

**Review of the George and Charles Brown Submission to the  
Commission of Inquiry into Historic Land Loss**

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## **George and Charles Brown Submission to The Commission of Historic Land Loss**

### **Introduction**

This report follows review of the content of the George and Charles Brown submission to the Commission containing allegations of fraud and conspiracy relating to the alleged loss of land suffered by their mother Barbara Lucille Brown and other beneficiaries of the Will of her uncle, John Virgil. The content of the report is an attempt to place the events surrounding the perceived loss into context to provide clarity. For this purpose, content derived from the investigative report of Det Sgt Cassin and other material, contained within the submission was utilized. In addition, entries in the Sandys Parish Vestry Registers for transfer of land ownership have also been examined.

Realization of the perceived loss of the land occurred in 1972 following the death of John Augustus Alexander Virgil whom was known to have named Barbara Brown and others as beneficiaries in his last will and testament made in 1964. Virgil, at some point is alleged to have said that he would never sell his land however, it is not known to whom he made the declaration or the reasons prompting him to do so and in early 1969 he sold the property unbeknown to the beneficiaries who were later informed of the sale by Executors of the Will.

Barbara Brown confronted one of those believed to have knowledge of the sale, a purported witness and in the ensuing years enlisted the assistance of multiple lawyers without a satisfactory result. She made a complaint to the police and it became clear that Virgil had sold his land at a price believed to be significantly beneath its value. Thereafter it was sold to a building contractor followed by a real-estate developer each time increasing in price. The investigation concluded without any person having been arrested or charged with an offence, no evidence of wrongdoing having been substantiated.

### **The Brown submission**

This submission in two parts dated 12<sup>th</sup> March and 1<sup>st</sup> June 2020 was provided by George and Charles Brown on behalf of their mother, and other relatives, all beneficiaries under the last will and Testament of John Augustus Alexander Virgil, dated 21<sup>st</sup> May 1964. The beneficiaries, 7 in number are listed as follows. Gladwin Ming, Glen Ming, Sylvia Davis, Eunice Ming, Marion Johnson, Barbara Brown and Marie Spence.

The submission consists of copies of a will and other documents which trace the ownership of land by Augustus Virgil and his descendants including that owned by John Augustus Alexander Virgil in 1961 and makes allegations of fraud against individuals involved in the sales and the purchases of Virgil's land; and against an entity involved with the probate of the will, the Bank of Butterfield Executor and Trust Co Ltd. in the absence of supporting evidence; the assertions appearing to derive from interpretation of the circumstances surrounding the sale of the land

### **Persons and entities listed as being responsible for the historic land loss.**

- John Alfred Virgil
- John W Swan Limited
- Russell Levi Pearman
- The Bank of Butterfield and Son Ltd
- Appleby Spurling and Kempe.

**The essence** of the Brown claims as submitted are as follows.

***In November 1968 Mr. Russell Levi Pearman held himself out to affect the community at large and to John Augustus as in particular as the owner of 1.5 acres of land in Sandys Parish which land was in fact owned by Augustus Virgil.***

***In the month of February 1968 Mr. Russell Levi Pearman drew a Bill of Sale on yellow paper to the effect of which was to sell the land of Mr. John Augustus Alexander Vigil to Mr. John Augustus. The said drawing of the Bill of Sale contained a fraudulent statement namely that Russell Levi Pearman was the owner of the land.***

***On February 1<sup>st</sup> 1969 Mr. Russel Levi Pearman severed the subdivision of 1.5 Acres of land in Sandys Parish into 8 lots of land thereby fraudulently representing to the said Planning Authority either that he had lawful authority to do so or that he was the applicant and owner of the said land which said land was in fact owned by Mr. John Alexander Virgil.***

***Mr. Russell Levi Pearman when acting both as agent for the vendor as well as purchaser of the said land purported to purchase the said land for the sum of 7000.00 which said price was a fraudulent under-value of the land.***

***There are statements to the Commissioner of Police (see exhibit E) indicating fraud dated 26<sup>th</sup> Nov 1975, 9<sup>th</sup> February 1976, and 26<sup>th</sup> October 1976.***

In addition, the March submission contained copied sections of a Police report believed to have been contained in a file recognizable by format and content as

that compiled by an officer during his investigation into allegations of fraud surrounding the sale of Virgil's land prior to his death in 1972. In addition, copies of **witness statements of Algernon Doers, John Augustus, and Barbara Lucille Brown** from the same file are also contained in the submission.

