police Force, stated that he was being personally advised by the Attorney General of Barbados in relation to the aforesaid incident. Neither the individual nor I can confirm the veracity of Mr. Odle's statement regarding the Attorney General.

If the allegations are true, then it is highly improper for Mr. Odle to attempt to involve the Attorney General in an ongoing private dispute. His actions in this regard only further exemplify his contempt for the legal system in Barbados and the proper manner in which such disputes should be settled using the courts of Barbados.

As always, I am more than happy to discuss further with you or any of your colleagues. In the meantime, copies of this letter will be copied to the following Irish and Barbados Ministers and state bodies as it would be remiss of me not to warn others about the potential pitfalls of investing in Barbados:

1. Minister for Enterprise Trade and Employment in Ireland, Mr. Leo Varadkar;
2. Minister for Foreign Affairs in Ireland, Mr. Simon Coveney;
3. Irish Consular Office to Barbados, Mr. Dan Mulhall - Irish Ambassador to US;
4. Barbados Minister for Tourism and Transport, Senator Lisa Cummins;
5. Barbados Consulate to Ireland Zion Road, Rathfarnham, Dublin;
6. Invest Barbados CEO, Ms. Kay-Anne Brathwaite.

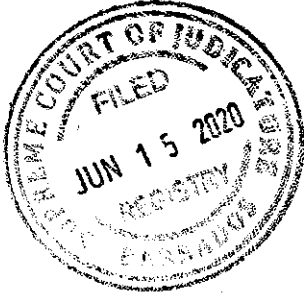
This letter is intended solely for the benefit of the person to whom it is addressed and copied to. Subject as set out herein, this letter is not to be transmitted to any other person, nor is it to be relied upon by any of the persons to whom it is addressed or by any other person for any other purpose, or quoted or referred to in any public document or filed with any governmental agency or other person without prior my written consent.

Yours sincerely,

p.p.



Alan McIntosh



**RUAN C. MARTINEZ**  
Attorney-at-Law  
Bynoe Martinez & Co., Attorneys-at-Law  
CGI Tower 2<sup>nd</sup> Floor  
Warrens, St. Michael  
Tel: 626-0111; Fax: 626-0112  
Email: [martinez@bynoemartinez.com](mailto:martinez@bynoemartinez.com)

**CLAIM No.**

CV1233 of 2018

**IN THE SUPREME COURT OF BARBADOS  
HIGH COURT OF JUSTICE**

**BETWEEN:**

**WILLIAM ALAN MCINTOSH**

**CLAIMANT**

**AND**

**SANDY BAY HOLDINGS (2014) INC**

**FIRST DEFENDANT**

**PETER J. ODLE**

**SECOND DEFENDANT**

---

**AFFIDAVIT OF RUAN C. MARTINEZ**

---

I, **RUAN C. MARTINEZ** of Apartment A, #32 Elizabeth Park in the parish of Christ Church in this Island, Attorney-at-Law **MAKE OATH AND SAY AS FOLLOWS:**

1. I am an Attorney-at-Law with the law firm of Bynoe Martinez & Co., Attorneys-at-Law of CGI Tower, 2<sup>nd</sup> Floor, Warrens in the parish of Saint Michael in this Island (hereinafter referred to as "BM+Co") who act as the Attorneys-at-Law for the Claimant.
2. On December 7<sup>th</sup>, 2017, Mr. Westmin R.A. James and I on behalf of the Claimant served on the First and Second Defendants demand letters bearing the same date requesting the repayment of the sum of Five Hundred and Fifty Thousand United States Dollars (US\$550,000.00).
3. On December 21<sup>st</sup>, 2017, I received an e-mail from Mr. Peter G. Symmonds, Q.C. stating that the letter dated December 7<sup>th</sup>, 2017 had been forwarded to him by the Second Defendant with certain instructions for a response. The e-mail continued that a meeting was to be held with the Second

Defendant, the following week to obtain his input and additional information was required before a formal response could be given to the letter served on the First and Second Defendants.

