**A COMMISSION OF INQUIRY**

**INTO HISTORIC LAND LOSS**

**IN BERMUDA**

**CHAIRMAN**

**JUSTICE NORMA WADE-MILLER**

**COMMISSIONERS**

**MR. WAYNE PERINCHIEF**

**MS. MAXINE BINNS**

**MR. QUINTON STOVELL**

**MS. LYNDA MILLIGAN-WHYTE**

**MS. FREDERICA FORTH**

**MR. JONATHAN STARLING**

**COUNSEL**

**MR. DIRK HARRISON**

**TRANSCRIPT OF PROCEEDINGS**

**LOCATION: UNKNOWN**

**TUESDAY, DECEMBER 1, 2020**

**MORNING SESSION (d) AT 11:56 AM**

**JUSTICE NORMA WADE-MILLER** 0:00:Thank you everyone do have a seat. Mr. Brown as I have indicated that we will continue with you, you are sworn to tell the truth. Try and crystallize your remarks. We will go on for an hour. And if you're not, if you have not concluded then we will adjourn to another date. Adverse notices have been served. We have had some responses already. And so they will be coming In any event, individuals will be coming to cross-examine and present their position and to cross-examine and so we will take it from there. But you will

**MR. CHARLES BROWN** 0:54: Thank you

**JUSTICE NORMA WADE-MILLER** 1:48:Counsel

**COUNSEL DIRK HARRISON**  1:49: Thank you. Madam Chair. Good morning Mr. Brown. Good morning Mr. Brown yesterday, we had concluded after you had read an exhibit exhibit specifically had been a statement by one John Emmanuel Augustus which had been given to the police, I wish to direct your attention to a statement of Algonan Conway Doers. Yes, that statement it forms part of your package.

**MR. CHARLES BROWN** 1:50: It does say an attachment to the police report

**COUNSEL DIRK HARRISON** 1:54: And you had submitted a copy of that statement to the Secretary of the inquiry and you wish to place reliance on it.

**MR. CHARLES BROWN** 2:04:Yes, on both

**COUNSEL DIRK HARRISON** 2:09:That statement is dated the 26th of November 1975.

**MR. CHARLES BROWN** 2:15That's correct

**COUNSEL DIRK HARRISON** 2:20:It is signed by Algonan Doers

**MR. CHARLES BROWN** 2:26: Correct

**COUNSEL DIRK HARRISON** 2:27: And the signature was witnessed by T Cassin Sge 55. Is that correct?

**MR. CHARLES BROWN** 2:40: That is correct.

**COUNSEL DIRK HARRISON** 2:42**:** Permission Madam Chair to tendure and admit the statement referred to as Exhibit CNLB15.