The file together with a number of other documents, contained within it recovered by the officer during the course of the investigation **cannot be found within Govt Archives**; this giving rise to a question as to the source of material clearly originating from the file, contained within the Brown submission. The importance of the file (to this review and the Commission) cannot be understated given that it's content **would be of assistance in illustrating the extent to which the investigation succeeded in identifying-wrong doing if any**, by those named in the Brown submission. The search for the file continues.

A second submission dated 1<sup>st</sup> June 2020 which in part duplicates the first provided by Charles Brown and arising out of a request from the Commission for further information, includes responses to 17 questions from the Commission in addition to three additional documents described as **Nature of Complaint, Package of exhibits, and Visual description of a chronology of activity from 1964 to 2020**.

In broad terms these documents contain allegations of conspiracy, corruption, and fraud motivated by greed culminating in the loss of 1.5 acres of land in Sandys parish owned by John Augustus Alexanders Virgil for which he was **paid a sum below its true value by** Russell Pearman and others thus depriving the beneficiaries of his will that which he intended they should inherit.

### **Conveyance of Land to Eric Artur Jones**

The transaction which occurred in January of 1962 in which **John Augustus Alexander Virgil conveyed a portion of land to Eric Arthur Jones** is also mentioned in the Brown submission, the reason for this being that **John Alfred Virgil of Sandys** also a client of Robert Moyter, **was paid for the land in the amount of 1025 pounds**, however a conveyance drawn up relating to this transaction reflects John Augustus as the person who conveyed the land to Jones.

That both men, John Augustus Alexander Virgil, and John Alfred Virgil were clients of Robert Moyter at Appleby Spurling and Kemp, raises the possibility of a mistake having been made when taking into consideration that the payment and letter of acknowledgement of the transaction was sent to John Alfred Virgil in Sandys,

instead of John Augustus Alexander Virgil who lived in Pembroke. It is not known if this matter was resolved satisfactorily between the parties.

**Particulars of Loss** (as presented in the submission)

Loss of Land forming the estate of John Augustus Virgil

Loss of the Market Value of the said land at the current market Value.

Expenses incurred in the investigation to uncover concealed fraud of Mr. Russell Levi Pearman.

The narrative continues

*Each of the beneficiaries have suffered loss and damage and put to expense. The beneficiaries claim damages for fraudulent conversion and or breach of fiduciary duty and or fraud and or constructive fraud together with cost interest pursuant to statute and such other relief as may be just.*

**Expectation, Financial relief and Settlement**

This clearly illustrates that the expectation is that of financial relief for the perceived loss however, provision of such is outside the mandate of the Commission as is the **mediation** which they have indicated to be the means of settlement of the matter to their satisfaction.

See page 4 of document submitted entitled Application for the Commission of Inquiry into the Historic Losses of Land in Bermuda.

*The expectation is that this Commission, in furtherance of its mandate does cause the matter to be placed before the eyes and ears of justice for its right and proper hearing leading to some form of redress for the long-suffering beneficiaries. And also, to hold the perpetrators of this conspiracy to account under the laws that govern the beautiful islands of Bermuda.*

See page 3 item 12 (c) of the document intitled Nature of Complaint and dated June 1 2020.

**Circumstances** surrounding the sale and loss of the land

**John Augustus Alexander Virgil** was described as an alcoholic who lived as a hermit and being unwilling to look after himself. However, in 1961 and the years following, and preceding his death in 1972, he was the owner of a tract of land in Sandys parish.

Sometime during early 1969, believed on 11<sup>th</sup> January **Russell Levi Pearman**, one-time MCP, real estate agent, and antique dealer, purchased a tract of land in Sandys parish from Virgil for the sum of seven thousand pounds, having given him a deposit of one hundred pounds. Soon after Pearman persuaded **Algernon Doers** to sign the document as a witness after he had conveyed Pearman in a taxi to a residential area, Government Gate in Pembroke Parish. Virgil was not present on this occasion.

Later, Pearman approached **John Emanuel Augustus**, a stonemason and builder offering the land for sale telling him that he was the owner of the property and indicating its price to be between eighteen and twenty thousand pounds. After viewing the property and consulting with Real Estate Developer John W Swan, (with whom he had a business relationship), Augustus agreed to the of purchase the land for **eighteen thousand pounds**. Pearman made out a Bill of Sale on a yellow sheet of paper which Augustus claims to have later handed to John Swan.

Shortly after arrangements were made for Pearman to accompany Augustus to Swan's Office where a sales agreement was made and Pearman paid a sum of money by Swan, on behalf of Augustus.