4. To date no response has been received by the Claimant or Mr. James and myself from Mr. Symmonds, Q.C.
5. As no response was received from either the First or Second Defendant, Mr. James and I, on behalf of the Claimant, served pre-action protocol letters dated January 8<sup>th</sup>, 2018 on the First and Second Defendant, communicating therein the breaches of the Loan Agreement by the First Defendant and the breaches of the Guarantee by the Second Defendant.
6. The First and Second Defendant did not respond to the pre-action protocol letters with any open communication.
7. On September 17<sup>th</sup>, 2018, Mr. James and I, on behalf of the Claimant, filed Claim Form and Statement of Claim in the Supreme Court of Judicature. A certified copy of the Claim Form and Statement of Claim were served on the First Defendant on September 19<sup>th</sup>, 2018 and on the Second Defendant on October 3<sup>rd</sup>, 2018.
8. On October 8<sup>th</sup>, 2018 an Acknowledgment of Service of Claim Form was filed by Mr. Ivan A. Alert, Esq. The aforementioned Acknowledgment of Service of Claim Form does not state on behalf of which defendant the Acknowledgment of Service of Claim Form was filed nor does it state on whose behalf Mr. Alert acted.
9. On November 7<sup>th</sup>, 2018, an Acknowledgment of Service of Claim Form was filed by Mr. Ivan A. Alert. The aforementioned Acknowledgement of Service of Claim Form does not state on behalf of which defendant the Acknowledgment of Service of Claim Form was filed nor does it state on whose behalf Mr. Alert acted.
10. On November 9<sup>th</sup>, 2018, Mr. James and I filed on behalf of the Claimant, a Take Notice stating *inter alia*, that the acknowledgment of service having been filed on October 5<sup>th</sup>, 2018 and no defence having been entered that pursuant to Part 12.7 of the Civil Proceedings Rules, 2008, the First and Second Defendants were requested to remedy their default within fourteen (14) days after the service of this notice, failing which the Claimant would apply for judgment in default of defence be entered against the First and Second Defendants. The aforementioned Take Notice was served on Mr. Alert on November 13<sup>th</sup>, 2018.
11. On November 14<sup>th</sup>, 2018, I received a letter dated November 13<sup>th</sup>, 2018 from Mr. Ivan A. Alert acknowledging receipt of the Take Notice referred to in paragraph 10 and advising that the Acknowledgement of Service of Claim Form which was filed on October 8<sup>th</sup>, 2018 was filed on

behalf of the First Defendant and the Acknowledgement of Service of Claim Form which was filed on November 7<sup>th</sup>, 2018 was filed on behalf of the Second Defendant. The letter stated that copies of the aforementioned Acknowledgments of Service of Claim Form had been enclosed with the said letter. The said letter continued that he, being Mr. Alert had been unable to obtain full instructions from his clients, the First and Second Defendants to finalise the preparation of a defence. The said letter went on to further state that "In the circumstances, we would highly appreciate your agreement pursuant to Rule 10.3(5) of the CPR 2008 for an extension of time within which to file defence to November 29<sup>th</sup>, 2018."

12. On November 15<sup>th</sup>, 2018, I responded to the letter dated November 13<sup>th</sup>, 2018 to confirm our agreement pursuant to Rule 10.3(5) of the CPR that the time for the filing of a defence by the First and Second Defendants be extended to November 29<sup>th</sup>, 2018.
13. On November 27<sup>th</sup>, 2018, Mr. Alert filed at the Supreme Court Registry a Take Notice dated the November 27<sup>th</sup>, 2018 stating *inter alia* that pursuant to Rule 10.3 of the CPR 2008 that the parties herein have agreed to extend the time filing a defence to November 29<sup>th</sup>, 2018, the details of which are annexed hereto.
14. On November 27<sup>th</sup>, 2018, Mr. Alert filed on behalf of the First and Second Defendants, a defence.
15. On January 25<sup>th</sup>, 2019, I wrote to Mr. Alert pursuant to Parts 10.5(5) and 34(1) of the CPR 2008 requesting Further & Better Particulars.
16. On February 11<sup>th</sup>, 2019, I received a letter from Mr. Alert dated February 8<sup>th</sup>, 2019. Mr. Alert stated therein that he was unable to meet with his clients until the day before the date of his letter and anticipated being to reply by February 26<sup>th</sup>, 2019 and requested our co-operation in extending the time for a reasonable period up to that date. The said letter went on to state that the Second Defendant would be off island for the entire month of March 2019 and would be unavailable to Mr. Alert for any further instructions which he may require. Mr. Alert advised that every effort would be made to have the replies provided within the aforementioned period and prior to the Second Defendant's departure from Barbados.
17. On February 25<sup>th</sup>, 2019, I wrote to Mrs. Barbara Cooke-Alleyne, Q.C., Registrar of the Supreme Court to advise her that in spite of the Claim Form and Statement of Claim being filed on September 17<sup>th</sup>, 2018 and the Defence being filed on November 27<sup>th</sup>, 2018, no date had been fixed for the Case Management Conference as required under Part 26 of the Civil Procedure Rules. I therefore requested that a date be set for the Case Management Conference as soon as possible.

