

# Exhibit E

COIHLL2019015  
GB 007

TO: The Commissioner of Police, Superintendent "C"  
DIVISION: Major Incident Room  
FROM: Thomas Cassin DS 55 DATE: 7th February 1976  
SUBJECT: Complaint relating to Estate of John Augustus VIRGIL

Complainant: Mrs. Barbara Lucille Browne, Spanish Point,  
Pembroke West. Telephone: 20286.

Complaint: She is one of the beneficiaries of her Uncle's Will, namely one John Augustus Alexander Virgil who passed away on 17th January, 1972. She alleges irregularities in purchase of land from Virgil by one Russell Levi PEARMAN in 1969.

- (a) That VIRGIL didn't know what he was doing as he was a sick man and also an alcoholic.
- (b) That a witness to the Sales Agreement between Virgil and Pearman, a Mr. Algernon DOERS gave his signature on the street to Pearman and Virgil was not present.

DOCUMENTS RECEIVED FROM COMPLAINANT:

- TC 1. Last will and testament of John Augustus Virgil made on 21st May, 1964 in the presence of ROBERT MOTYER, of Apples by, Spurling & Kempe.
- TC 2. Carbon copy of Sales Agreement dated 11th January, 1969 between Virgil and Pearman for sale of land owned by Virgil for 7,000 pounds sterling. Witness to agreement Algernon Doers. Signatures of Virgil, Pearman and Doers are original, on this document. Documents received from Mr. Michael Mello representing Mrs. Brown.
- TC 3. Copy Indenture dated 15th April, 1969 re sale of land in Sandys Parish to Russell Levi Pearman from John Augustus Alexander Virgil for 7000 pounds sterling. (Indenture drawn up by David Wilkinson of the firm of Cox and Wilkinson)
- TC 4. Copy of Indenture dated 4th November, 1970 which relates to an Indenture dated 15th April, 1969 for sale of land from Russell Levi Pearman to one John Emmanuel Augustus.
- TC 5. Copy of letter sent to Sandys Parish Vestry dated 15th April, 1969 by the Office of David Wilkinson notifying change of ownership of land from Pearman to Augustus.
- TC 6. Copy sketch of Virgil Land in Sandys Parish.
- TC 7. Copy letter dated 17th February 1969 from Robert Motyer to David Wilkinson relating to instructions received by Motyer from Virgil. Copy receipt for Deeds to Virgil property attached.
- TC 8. Copy receipt dated 10th December, 1970, relating to documents received by J.W. Swan Ltd from Peter Smith barrister. The following documents are listed as having been received by J.W. Swan Ltd.
  - Indenture dated 15th April, 1969, Sale of land from Virgil to Pearman.
  - Indenture dated 15th April, 1969, Sale of land from Pearman to Augustus.
 On 25th November 1975 I saw Mr Robert Motyer at his office. He stated that Mr. Virgil came to see him on 19th February 1969. Virgil showed him a Sales agreement for sale of his land to Russell Levi Pearman. Mr Virgil instructed Mr. R. Motyer to send the deeds of the land to David Wilkinson who was representing Pearman. This Mr Motyer did. There is no doubt in Mr Motyer's mind that the man who gave him these instructions was John Virgil. He saw Virgil prior to this date and in drew up Virgil's will in 1964. Mr. Motyer still had in his possession too.
- TC 9. Sales agreement dated 11th January 1969. This was the original agreement. Agreement had original signatures by Pearman, Virgil and witness Doers. I obtained this document on receipt.

A or S  
files -

A - A A

TC 10/ On 26th November 1975 I saw Algernon Doers. I recorded a  
11 statement from Doers and obtained samples of his handwriting.  
Doers stated that he gave one signature to Russell  
Pearman in a taxi up at Government Gate, Pembroke one morn-  
ing in 1969. He is sure he only gave one signature.  
On the 15th December 1975, I saw one John Emanuel Augustus  
He could only say that he did buy land in Sandys Parish  
from Russell Levi Pearman in 1969 for 18,000 pound ster-  
ling. Transaction was handled by Wilkinson's office.  
Property was later sold to J. W. Swan in 1970 for 60,000  
pound sterling (an elderly man whose memory is not good).