**John Virgil** attended the law firm of Appleby Spurling and Kemp where he spoke with his lawyer **Robert Moyter** on the 19<sup>th</sup> February 1969 showing a **Sales Agreement** for the sale of his land to Russell Levi Pearman and instructed him to send the Deeds for the land to **David Wilkinson**, Pearman's lawyer of the Law firm Cox and Wilkinson. The Sales agreement believed to have been the original document had the signatures of Pearman, Virgil, and the purported witness Algernon Doers.

**David Wilkinson** drew up Conveyances for the sale of property from Virgil to Pearman, and from Pearman to Augustus for eighteen thousand pounds. Both documents were dated 15<sup>th</sup> April 1969 and on the same date he sent a letter to the Sandys Parish Vestry notifying them of the change of ownership from Virgil to Pearman. He Later contacted Barbara Brown, one of the named beneficiaries and appeared to have misgivings about the transactions when he informed her that

*"Mr. Pearman has bought some property from your uncle and I've only done the transaction for Mr. Pearman.*

*"He is a crook you know".*

If true it remains unclear why Wilkinson choose to make the comment to Barbara Brown.

John Virgil died in January of 1972 and it became apparent to Barbara Brown and the other beneficiaries of his will that his land was gone and there was little money left. In an effort to discover what had become of her uncle 's land she sought the assistance of numerous lawyers, (nineteen in total), between the years 1972 and 2005 without positive result. One such lawyer telling her.

***“You don’t have a leg to stand on”***

Three years later in 1975 she made a complaint to the police alleging

*Irregularities in the purchase of land from Virgil by one Russell Levi Pearman in 1969. The essence of which being.*

*That Virgil didn’t know what he was doing as he was a sick man and also an alcoholic.*

*That a witness to the sales agreement between Virgil and Pearman, a Mr. Algernon Doers gave his signature on the street and Virgil was not present.*

She also provided police with a number of documents relating to the loss of the land recovered from Virgil’s accommodation following his death in 1972.

### **The Police Investigation**

Inquiries conducted by Det Sgt Cassin of the Bermuda Police Force confirmed that Russell Levi Pearman had indeed purchased the land from John Virgil for **seven thousand pounds**, after having given him a deposit of one hundred pounds.

**Algernon Doers** interviewed by Det Sgt Cassin in November of 1975 recounted the details of his role in the events at Government Gate and confirmed that he signed the yellow paper when requested to do so by Pearman. When informed by the officer that there were two documents with his signature on them, he insisted that he had only signed once, claiming in a recorded statement.

***“That cannot be right I only signed one form. I only signed my signature once. I’m sure about this. I only gave one signature and the one I’ve been shown looks like mine. If there are two signatures then one of them was made by someone else”***



**Robert Motyer** was certain that the person who attended his office on the 19<sup>th</sup> February 1969 and instructed him to forward the Deeds to his land to Pearman's lawyer David Wilkinson, was **John Virgil whom he knew** and had drawn up a will for in 1964. It is not known if the officer recorded a statement from Motyer.

**Russell Levi Pearman** described by Det Sgt Cassin as "*very cooperative*" was interviewed on 2<sup>nd</sup> February 1976 and when informed of the allegations made by Barbara Brown responded.

*" There was nothing wrong with the buying of the property".*

He had no objections to an examination by police of documents held by his lawyer David Wilkinson and stated that he would instruct Wilkinson to permit the officer to do so. As far as can be determined Pearman was not treated as a suspect and it is not known if a statement was recorded.

**David Wilkinson** of Cox and Wilkinson was interviewed (*believed at his office*) by Det Sgt Cassin on 29<sup>th</sup> January 1976 and asked if he had original documents in his possession relating to transactions between Pearman and Virgil, and Pearman and Augustus. He responded that **he would not retain such documents, they would remain with the papers to the property.** The officer then saw a sales agreement dated 19<sup>th</sup> February 1969, and asked Wilkinson if he had the sales agreement for the transaction between **Pearman and Augustus** and he answered yes but refused to provide a copy. He confirmed that the date of the document was the **19<sup>th</sup> February 1969.**

He, (Wilkinson) completed paperwork, Conveyances for the sale of the land from **Virgil to Pearman and from Pearman to Augustus.** All documents were dated 15<sup>th</sup> April 1969. On the same date he sent a letter to the Sandys Parish Vestry notifying them of the change of ownership from Virgil to Pearman. A cheque in the amount of **six thousand eight hundred pounds made payable to Virgil** was also made out and later found to have been **deposited in his fixed deposit account** at the Bank of NT Butterfield and Son Ltd on the **4<sup>th</sup> July 1969.** He (Wilkinson) did not think it odd that Pearman agreed to sell the land to Augustus before he actually bought the property.