18. On February 26<sup>th</sup>, 2019, I received from Mr. Alert a letter dated February 25<sup>th</sup>, 2019 which contained the replies of the First and Second Defendants to the Request for Further & Better Particulars dated January 25<sup>th</sup>, 2019.
19. On June 26<sup>th</sup>, 2019, I received a Take Notice dated July 18<sup>th</sup>, 2019 stating that the Registrar had fixed Monday the 15<sup>th</sup> day of July, 2019 at 9:30 in the forenoon/afternoon for a Case Management Conference.
20. On July 15<sup>th</sup>, 2019, Mr. Westmin R.A. James and I attended the Supreme Court for the Case Management Conference in this matter to by the Master of the Supreme Court.
21. Upon appearing before the Master in Chambers, Mr. James and I were advised that the hearing of the matter could not proceed as the Take Notice of the Case Management Conference had not been served on Mr. Alert as required. The Master rescheduled the Case Management Conference to November 4<sup>th</sup>, 2019.
22. The Case Management Conference which was scheduled for November 4<sup>th</sup>, 2019 did not occur as the Master was out of the jurisdiction. No new hearing date was provided to the parties.
23. On December 4<sup>th</sup>, 2019, the Case Management Conference was scheduled to be heard before the Honourable Justice Barry Carrington, Judge of the High Court and was held on that date. The parties agreed to re-appear before Justice Carrington on February 3<sup>rd</sup>, 2020 with a draft Case Management Order for his perusal and approval.
24. On February 3<sup>rd</sup>, 2020, the Case Management Conference was held and Justice Carrington made an order of the same date in relation to the ongoing conduct of the matter.
25. The aforementioned Case Management Order stated that the parties were to file and serve on each other a List of Documents on or before March 2<sup>nd</sup>, 2020.
26. The Claimant's List of Documents was filed in the Registry of the Supreme Court on February 28<sup>th</sup>, 2020.
27. The First and Second Defendant's List of Documents was filed in the Supreme Court on March 2<sup>nd</sup>, 2020.
28. The Case Management Order provided that there was to be inspection of Documents on or before March 16<sup>th</sup>, 2020.
29. Neither the Claimant nor either of the Defendants made any request to inspect Documents as provided for in the Case Management Order.