TC 12 On 8th December 1975, I saw Michael Collier, Bank of But-  
terfield. Received copy of Fixed Deposit Account of John  
Augustus Virgil. Also received original savings account  
signatures of Virgil.

On 29th January 1976, Det. Insp. Waddle did a preliminary  
examination of signature of Virgil and Doers on sale agree-  
ment against samples. His opinion is that Doers signature  
on sales agreement are not similar. The signatures of John  
Virgil on the sales agreement are similar. This suggests a  
proper examination by an expert should be done if the case  
warrants such action. It cannot be done in Bermuda. X X

On the 28th January 1976, I saw David Wilkinson at his of-  
fice at Saffa, Church Street. I explained the nature of my  
enquiries and asked if he had any original document rela-  
ting to the transactions between Pearman and Virgil and  
Pearman and Augustus. He stated he would not keep origi-  
nal documents as they would stay with the papers to the  
property. I then saw a sales agreement dated the 19th  
February 1969 in the file he had. I asked him if he had  
the sales agreement for transaction between Pearman and  
Augustus. He answered, yes. I asked for the document for  
examination. He refused. I asked for a copy. He refused.  
I asked him the date of the agreement. He took some time  
to answer and I said "would it be 19th February 1969; he  
said, Yes".

Mr. Wilkinson admitted that he had drawn up the Conveyance  
for sale of property from Virgil to Pearman on the 15th  
April, 1969, and also drew up a Conveyance between Pearman  
and Augustus on the same date 15th April 1969.

I asked him if he didn't think it was odd that Pearman  
should agree to sell the Virgil property on 19th February  
1969 for 18,000 pounds, before he actually bought the prop-  
erty.

A copy of this conveyance in possession of the police has  
no signatures thereon.

Mr. Wilkinson did not know John Virgil prior to 15th April  
1969.

Again on the 15th April 1969 another conveyance was drawn  
up by David Wilkinson for actual sale of the land from  
Pearman to a Mr. John Augustus, for 18,000 pounds. The  
original conveyance has not been found to date. And no  
copies has been found. However, both of these conveyances  
are in existence as they have been sent to J.W. Swan Ltd.  
by Peter Smith's office (see TC 8) Also mention of the  
second conveyance between Pearman and Augustus is mention-  
ed in Exh. TC 4).

Again on 15th April, David Wilkinson's office sent letter  
(TC 5) to Sandys Parish Vestry notifying change of owner-  
ship of land from Pearman to John Augustus.

Statement of complainant, Barbara Brown (TC 14). She gives  
background re Algernon Doers, and also states that Mr.  
David Wilkinson informed her by telephone that Pearman had  
bought land from her uncle, and that he (Wilkinson) had  
handled the transaction, and that Pearman was a CROOK.  
Wilkinson also told her this on a second occasion, namely  
that Pearman was a Crook. Almost unusual comment from the  
lawyer dealing with the transactions relating to Virgil's  
property, and a different story than he gave to police.

Conveyance dated 15th April 1969 (TC 3) shows that Virgil received 7,000 pounds on that date. Mr. Wilkinson stated that a cheque was made out to Virgil on that date for a sum just over 6,800 pounds. Copy of fixed deposit account of John Augustus Alexander Virgil from Bank of Butterfield shows 6,800 pounds deposited to Virgil's account on 4th July 1969. Bank cannot find record of cheque. Mr. Wilkinson should have a cheque and stated that he could find it.

Conclusion:

It is possible that John Virgil never signed the Conveyance dated 15th April, 1969, at David Wilkinson's office. He was not known to Wilkinson, and indeed Mr. Pearman could have brought someone else instead. Without the original conveyance and examination of Virgil's signature on that document, nothing further can be done at present. Mr. John W. Swan has started a search for this document without success to date.