*" Because Pearman had a lawful contract,"*

This believed to be a reference **to the sales agreement dated 11 January 1969.**

Later on, the 9<sup>th</sup>. February 1976 during a telephone conversation with Det Sgt Cassin Wilkinson berated the officer for doing the inquiry telling him that he was wasting taxpayer's money and otherwise was completely unhelpful **refusing to allow the officer to examine the sales agreement dated 19<sup>th</sup> February 1969**. It is not known if a statement was recorded from Wilkinson.

**John Augustus** described by Det. Sgt Cassin as *an elderly man with a poor memory* purchased the land for eighteen thousand pounds having been approached by Pearman who told him **he was the owner of the property**. Pearman repeated his methodology, that is to say the writing of a sales agreement on yellow paper with the signature of a third party as a witness, in this case, **(WG Brown)** who was not present and whom did not witness the signatures of Pearman and that of the purchaser Augustus; this revealed and to some extent confirmed by Augustus in a statement to police in which he said.

*"I have been shown a sales agreement dated 19<sup>th</sup> February 1969 and it appears to have my signature on it. I did not sign this agreement at Wilkinson's office because I only went there once and that was on the 15<sup>th</sup> April 1969. I didn't sign it at John Swan's office because the witness on this sales agreement **W.G. Brown was not there** when I went to John Swan's office with Pearman. W.G. Brown the witness on this sales agreement is a **friend of Russell Pearman** and most of the time **hangs around Pearman's place**"*

Noteworthy is that **WG Brown is the grandfather of Walton, Charles, and George Brown** and in response to a query from the Commission is described thus by Charles Brown.

*W.G. Brown was a **friend of Russell Pearman** for many years. **Pearman asked him to be a witness to the signing off on a piece of land in question**. When **W.G Brown realized he would be a witness to a transaction** involving his daughter in law's uncle he stepped away and refused to be involved.*

See question 15 and response to same at page 10 in letter to Commission dated June 1 2020

There is no indication in the extracts from Cassin's file contained in the Brown submission, that **WG Brown** was interviewed by the officer in relation to the circumstances under which his signature was placed on the document (shown to Augustus during interview by police); or whether or not he signed it at all.

Eventually on the 21<sup>st</sup> May 1970 Augustus sold the property to John Swan for **sixty thousand pounds** and thereafter the land having been subdivided into individual lots was sold by Mr. Swan to other individuals.

Det Sgt Cassin's efforts to recover the original documents relating to the sale of Virgil's land was not successful; thus, thwarting any opportunity to subject them to examination by a qualified expert in handwriting analysis against samples, a requirement crucial to establishing or not that fraud was at play in the sale of Virgil's land.

The **original** conveyance relating to the sale of the land from Pearman to Augustus and drawn up by Wilkinson was the object of a search during the course of the investigation **but was not found, neither was a copy**, however both are believed to have existed having been sent to J W Swan Ltd by lawyer Peter Smith's Office.

Examination of the signatures of Virgil and Doers by Det Insp Waddell during the course of the investigation was inconclusive if not meaningless given that he was not a recognized expert in handwriting analysis.

### **Adverse Finding**

Were Pearman and Doers alive today it may be that **Adverse findings** would be appropriate with respect to their actions and those of Pearman's lawyer David Wilkinson. However, all of them are deceased; and, **in the absence of evidence of wrongdoing, there does not appear to be grounds or justification for such a finding** with respect to entities and individuals against whom allegations have been asserted, these being Appleby Spurling and Kemp, The Bank of Butterfield Executor and Trust Co Ltd, Sir John Swan, and individuals to whom property was sold following subdivision into individual lots.

### **Conclusions**

The investigation into the allegations made to Police by Barbara Brown ended with no persons having been arrested or charged in relation to the sale of Virgil's land; in the main **it would seem due to the inability to identify evidence to substantiate evidence of wrongdoing. The original documents having been the object of a search for a period of 5 months not having been found.**

Det Sgt Cassin concluded referring to the original conveyance dated 15<sup>th</sup> April 1969.