**JUSTICE NORMA WADE-MILLER** 3:06: Yes.

**COUNSEL DIRK HARRISON** 3:18: Thank you. May the witness be permitted to read the statement?

**JUSTICE NORMA WADE-MILLER** 3:23: Yes.

**COUNSEL DIRK HARRISON** 3:24**:** Thank you

**MR. CHARLES BROWN** 2:40: Thank you chair, Statement of Witness: Statement of Algernon Conway Doers. Occupation taxi operator, Address Churchhill, Somerset. Phone number 41179. This statement is true to the best of my knowledge and belief. And I make it known that if it is tendered in evidence, I shall be liable to prosecution if I have willfully stated in it anything which I knew to be false, or do not believe to be true, Dated the 26th of November 1975. I am a taxi driver. And I live at the above address. I am divorced. I remember that some time ago. I was driving in my taxi when I had an occasion to sign a document for Mr. Russell Pearman. I knew Mr. Pearman as I used to drive him many times. On this one occasion, I picked up Mr. Pearman somewhere in town, I can't say where. It was in the morning and I drove him to the rear of government gate. That's to the left of St. Monicas Mission. He told me to stop nearby a man standing on the bank, looking towards the North Shore. Mr. Pearman went over to this man and I saw him looking. I saw him showing this man a piece of paper. This man is named Smith. I think it's Howard Smith. Mr. Pearman than came back to the taxi with this paper. He had shared Smith, and the paper was folded over a couple of times. Mr. Pearman asked me to sign the paper as a witness. And I did. I saw no names or writing on this paper. I knew Mr. Pearman was in real estate. And I figured he was doing a deal with Mr. Smith, and he wanted me to be their witness to it. Mr. Pearman then went back to Mr. Smith, showed him the paper as if to say is that all right. Then he came back to the taxi and told me to drive him to town. He had this piece of paper with him. When he came back to the taxi. I took it back to town and I can't say where I dropped him off to. I definitely only signed my signature once. And that's the only time I have ever signed my name for Mr. Pearman. I have never had any dealings with Mr. Pearman except drive him in my taxi. And I was paid nothing, for my signature. I have been shown a copy of a sales agreement by Detective Sergeant Cassim. My signature is on that agreement. I have been told by Detective Sergeant Cassin, that he had two agreements with my signatures in both. And both signatures are originals that cannot be right. I only signed one form. I only signed my signature once. I'm sure about this. I now think that the paper I signed was bigger than the one shown to me by Sgt. Cassin. I really cannot be definite on this point. I am definite I only give one signature. And the one I've been shown looks like mine. If there is two signatures, then one of them was made by someone else. Elgernon Doers statement recorded a dictation of Doers and on completion It was read to him. He read it and signed same. That was Cassim Sgt. 55. That concludes the statement Counsel

**COUNSEL DIRK HARRISON** 3:24**:** Thank you very much. Now you also shared with us a copy of what purports to be a statement. Sorry a report. A report or what proposed to be a report from Detective Sergeant Cassin. You had also shared a document with us.

**MR. CHARLES BROWN** 8:09:Yes.

**COUNSEL DIRK HARRISON** 8:13: And that document refers specifically to a complaint received from Mrs. Barbara Lucille Brown of Spanish Point, Pembroke West, Sir.

**MR. CHARLES BROWN** 8:26: Yes, that is correct.

**COUNSEL DIRK HARRISON** 8:31: And that document you had shared with us along with the other two that you have just read CNLB15 and CNLB14.

**MR. CHARLES BROWN** 8:43: Yes, that is correct

**COUNSEL DIRK HARRISON** 8:43: And you shared it with us all three (3) in proof of your claim, correct?

**MR. CHARLES BROWN** 8:52: That's correct.

**COUNSEL DIRK HARRISON** 9:06:Madam Chair the document which is marked Exhibit E, when it was sent to us. It has at its face the words to the Commissioner of Police, Superintendent C Season inverted commas, "Division Major Incident Rule from Thomas Cassin DS55" dated 7th February, 1976. Subject complaints relating to complaint relating to estate.

**JUSTICE NORMA WADE-MILLER** 10:18: complaint related to

**COUNSEL DIRK HARRISON** 10:20: Estate of John Augustus Virgil related to Estate of John Augustus Virgil my application that that document be tended and admitted as Exhibit CNLB16.

**JUSTICE NORMA WADE-MILLER** 10:49**:** So enter as CNLB16. Help me please Counsel, because I'd like to make sure that I have the first thing correct. You say that it's sent to the Commission. Commissioner of Police Superintended DS55in inverted commas.

**COUNSEL DIRK HARRISON** 11:11:See, "Division Major Incident Rule from Thomas Cassin DS55" dated 7th

**JUSTICE NORMA WADE-MILLER** 11:15: From Thomas Cassim vs. 55. Yes. Okay. And it's dated February 19 1976

**COUNSEL DIRK HARRISON** 11:24No Madam, February 7, 1976.

**JUSTICE NORMA WADE-MILLER** 11:27**:** February 7, 1976. Okay. And it's a complaint a complaint related to the Estate of John Augustus Virgil

**COUNSEL DIRK HARRISON** 11:40: That is correct one Madam

**JUSTICE NORMA WADE-MILLER** 11:41: And I've entered it as CNLB16.Thank you very much and I said the witnesse be permitted to read the certain document which comprises of four (4) pages.