30. Further, the Claimant and the Defendants were required to file and exchange the Statements of Witnesses on whom they intend to rely on or before April 15<sup>th</sup>, 2020.
31. On March 28<sup>th</sup>, 2020, due to the COVID-19 pandemic, the Government of Barbados instituted an island shutdown and twenty-four (24) curfew. The Supreme Court Registry did make available to all litigants the facility to file documents electronically by emailing the documents to a specified e-mail address.
32. On April 15<sup>th</sup>, 2020, the Claimant did file with the Registrar of the Supreme Court via the means of electronic filing, the statements of witnesses on whom he intends to rely.
33. On April 16<sup>th</sup>, 2020, I sent an e-mail to Mr. Alert advising him that the Claimant's witness statements had been filed as required pursuant to the Case Management Order and requesting confirmation as to whether he was in a position to exchange witness statements.
34. On April 17<sup>th</sup>, 2020, I received an e-mail from Mr. Alert stating that as a result of the emergency the curfew and restrictions imposed neither himself, the Defendants or the intended witnesses had been able to progress the witness statements to completion. He further stated that as soon as there was a lifting of some of the current restrictions and or curfew restraints, himself, the Defendants and the intended witnesses would be able to attend to the witness statements and complete the same fairly promptly and that once completed the same would be submitted for filing and thereafter exchange.
35. Pursuant to the Case Management Order, the parties were to settle and file an agreed statement of acts and issues on or before April 29<sup>th</sup>, 2020. The Case Management Order further provided that if the parties were unable to agree each party shall file and serve a statement of facts and issues on or before May 6<sup>th</sup>, 2020.
36. On April 7<sup>th</sup>, 2020, I sent a proposed Statement of Agreed Facts and Issues to the Defendant's Attorney-at-Law who indicated that they were not agreeing to any facts.
37. On May 7<sup>th</sup>, 2020, the Claimant's Statement of Facts and Issues were filed at the Supreme Court Registry. The Statement of Facts and Issues was filed on May 7<sup>th</sup>, 2020 due to the alphabet system introduced by the Supreme Court Registry for the filing of documents.
38. On May 19<sup>th</sup>, 2020, I received an e-mail from Mr. Alert advising me that he was in a position to exchange documents as the Defendants' documents had been filed the day before at the Supreme Court Registry.
39. On May 21<sup>st</sup>, 2020, Mr. Alert attended my office situate at CGI Tower 2<sup>nd</sup> Floor, Warrens in the parish of Saint Michael and served on my assistant, Mrs. Sandra St. John the following documents: Notice to Admit Facts, Statement of Facts and Issues, List of Documents and Notice of Application.

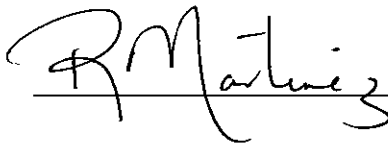
All of the aforementioned documents were dated May 11<sup>th</sup>, 2020 and had been filed at the Supreme Court on May 18<sup>th</sup>, 2020. The Notice of Application stated that it was supported by affidavit but no affidavit was served on May 21<sup>st</sup>, 2020.

40. On May 21<sup>st</sup>, 2020, Mr. Alert was served with the Claimant's Statement of Facts and Issues but witness statements were not exchanged.
41. On June 2<sup>nd</sup>, 2020, I e-mailed Mr. Alert to inquire if he was in a position to exchange witness statements. Mr. Alert responded that he was in a position to exchange witness statements and arrangements were made for the exchange.
42. On June 4<sup>th</sup>, 2020, Mr. Trevor Alleyne, Law Clerk attached to BM+Co attended the offices of Mr. Alert situate at 'Summerland House', Prospect Road, Prospect, St. James and did serve on Mr. Alert the following witness statements: the witness statement of William Alan McIntosh, the witness statement of Daniel Rossen and the witness statement of Ronan McArdle.
43. Mr. Alert served Mr. Alleyne with the following documents: the witness summary of the Project Manager BCQS International, the witness summary of Mary J. Mahabir, Q.C., the witness statement of Laura Seymour, the witness statement of Peter J. Odle and the affidavit of Peter J. Odle in support of the Notice of Application. The witness summaries of the Project Manager BCQS International and Mary J. Mahabir, Q.C. and the witness statement of Laura Seymour were all dated May 14<sup>th</sup>, 2020 and had been filed at the Supreme Court Registry on May 18<sup>th</sup>, 2020. The witness statement of Peter J. Odle was undated and had been filed at the Supreme Court Registry on May 18<sup>th</sup>, 2020. The affidavit of Peter J. Odle in support of the Notice of Application was dated May 29<sup>th</sup>, 2020 and was filed at the Supreme Court Registry on May 29<sup>th</sup>, 2020.
44. The Listing Questionnaire which was required to be served on or before May 13<sup>th</sup>, 2020 by the Registrar of the Supreme Court and returned completed on June 3<sup>rd</sup>, 2020 pursuant to the Case Management Order was only served on the Claimant on June 12<sup>th</sup>, 2020.
45. The List of Documents which was filed on May 18<sup>th</sup>, 2020 (the "Second List of Documents") was done so after the Claimant had completed and filed his witness statements in compliance with the Case Management Order and in contravention of Rule 28(13) of the Civil Procedure Rules, 2008. At no time prior to the filing of the Second List of Documents did the Defendants or their Attorney-at-Law, Mr. Alert, advise the Claimant that there was to such a filing.
46. The witness statements filed by the Defendants herein make use of documents contained in the Second List of Documents and this was done without the leave of this Honourable Court and without disclosing the same to the Claimant as required pursuant to Rules 28(13) of the Civil Procedure Rules, 2008.