I'm of the opinion that a civil suit could be instituted against Russell Levi Pearman for failing to make full sales agreement of value to Virgil land. To enter into a sterling. for 7,000 pounds

On 11th January 1969 without a witness being present to the transaction, and then agreeing to sell that land to another party John Augustus on 19th February, 1969 for 18,000 pounds sterling only after the deeds to Virgil's property were sent to Pearman's lawyer on 19th February, 1969 makes me think that agreement between Augustus and Pearman for sale of the land was made before 19th February, the date on the sales agreement. It should also be noted that when Pearman agreed to sell the land to Augustus, he had only paid Virgil a deposit of 100 pounds on 11th January, 1969. Further the full sale of the land from Virgil to Pearman was not completed until 15th April, 1969, when 7,000 pounds sterling was paid to Virgil and on the same day the full sale of the land by Pearman to Augustus was completed for 18,000 pounds sterling.

As the search for the conveyance dated 15th April, 1969, has been under way for about five months without success to date I would suggest that a copy of this report also the documents be sent to Mr. Michael Mello C/o Peter Smith Barristers, Hamilton for his perusal and civil action if necessary.

THOMAS CASSIN DS 55

On 15th April 1969 for 7,000 pounds. Mr. Wilkinson didn't think it was odd at all, because Pearman had a lawful contract with Virgil (namely the sale agreement dated 11th January, 1969).

I asked him his view of Pearman buying the property on 15th April, 1969 for 7,000 pounds and selling it the same day to Augustus for 18,000 pounds. He stated there was nothing wrong with that.

TC 13 Mr. Wilkinson gave me a copy of letter received from Appleby, Spurling & Kempe dated 19th February, 1969. This letter is same as letter TC 7. Mr. Wilkinson finally stated that the documents (sales agreement dated 19th February, 1969) was the property of his client Mr. Pearman and at my suggestion he said he would speak with Pearman about this document. Mr. Wilkinson did not know Virgil prior to 15th April 1969.

*Myfter*

On 2nd February, 1976 I saw Russell Levi Pearman. I told him of the allegations made by complainant and referred to the documents held by his lawyer Mr. Wilkinson. Mr. Pearman stated that there was nothing wrong with the buying of the property and he had no objections to the police examining any documents held by his lawyer. He stated he would call Mr. Wilkinson and so instruct him. He was very cooperative.

On 9th February, 1976 I spoke to Mr Wilkinson on telephone. He agreed that Mr. Pearman had told him to let Police have anything they wanted. He then started to berate me for doing this enquiry in his words I was wasting thousands of dollars of tax payers money for no reason whatsoever, there was nothing wrong to investigate and he ought to be stopped. He further stated that he had done some back ground on this case and remembered a woman who worked as a waitress at the Hog Penny had come to him and told him that Virgil was being robbed of his property, and he made sure that he wasn't. Regardless of what his client had said Mr. Willinson refused to give or allow me to examine the sales agreement dated 19th February, 1969.

A search has been in progress for a number of months for conveyance dated 15th April, 1969 by J. W. Swan Ltd, without success to date. Copy of one of the conveyances (TC 3) between Virgil and Pearman has no signatures thereon.

#### SUMMARY

John Augustus Alexander Virgil apparently agreed to sell his property (land) in Sandys Parish to Russell Levi Pearman, for 7,000 pounds and a sales agreement was drawn up dated 11th January 1969. Agreement was signed by Russell Levi Pearman, and a witness Algernon Doers. A 100 pounds deposit was allegedly paid to Virgil. The carbon copy of sales agreement was found in Virgil's possession after he died. This carbon copy had original signature thereon. On the 19th February 1969 John Virgil took the original sales agreement to his lawyer Mr. Robert Motyer, and on Virgil's instructions Motyer sent the deeds of the land to Mr. David Wilkinson, representing Russell Pearman. This original sales agreement also had original  
Russell Levi Pearman, John Virgil and witness

Virgil had both original and carbon copy in his possession. Doers states that he only gave one signature, and it was given to Pearman in a taxi. Doers witness nothing.