**MR. CHARLES BROWN** 12:11: This thing to the Commissioner of Police Superintendency Division major incident room from Thomas Cassin DS55, dated 7th February, 1976. Subject: Complaint relating to Estate of John Augustus Virgil complaining Ms. Barbara Lucille Brown, 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 the 17th of January 1972. She alleges irregularities in the purchase of land from Virgil by one Russel Levi Pearman in 1969. Further in respect to the complaint 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 and Mr. Elgin and Doers, gave his signature on the street to Pearman and Virgil was not present. Documents received from complaintant. TC1 Last Will and Testament of John Augustus Alexander Virgil, made on the 21st of May 1964, in the presence of Robert Motyer of Appleby Spurling & Kempe. TC2 - carbon copy of Sales Agreement dated 11th January 1969 between Virgil and Pearman for sale of land owned by Virgil for 7000 pounds. Witness to agreement Algen and Doers signatures of Virgil , Pearman and Doers's are original on this document. Documents received from Mr. Michael Mello representating Mrs. Brown TC3 copy of Indenture dated 15th of April 1969 resale of land in Sandys Parish to Russell Levi Pearman from John Augustus Alexander Virgil for 7,000 pound sterling. Indenture drawn up by David Wilkinson of the firm Cox and Wilkinson. Copy of Indenture dated 4th of November 1970 which relates to an indenture dated 15th of April 1969, for sale of land from Russell Levi Pearman to one John Emmanuel Augustus copy of letters sent to Sandy Parish Vestry dated 15th of April 1969 by the Office of David Wilkenson notifying change of ownership of land from Pearman to Augustus. TC6 - Copy sketch of Virgil land in Sandys Parish. TC 7 - Copy letter dated 19th of February, 1969 from Robert Motyer to David Wilkinson relating to instructions received by Motyerfrom Virgil. Copy receipt for deeds to Virgil property attached. TCP8 - copy receipt dated 10th December 1970 relating to documents received by J. W. Swan Limited from Peter Smith, Barristers. The following documents are listed as having been received by J.W. Swan Limited: Indenture dated 15th of April 1969. Sale of land from Virgil to Pearman; Indenture dated 15th of April 1969, Sale of land from Pearman to Augustus.

**MR. CHARLES BROWN** 16:04: On 25th November 1975, he saw Robert Motyer at his office. He stated that Mr. Virgil came to see him on the 19th of 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 is representing Pearman. This Motyer did. There is no doubt in Moytyer’s mind that the man who gave him these instructions was John Virgil. He saw Virgil prior to this date and drew up Virgil’s Will in 1964. Mr. Motyer still had in his possession to. TC9 – Sales Agreement dated 11th of January 1969. This was the original agreement. Agreement had original signatures by Pearman, Virgil and witness Doers. I obtained this document on receipt. TC10 – on 26th November 1975, I saw Algin and Doers. I recorded a statement from Doers and obtain samples of his handwriting. Doers stated that he gave one signature to Russell Pearman in a taxi up at Government Gate, Pembroke, one morning in 1969. He is sure he only gave one signature. On the 15th December 1975, I saw one John Emmanuel Augustus, he could only say that he did buy land in Sandys Parish from Russia Levi Pearman in 1969, for 18,000 pounds sterling. Transaction was handled by Wilkinsons office.

**MR. CHARLES BROWN** 18:08: Property was later sold to J. W. Swan in 1970 for 60,000 pound sterling (an elderly man whose memory is not good), that was in brackets. TC12 on the 8th December 1975, I saw Michael Collier, Bank of Butterfield received a copy of fixed deposit account of John Augustus Virgil. Also received original savings account signatures of Virgil. On the 29th January, 1976, Detective Inspector Waddle, did a preliminary examination of signatures signature of Virgil and Doers on Sales Agreement against samples. His opinion is that Doer’s signature on the Sales Agreement are not similar. The signatures of John Virgil on the Sales Agreement are similar. He suggests a proper examination by an expert should be done, if the case warrants such action. It cannot be done in Bermuda. On the 28th of January 1976, I saw David Wilkinson at his office at Sofia House, Church Street.