- 47. A review of the documents listed in the Second List of Documents contradict statements contained in the Defence filed herein by the Defendants on November 27<sup>th</sup>, 2018 and modifies aspects of the defence previously filed by the Defendants.
- 48. In view of the above, it would be prejudicial to the Claimant to permit the Defendants to utilise the documents contained in the Second List of Documents in their defence without the Claimant being afforded the opportunity to adduce supplemental witness statements in terms of the draft order included.
- 49. The Claimant has complied with all of directions of this Honourable Court.
- 50. The granting of this Application will not prejudice the trial date as the Claimant will file and serve the witness statement with enough time for the Defendants to be able to prepare before trial.
- 51. I make this affidavit in support of the Claimant's application to adduce supplemental witness statements.

SWORN To by the deponent the  
 said **RUAN C. MARTINEZ** at  
 Bridgetown on the <sup>15<sup>th</sup></sup> day of June, 2020

)  
 )   
 )

Before me:

  
 \_\_\_\_\_  
 Legal Assistant 

**BARBADOS**

**CLAIM No. 1233 of 2018**

**IN THE SUPREME COURT OF JUDICATURE  
HIGH COURT - CIVIL DIVISION**

**BETWEEN:**

**WILLIAM ALAN MCINTOSH**

**CLAIMANT**

**AND**

**SANDY BAY HOLDINGS (2014) INC**

**FIRST DEFENDANT**

**PETER J. ODLE**

**SECOND DEFENDANT**

---

**AFFIDAVIT**

---

---

**BYNOE MARTINEZ & Co.  
Attorneys-at-Law**

---

---

**AFFIDAVIT OF ABAGI EKOKU**

---

I, **ABAGI EKOKU** of 14 The Bridle Road, Purley, Surrey, United Kingdom, Company Director **MAKE OATH AND SAY AS FOLLOWS:**

1. I am and was at all material times a shareholder of Sandy Bay Holdings (2014) Inc., a company incorporated in Barbados pursuant to the provisions of the Companies Act, Chapter 308 of the Laws of Barbados with its registered office situate at Mango Bay Hotel, Second Street, Holetown in the parish of Saint James, Barbados (hereinafter referred to as "Sandy Bay").
2. On the 11<sup>th</sup> day of October, 2017, I entered into a Share Repurchase Agreement with Mr. Richard Bradford, Mr. Peter J. Odle and Sandy Bay (hereinafter referred to as the "Share Repurchase Agreement").
3. Pursuant to the terms of the Share Repurchase Agreement, Mr. Bradford and myself agreed with Sandy Bay for the repurchase by Sandy Bay of our respective shareholding in the capital of Sandy Bay. The total consideration to be paid by Sandy Bay for my shareholding pursuant to clause 3.1 of the Share Repurchase Agreement was (i) US\$1,237,672.00 of which a deposit of US\$350,00.00 was paid as a deposit upon the execution of the Share Repurchase Agreement; (ii) one (1) two (2) bedroom condominium unit at The Sands Condominium Hotel situate at Worthing Main Road, Worthing in the parish of Christ Church in Barbados (hereinafter referred to as "The Sands").
4. The balance of the consideration or the sum of US\$887,672.00 was to be paid as follows: (i) the sum of US\$100,000.00 on or before the 31<sup>st</sup> day of January, 2018; (ii) the sum of US\$330,000.00 on or before the 31<sup>st</sup> day of May, 2018; and (iii) the sum of US\$457,672.00 on or before the 31<sup>st</sup> day of December, 2018.

