

**John W. Swan**

**Association with Fraudulent Activity Surrounding the 1968/69 Transaction**

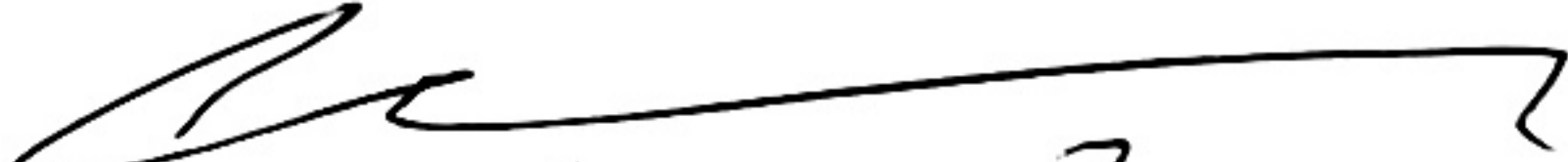
**Taken for Evidence Previously Submitted to the Commission of Inquiry**

**Showing a Pattern of behaviour – associated with fraudulent activities.**

**March 25, 2021**

---


1. A Fraudulent Scheme Involving Bankers Lawyers and Real Estate Agents - Robert Motyer of AS&K was the Engineer John W. Swan was a major player within this fraudulent scheme.
2. The 1969 transaction is directly related to the 1970 transaction. The fraudulent transactions of 1968 and 1969 are a crucial part of the basis upon which the 1970 transaction involving John W. Swan relies. John W. Swan is directly connected to both transactions.
3. Russell Levi Pearman acted as the agent for John Swan when the 1969 transactions were being carried out involving JAAV and Emmanuel Augustus.
4. Russell Pearman fraudulently submitted a plan to the Planning Dept for a subdivision of the property into eight lots. John Swan sold these eight lots to the current residents. We are curious to learn which deeds were used to support a legal claim of clear title to these lands by any of John Swan's clients.
5. The January 11, 1969 Sales Agreement between JAAV and Russell Pearman was fraudulent. Also, the April 15, 1969 Conveyance between JAAV and Russell Pearman is fraudulent. These documents are used to claim a legal basis for the subsequent sale of the property to Emmanuel Augustus and then on to John W. Swan.
6. Russell Pearman, Emmanuel Augustus and John Swan visited the property together, just before Christmas in 1968. Russell (the seller) was acting as agent for John Swan and John Swan was acting as agent for Emmanuel Augustus (the purchaser).
7. The sales agreement for the 'sale' of JAAV's land to Russell Pearman was done in the back seat of a taxi, at Government Gate, up on 42<sup>nd</sup> Street. The owner and purported seller of the land (JAAV) was not even present. This is another fraudulent building block. The transaction between Emmanuel Augustus and John Swan depends on this earlier transaction to support a legal claim to the property.
8. The same documents referred to in item 7 above also contained a witness signature of Algernon Doers. His name appears on more than one sales agreement however he was adamant (Police Investigation) that he only signed his name once on a sales agreement in the taxi. This is fraudulent misrepresentation of Algernon Doers' signature and is also used to support the eventual claim by John Swan to the legal title of the property.

  
Charles N.L. Brown

9. In March 1969 Russell Pearman submitted a plan for subdivision to the Dept Of Planning for a second time – the first time was in 1968 before he claimed ownership. The 1969 submission contained documents with alterations (by hand) to the official record. This subdivision into 8 lots of land was the basis for subsequent sales of the property by John Swan.
10. Russell Pearman was involved in two conveyances on the same day, April 15, 1969. Firstly, the land fraudulently conveyed to him in 1969 from JAAV and secondly the conveyance he signed in the sale of land to Emmanuel Augustus in 1969. These transactions involving John Swan's Agent and John Swan's client show the relationship that enabled the fraud.
11. John Swan took seven years to produce a conveyance between JAAV and Russell Pearman. This conveyance was not provided to the Police when they requested it as part of their investigation.
12. Ten conveyances between John Swan and his staff member Leslie Ming – between each other, back and forth over four days. This is understood to be fraudulent behaviour.. According to Investigator Carlton Adams this was the "wild-wild-west"! The ten conveyances were headlined as Heads of Terms – an intent to complete transactions at a later date.

Other Notes:

13. Mr. David Kessaram of Cox and Wilkinson penned an article in the Bermuda Sun February 23, 2001 – One Good Deed Deserves Another. The article speaks to the relationship between Deeds and how they should link over time.
14. The bank wrote to Mrs. Brown to inform her that 6800 pounds had been deposited into JAAV's account for the sale of his land. Mrs. Brown said that the money had been into the account years after the sale around July 4 19??, after the case had been closed...and because she had asked them about the money time and time again. The Bank's Mr. Collier wrote up the slip for sale. David Wilkinson claims in his statement to police that the payment for the property was made by cheque, while the lawyer Robert Motyer previously stated in a letter (February 1969 ) that the transaction was paid for in cash.



Charles N.L. Brown