**MR. CHARLES BROWN:**  19:97: I explained the nature of my inquiries and asked if he had any original documents related to the transactions between and Pearman and Augustus and between Pearman and Virgil. He stated, "He would not keep original documents as they would stay with the papers to the property". I then saw a Sales Agreement dated 19th of 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 the 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 of April 1969 and also drew up a Conveyance between Pearman and Augustus, on the same date 15th to April 1969. I asked him if he didn't think it was odd that Pearman should agree to sell the Virgil property on the 19th February 1969 for 18,000 pounds before he actually brought the property. 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 of April 1969, another conveyance was drawn up by David Wilkinson for actual sale of land, from Pearman to a Mr. John Augustus for 18,000 pounds. The original Conveyance has not been found to date, and no copies have been found. However, both of these Conveyances are in existence, as they have been sent to J. W. Swan Limited by Peter Smith's office - see TC8. Also mentioned of the second conveyance between Pearman and Augustus is mentioned in TC4.

**COUNSEL DIRK HARRISON** 22:01: Again on the 15th of April, David Wilkinson's office sent letter - TC5 to Sandys Parish Vestry, notifying changes of ownership of land from Pearman to John Augustus. Statement of Complaint Barbara Brown - TC14. She gives background Re Algin and 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. A most unusual comment from the lawyer dealing with the transactions related to Virgil's property, and a different story that he gave to police.

Conveyance dated the 15th April 1969 - TC3, shows that Virgil received 7000 pounds on that date. Mr Wilkinson stated that a cheque was made out to Virgil on that date for a sum of 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.

**MR. CHARLES BROWN** 23:51**:** Conclusion. It is possible that John Virgil never signed the Conveyance dated 15th of April 1969 at David Wilkinson's office. He was known to Wilkinson, and indeed Pearman could have bought someone else also 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 today. I am of the opinion that a Civil Suit could be instituted against Russell Levi Pearman for failing to make full of value to Virgil land, to enter into a sales agreement for 7000 pounds sterling. On 11th January 1969, without a witness being present to the transaction, and then agreeing to sell that land to another party John Augustus Virgil on 19th of February 1969 for 18,000 pounds sterling, only after deeds to Virgil's property was sent to Pearman's lawyer on 19th of February 1969, makes me think that Agreement between Augustus and Pearman for sale of the land was made before the 19th of February the date of 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 of April 1969, when 7,000 pound 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 of April 15 1969 has been underway 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, care of Peter Smith, Barristers, Hamilton for his perusal and Civil action if necessary.

**MR. CHARLES BROWN** 23:51**:** Thomas Cassin, DS 55 on 15th of April 1969. For 7000 pounds Mr. Wilkinson didn't think it was odd at all because Pearman had a lawful contract with Virgil. Namely the sales agreement dated 11th of January 1969. I asked him his view of Pearman buying the property on the 15th of April 1969 for 7000 pounds and selling it the same day to Augustus Alexander Virgil for 18,000 pounds. He stated there was nothing wrong with that. TC13 - Mr Wilkinson gave me a copy of a letter received from Appleby, Spurling & Kempe dated 19th of February 1969. This letter is the same as letter TC7. Mr. Wilkerson finally, that the document sales agreement dated 19th of February 1969 was the property of his client Mr. Peaman and at my suggestion he said he would speak with Pearman about this document. Mr. Wilkinson did not know Virgil prior to 15th of April 1969.

**COUNSEL DIRK HARRISON** 27:43:On the 2nd February 1976, I saw a Russel Levi Pearman. I told him of the allegations made by a 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 the 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 inquiry. In his words, I was wasting 1000s of dollars of taxpayers money for no reason whatsoever. There was nothing wrong to investigate and it ought to be stopped. He further stated thathehad done some background on this case and remember, 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 was'nt regardless of what his client had said. Mr Wilkinson refused to give or allow me to examine the sales agreement dated 19th of February 1969. A search has been in progress for a number of months, for conveyance dated 15th of April 1969 by J. W. Swan limited without success to date. Copy of one of the conveyances TC3 between Virgil and Pearman has no signature thereon.