5. Clause 3.5 of the Share Repurchase Agreement provided as follows:

*"If the Company shall due to its default fail to make any instalment payments as set out in Clause 3.3 aforesaid the Shareholders shall be entitled to give notice in writing to the Company of default and requiring the Company to convey to them respectively a Security Property within fifteen days of the date of the notice if the default is not rectified during such fifteen day period in lieu of the instalment payment then due and the Company shall convey the respective Security Property to such Shareholder as follows:*

- i. Upon failure by the Company to make the installment payment due to Mr. Ekoku on the 31st day of January 2018 Mr. Ekoku shall be entitled upon the expiration of the said*

*fifteen (15) day notice period if the default has not been remedied to select a Security Property from the unsold units of the Sands Condominium Hotel and shall provide notice of the selected Security Property in writing to the Company and the Company shall convey the selected Security Property to Mr. Ekoku in satisfaction of the said installment payment. The value of the selected Security Property shall be the list price at which the selected Security Property is being offered for sale by the company or if Mr. Ekoku so chooses may be determined by BCQS International or such other quantity surveyor as may be specified by Mr. Ekoku in his sole discretion and the cost of the said valuation shall be for the account of Mr. Ekoku.. In the event that the value of the Security Property as listed or as determined by the quantity surveyor differs from the amount of the installment payment then due, the difference between the said installment payment amount and the value of the Security Property shall be added to or deducted from, as the case may be, the next installment payment due to Mr. Ekoku;*

- ii. Upon failure by the Company to make the installment payment of Three hundred and thirty thousand dollars United States currency (US\$330,000.00) due on the 31st day of May 2018 to Mr. Ekoku and the installment payment of One hundred and fifty-seven thousand dollars United States currency (US\$157,000.00) due on the 31st day of May 2018 to Mr. Bradford the Shareholders shall be entitled upon the expiration of fifteen (15) days after notice has been given under Clause 3.5 aforesaid in the event that the default of which notice was given has not been remedied to select a Security Property from the unsold units of the Sands Condominium Hotel and shall provide notice of the selected Security Property in writing to the Company and the Company shall convey the selected Security Property to the Shareholders as tenants in common in proportion to the amount due to each Shareholder on the May 31st 2018. The value of the selected Security Property shall be the list price at which the selected Security Property is being offered for sale by the company or if the Shareholders so choose may be determined by BCQS International or such other quantity surveyor as may be specified by the*

*Shareholders in their sole discretion and the cost of the said valuation shall be for the account of the Shareholders. In the event that the value of the Security Property as listed or as determined by the quantity surveyor differs from the amount of the installment payment then due, the difference between the said installment payment amount and the value of the Security Property shall in proportion to the amount due to each Shareholder be added to or deducted from, as the case may be, the next installment payment due to the each of the Shareholders;*

- iii. Upon failure by the Company to make the installment payments of Four hundred and fifty-seven thousand six hundred and seventy-two dollars United States currency (US\$457,672.00) due on the 31<sup>st</sup> day of December 2018 to Mr. Ekoku and the installment payment of One hundred and fifty-six thousand one hundred and seventy-nine dollars United States currency (US\$156,179.00) due on the 31<sup>st</sup> day of December 2018 to Mr. Bradford the Shareholders shall be entitled upon the expiration of fifteen (15) days after notice has been given under Clause 3.5 aforesaid in the event that the default of which notice was given has not been remedied select Security Properties from the unsold units of the Sands Condominium Hotel and shall provide notice of the selected Security Property in writing to the Company and the Company shall convey the selected Security Properties to the Shareholders respectively as tenants in common in proportion to the amount due to each Shareholder on the 31<sup>st</sup> day of December 2018. The value of the selected Security Properties shall be the list price at which the selected Security Property is being offered for sale by the company or if the Shareholders so choose may be determined by BCQS International or such other quantity surveyor as may be specified by the Shareholders in their sole discretion and the cost of the said valuation shall be for the account of the Shareholders. In the event that the value of the Security Properties as listed or as determined by the quantity surveyor exceeds the amount of the installment payment then due, the difference between the said installment payment amount and the value of the Security Properties shall be reimbursed to the Company by*