*Without the original conveyance and examination of Virgil's signature on that document nothing further can be done.*

That money exchanged hands with **6800 pounds having been found to be deposited in Virgil's account at the Bank of Butterfield makes clear that a sale was made** and that he, (Virgil) was in fact paid for his land even if the amount **was less than its full value**. The Brown submission does not provide insight into what would have been considered the value of the land at that time, the year 1969.

The statements of Doers, and Augustus obtained by Cassin give rise to suspicion that Pearman's actions and possibly those of WG Brown may have been dishonest, however this cannot be substantiated.

David Wilkinson however was satisfied that Pearman had a valid contract and expedited the paperwork relative to the sale of Virgil's land.

Robert Motyer who knew John Virgil, (having drawn up a Will for him in 1964), was **certain that it was Virgil** who attended his offices on the 19<sup>th</sup> February and instructed him to send the Deeds for his property to Pearman's lawyer David Wilkinson.

Further, Virgil's condition, that of an alcoholic, living as a hermit and unwilling to look after himself suggests one of two possibilities; that he may have been indifferent to his own affairs and was induced to sell the land by Pearman and others. Or, that he simply sold the land despite claims that he said that he would not do so, for **seven thousand pounds, a sum possibly beneath its true value**; this when compared to the sums for which it was subsequently sold by Pearman to Augustus at eighteen thousand pounds, and finally when Augustus sold the land to John W Swan for sixty thousand pounds.

Russell Levi Pearman is deceased as are most of the persons involved with the sales and purchases of Virgil's land, the exceptions being realtor **John Swan** and those to whom he sold property in individual lots and are now believed to hold title for that which they purchased.

The following individuals have been **confirmed as deceased by the Registrar Generals Office**. Russell Levi Pearman, Algernon Doers' John Augustus Alexander Virgil, John Alfred Virgil, David Wilkinson, Robert Motyer, and Walter St George Brown.

Former **Det Sgt Thomas Cassin** left Bermuda following retirement to reside in the United States where he subsequently died.

Nothing is known of **Eric Arthur Jones** save that at some stage he left Bermuda. However, it is not known whether or not Det Sgt Cassin investigated the circumstances of the sale of land to him by John Augustus Alexander Virgil; one aspect being the sending of a letter of acknowledgement of the sale together with a cheque for 1025 pounds to John Alfred Virgil instead of John Augustus Alexander Virgil suggesting the possibility of a mistake having been made by Apple Spurling and Kemp.

Of note is that an entry in the **Sandys Parish Vestry Register** relating to **John Augustus Alexander Virgil**, for transfer of land ownership (referred to above) dated April 1962) reflects the transfer of land ownership to Jones at Sheet # 12 of the Register. Likewise, an entry dated July 1969 in the same Register on the same sheet, # 12 reflects the transfer of land ownership to Russell Pearman and then to John E Augustus. A further entry recorded for John Augustus at sheet 24 A reflects transfer of the land ownership from Pearman to Augustus.

The aforementioned information relating to **transfer of land ownership of Virgil's land subsequent to sale was not included** in a report compiled by Bermuda-Caribbean Engineering Consultants during 1996 at the behest of the beneficiaries of Virgil's will. Under the heading Contingent and Limiting Conditions at Page 1 para 4 the statement reads in part

*Thorough searches have been made of the applicable registries in Bermuda and the **old Parish Vestry records**, Supreme Court records and the ministry of Works and Engineering records.*

Clearly the statement is not accurate given that the entries referred to above at sheet #12 were made in the Sandys Vestry records in 1962 and 1969 well before the report compiled by **Bermuda Caribbean Engineering**, yet the affect of them was not noted or articulated in the report thus creating the **misleading impression** that there was no indication of Virgil having disposed of land after January 1962.

**David Summers** President of Bermudian-Caribbean Engineering Consultants Ltd and author of the mentioned report was shown a copy of sheet # 12 from the Sandys Parish Vestry records on the 9<sup>th</sup> November 2020 and stated.

***“I can confirm that I did not have sight of the parish vestry records for Sands when preparing the report but relied on verbal communication with the parish vestry clerk.”***

The effect of sale of Virgil’s land in the circumstances was that the expectations of the beneficiaries of Virgil’s Will were not met and they did not inherit the land as they may have been led to believe. In the ensuing years Barbara Brown initiated a number of actions in the Supreme Court in efforts recover it. Two of these #252 1982 and # 60 1998 in the Civil Jurisdiction of the Supreme of thee Court, copies of which have been obtained are known to have come to naught. Efforts to ascertain the outcomes of several others at the Supreme Court Registry are ongoing with difficulty having been encountered with locating the relevant files

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