

CONSENT AGREEMENT

THIS AGREEMENT is made the 19th day of *JANUARY*, Two Thousand and One **BETWEEN** the **FAIR TRADING COMMISSION**, a body Corporate with its Offices at 52 – 60 Grenada Crescent, Kingston 5, in the parish of Saint Andrew (hereinafter referred to as "the Commission") of the **FIRST PART** and **JOHN CROOK AUTOMOBILES COMPANY LIMITED**, a Company duly registered under the Laws of Jamaica with registered Offices at 234 Spanish Town Road, Kingston 11, in the parish of Saint Andrew (hereinafter referred to as "the Respondent") of the **SECOND PART**,

WHEREAS:

1. The Jamaica Mutual Life Assurance Society (hereinafter referred to as "the Informant") lodged a complaint with the Commission alleging that on April 11, 1994 it purchased a Subaru Legacy motor car with Chassis Number F1BC2DROCK033369 and Engine Number 916101, which was represented by the Respondent to be a 1994 model. The Informant, on seeking to purchase parts for the said motor car, subsequently discovered that the car was in fact a 1993 model and not a 1994 one.
2. The Commission informed the Respondent of the matter and it responded by confirming that the motor car though sold as a 1994 model, was in fact a 1993 motor car. The Respondent agreed that the sale of the motor car as a 1994 model could have misled the public.
3. The Commission contended in Suit M068 of 2000: Fair Trading Commission v. John Crook Automobiles Limited that the Respondent had breached Section 37 of the Fair Competition Act which prohibits businesses from making false or misleading representations to the public.

IT IS HEREBY AGREED BETWEEN THE PARTIES THAT:

1. The Commission reserves the right to use the facts of this complaint referred to herein, in its public education programme.
2. The Respondent will pay to the Informant within thirty (30) days of the date hereof, the sum of Fifty-Three Thousand One Hundred and Five Dollars (\$53,105.00) representing the difference between the cost of 1993 and 1994

models, together with simple interest at the rate of 15% per annum from the date of purchase to the date hereof.

- 3. The Respondent agrees to pay the Commission the sum of One Hundred and Twenty-Five Thousand Dollars (\$125,000.00) in lieu of costs.
- 5. Should the Respondent fail to implement the terms agreed to herein within thirty (30) days of the date hereof, the Commission may thereafter withdraw its acceptance of this Agreement and take such action as it considers appropriate and so notify the Respondent.
- 6. The parties hereto agree to waive any and all further procedural steps, all rights to seek judicial review or otherwise to challenge or contest the validity of the Agreement.

EXECUTED UNDER THE COMMON SEAL OF)

JOHN CROOK AUTOMOBILES LIMITED)

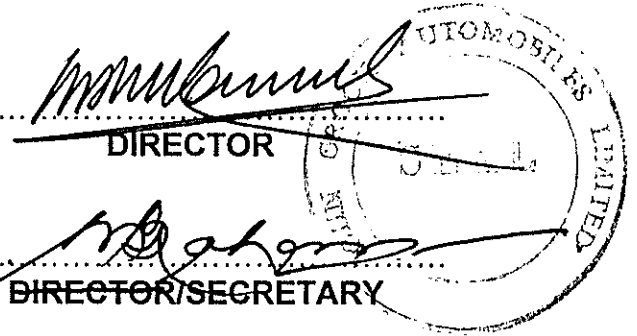
BY DIRECTOR *W.A. McCONNELL*)

AND DIRECTOR/SECRETARY *M.A. BRAWAY*)

IN THE PRESENCE OF:)

Maria Q. W. Jones)

WITNESS



EXECUTED FOR AND ON BEHALF OF)

THE FAIR TRADING COMMISSION)

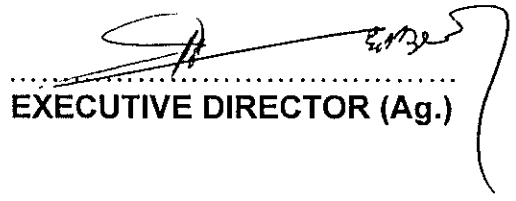
BY DAVID BETTY,)

EXECUTIVE DIRECTOR (Ag.))

IN THE PRESENCE OF:)

Allen)

WITNESS



DESIREE J.C. AULETTE
LL.B. LEC.
ATTORNEY AT-LAW