*the Shareholders and in the event that the value of the Security Properties as listed or as determined by the quantity surveyor is less than the amount of the installment payment then due, the difference between the said installment payment amount and the value of the Security Properties shall be credited by the Company to the Shareholders for the payment of the Common Expenses of the respective Security Properties.*

*iv. Upon completion of the valuation of a Security Property Mr. Ekoku or the Shareholders as the case may be shall give notice to convey and within thirty (30) days of the date of the notice to convey a Security Property in accordance with this Clause 3.5(iv) the Company shall execute in respect of such Security Property an Agreement for Sale and a Deed of Conveyance in substantially the same form as the Agreement for Sale and Deed of Conveyance prevailing at the time of the conveyance of the Security Property and that is executed with purchasers of units of the Condominium Development known as The Sands Condominium Hotel.*

6. Sandy Bay defaulted on the outstanding due to me and pursuant to the aforementioned clause of the Share Repurchase Agreement, I took up residence in Apartment 54 at The Sands on the 17<sup>th</sup> day of January, 2020.
7. On or about the early afternoon of Saturday, the 8<sup>th</sup> day of February, 2020, I returned to The Sands, having left the property earlier that day, and found that a new lock had been fitted to the door of the apartment.
8. I immediately went to the reception desk in the entrance lobby and inquired of the staff member on duty why the lock had been placed on my apartment door and requested a key to the new lock so that I could access my apartment. I was informed by the duty manager, Isabelle, that she was not authorised to provide me with a key to the new lock and that I would have to liaise with Mr. Peter J. Odle in respect of the same.
9. I returned to the apartment and proceeded to force the door to the apartment open and re-entered the apartment. I was aware at all material times that Mr. Odle would call the Royal Barbados Police Force and attempt to lay a complaint against me for criminal damage.

10. Approximately thirty (30) minutes after I gained entry to the apartment, three (3) officers from the Royal Barbados Police Force, who were stationed at the Worthing Police Station, arrived at the apartment. The officers were accompanied by Billy, a senior security employee of Mr. Odle. The officers identified themselves to me in a courteous manner and I invited them into the apartment. I was informed by the officers that they had received a report of trespass, unlawful entry, criminal damage and threatening behaviour by me towards employees of The Sands.
11. Station Sergeant Bynoe, the most senior of the officers present, requested my version of events and I proceeded to provide him with the same. I was informed by Station Sergeant Bynoe, that he was present because this was the second time that officers from the Worthing Police Station had been called to The Sands to deal with matters concerning myself, Mr. Odle and apartment number 54.
12. I was further advised by Station Sergeant Bynoe that he had been made aware that I had previously presented documents, namely company share certificates, the share repurchase agreement and the trust agreements to the officers who had attended the initial call and wanted to inspect the same. I provided Station Sergeant Bynoe with my iPad, as I kept electronic copies of the aforementioned documents on my iPad, for him and the other officers present to review the same. I advised Station Sergeant Bynoe that I would email electronic copies of the documents or hand deliver physical copies of the documents which had been reviewed by himself and the other officers to the Worthing Police Station so that the same could form part of the official police report of the incident. I was informed by Station Sergeant Bynoe that electronic copies of the documents would suffice.
13. Upon the conclusion of the review of the documents by Station Sergeant Bynoe, I was informed that the conclusion which was reached by the officers who attended the initial call was correct and this matter was a civil matter and did not require the involvement of the Royal Barbados Police Force.
14. Station Sergeant Bynoe inquired of Billy as to the whereabouts of Mr. Odle. Billy informed Station Sergeant Bynoe that Mr. Odle was currently en route to the Sands. Station Sergeant Bynoe informed Billy and myself that unless Mr. Odle was close to The Sands, he and the officers accompanying him would return to the Worthing Police Station and return to The Sands later that day.
15. I accompanied the officers to the reception area of The Sands and as they were preparing to leave The Sands, Mr. Odle arrived. Mr. Odle was on his cellular phone as he was exiting his vehicle, Station Sergeant Bynoe waited for him to finish his conversation. It was my opinion having observed Mr. Odle's demeanour that he was visibly agitated that I remained on the premises of The Sands

and that I had not been forcibly removed by the Royal Barbados Police Force. Mr. Odle stated to the officers and myself that he had been speaking with the Attorney General who was “advising him on this matter”.