PI examination of Doers signature on agreement against samples from Doers, show they don't match.

On the 19th February 1969 (same date) Russell Pearman agreed to sell the land to one John Augustus for 18,000 pounds. A sales agreement was drawn up between these two men, and this agreement is in the hands of Mr. David Wilkinson.

On the 15th April, 1969, a conveyance was drawn up for actual sale to Virgil's land to Russell Pearman for 7,000 pounds by Mr. Wilkinson. This original conveyance has not been found to date. Received from Det. Sgt. Cassin, documents related to Est. of John Alexander Augustus Virgil.

BERMUDA



POLICE

TC 16

STATEMENT OF WITNESS

Statement of Barbara Lucille BROWN  
 Age of Witness (if over 21 enter "over 21") Over Laundry Maid Occupation  
 Address Spanish Point West Pem.  
 Phone 20286

This statement consisting of \_\_\_\_\_ 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 the 9th day of February, 1976.

Signed Mrs Barbara Brown

Signature witnessed by T. Cassin DS 55.

I am a married woman and I work as a laundry maid in my own business. John Augustus Alexander Virgil who died in 1972 was my Uncle. For a number of years before his death I looked after him financially wise. John was an alcoholic since about 1959 and during the time before his death he lived like a hermit, he wouldnt look after himself.

Sometime before 1970 I received a telephone call from Mr David Wilkinson. He asked for Mrs Brown. I said "Thats me". He said "I'M calling to tell you 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" I said "Who Mr Pearman", and he said "Russell Levi" I said "Oh" and that was the end of that. A couple of months later, Mr Wilkinson came into the Hog Penny where I worked. He called me over and asked me if I was the niece of John Virgil. I told him I was and he said "Did you hear anymore about that property matter" I said "No". He then said "That man is a crook". Thats all that was said. The next time I saw Mr Wilkinson was about 2 or 3 years later when I saw him about a matter between my husband and myself. He didnt say anything then about my Uncles property.

In 1972 when my Uncle died I was a beneficiary of his will with six(6) other relatives. I found out then that my Uncles

Signed \_\_\_\_\_ Signature witnessed by \_\_\_\_\_

\*Delete as applicable.

# BERMUDA POLICE

## STATEMENT OF WITNESS

Continuation of statement of Barbara Lucille Brown

property was gone yet there was little money left. I went to a number of lawyers but I could not get any satisfaction from them, all I got was excuses. I first went to Walter Maddocks. He suggested that it would be cheaper if we did the ground work so I did. When I brought details to him he couldnt take the case because we would have to prove that my Uncle was insane when he sold his property. We never said he was insane only that he was an acholic and a sick man. We then went to Ann Cartwright, Walter Robinson, Lois Brown, I got nothing from any of them. Oh yes I went to Chandler too but apparently I didnt have enough information. I then dealt with Mr Michael Mello.

When I was cleaning up my Uncles room I got a copy of a Sales agreement between my Uncle and Russell Pearman. I saw that a man named Doers had witnessed the agreement so I went through the Doers in the telephone book and found this man Algernon Doers. I arranged to see him and took Miss Eunice Ming, Glen Ming, both beneficiaries of my Uncles will and a cousin Geneieve Hollis. I saw Mr Doers at his house and I asked him if he knew John Virgil of Hamilton. He didnt know him. I showed him the Sales agreement and he agreed it was his signature. He then said he gave his signature to Russell Pearman in a taxi at Government Gate. I asked him if anyone else was present meaning my Uncle., and he said No. He said he saw a man Smith over the other side of the road. This man Smith is a Mason. After this I went back to Mr Mello and then I went to see the Police. Mr Mello was at that time waiting for some documents from John W Swan and he had been waiting for about 5 months for these documents before I went to the Police. My Uncles land was at Sands Parish.

Signed \_\_\_\_\_

Signature witnessed by \_\_\_\_\_