16. Station Sergeant Bynoe asked Mr. Odle if there was a more private area where he could speak to us both. Mr. Odle indicated that there was and the officers, Mr. Odle, Billy and myself went to the manager’s office on the ground floor of The Sands. We, Mr. Odle and I, were advised by Station Sergeant Bynoe that upon an investigation of the complaint and an inspection of the documents provided by me, he was not of the opinion that the dispute between Mr. Odle and myself was a matter for the Royal Barbados Police Force. He went on to state that there was evidence to show that I had a right to enter and remain on the property.
17. Mr. Odle advised Station Sergeant Bynoe that he was the owner and chairman of the hotel and that I was a liar and had been paid a substantial sum of money by him.
18. Station Sergeant Bynoe reiterated that in his opinion the matter was one to be determined by the Courts of Barbados and not the Royal Barbados Police Force and that Mr Odle should seek guidance from his Attorney-at-Law. Mr Odle again stated that he had taken advice from his Attorney-at-Law, the Attorney General and another individual personally on the matter and that I was not entitled to enter and remain on the property. Mr Odle further stated that I would not be allowed onto the property under any circumstances and that he had instructed his employees to remove the door to the apartment which I was occupying and to remove my possessions from the said apartment.
19. One of the other police officers present advised Mr. Odle that any attempt to disturb or damage my personal possessions which were in the apartment could be deemed a criminal action.
20. In an attempt to calm the situation, I proposed that I would leave the manager’s office. But, prior to leaving the manager’s office, I advised all of the parties that I would engage a locksmith and a carpenter to replace and repair the locks to the door to the apartment. I again reiterated that I would be willing to commence an action in the High Court of Barbados to enforce my rights under the Share Repurchase Agreement. With the permission of the police officers, I left the manager’s office and returned to the apartment.
21. Later that afternoon, I sent the documents and all relevant details of my dispute with Mr. Odle via email to Station Sergeant Bynoe. A true copy of the email dated the 8<sup>th</sup> day of February, 2020 is hereto attached and marked “**AE1**”.



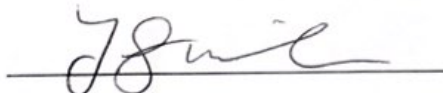
22. On Sunday the 9<sup>th</sup> day of February, 2020, I sent further correspondence pertaining to the initial incident between Mr. Odie and myself which occurred on the 17<sup>th</sup> day of January, 2020 and was attended by officers of the Royal Barbados Police Force together with a copy of my letter to the Commissioner of Police to Station Sergeant Bynoe. A true copy of the email dated the 9<sup>th</sup> day of February, 2020 is hereto attached and marked "AE2".
23. On Monday the 10<sup>th</sup> day of February, 2020, pursuant legal advice which I received from my Attorney-at-Law, I wrote to the Attorney General of Barbados, the Hon. Dale D. Marshall, Q.C., MP. I requested acknowledgement of my aforementioned letter from the Office of the Attorney General and received the acknowledgement on the same date from Ms. Hazel Mederick, the executive secretary to the Attorney General. To date, I have not received a response to my letter. True copies of the email/letter dated the 10<sup>th</sup> day of February, 2020 and the acknowledgement of the same date are hereto attached and marked "AE3".

SWORN TO by the deponent the  
said ABAGI EKOKU at  
on the 11<sup>th</sup> day of September, 2020

)  
)  
)



Witnessed by:

  
Mr JAMIE LINCIANO  
APT 13, ZINANIA  
PITTS VILLAGE  
ST JAMES  
BARBADOS