**MR. CHARLES BROWN** 29:34: Summary: John Augustus Alexander Virgil apparently agreed to sell his property land in Sandys Parish to Russell Levi Pearman for 7000 pounds, and a sales agreement was drawn up dated 11th of January 1969. Agreement was signed by Russell Levi Pearman and a witness Algernon Doers. A 100 pound 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 signatures thereon. On 19th February 1969, John Virgil took the original sales agreement to his lawyer Robert Motyer and on Virgil's instructions Motyer sent the deeds of the land to Mr. Wilkinson representing Russell Pearman. This original sales agreement also had the original Russell Levi Pearman, John Virgil and witnesses 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. PR examination of Doers signature on agreement against samples against samples from Doers show they don't match. On the 19th of February 1969, same date, Russell Pearman agreed to sell the land to one John Augustus Virgil, for 18,000 pounds. A sales agreement was drawn up between these two men and this Agreement is in the hands of David Wilkinson. On the 15th of April 1969, a conveyance was drawn up for actual sale to Virgil's land to Russell Pearman for 7000 pounds by Wilkinson. This original conveyance has not being found to date. Received from Detective Sergeant Cassin, documents related to the Estate John Alexander Augustus Virgil.

**COUNSEL DIRK HARRISON** 32:01**:** Thank you, sir. This document is not signed? There's no signature that appears on this document.

**MR. CHARLES BROWN** 32:11: I don't see one.

**COUNSEL DIRK HARRISON** 32:13**:** And for the other statements Doers and Augustus**.**

**MR. CHARLES BROWN** 32:15: Yes.

**COUNSEL DIRK HARRISON** 32:21: There are no signatures appearing there?

**MR. CHARLES BROWN** 32:23:That is correct. No.

**COUNSEL DIRK HARRISON** 32:26: Now in 1982 the beneficiaries had taken to court some persons whom you have named here today and whom adverse notices have been sent to and in respect of that matter. The Presiding Judge had indicated that the beneficiaries matter who are the Plaintiff about fishing for information to suit to see if there's any wrongdoing. And the application of the plaintiffs was refused, you you're familiar with that matter, brought by Lucille Brown, Sylvia Davis, Marion Johnson, Eunice Ming, Gladwin Ming, Glen Ming, Marie Dan Spence, claiming as beneficiaries on the Last Will and Testament of John Augustus Alexander Virgil, deceased; you're aware of that matter?

**MR. CHARLES BROWN** 34:20:I am

**COUNSEL DIRK HARRISON** 34:22:And also in 1998. The devices of the estate of late of the late John Augustus Alexander Virgil, who were Plaintiffs had brought the matter in the Supreme Court of Bermuda Civil Jurisdiction against John William David Swan. It was an application by the Plaintiff's lawyer for discovery prior to the commencement of proceedings and the court then had issued a judgment, issued a judgment refusing the application for discovery that the Plaintiff's application amounts to, I'm sorry, I just got the pages, got a little confused, I'm going to start again Madam Chair.

**MR. CHARLES BROWN** 36:14:In respect to the first matter of the parties Barbara Lucille Brown, Sylvia Davis, Marion Johnson, Eunice Ming, Gladwin Ming, Glen Ming and Marie Dan Spence, this matter was against Bank of Butterfield, John Swan Limited, Bermuda Housing Corporation, John Alfred Virgil, Rhoda Uriel Tavares, Irvill Erskine Ingram, Owen Lloyd Thompson, Laura Patricia Thompson, and Robert Keith Horton. In respect of that matter, the Court, Justice Martin Ward had the judgment was accordingly it follows in my opinion, such issues should be canvassed if at all, by way of Writ, and not by way of Originated Summons. This course will provide proposed defendants with all the machinery available for discovering what precisely the case alleged against them is, and the matter had been dismissed. Your recall that?

**MR. CHARLES BROWN** 37:31: I do**.**

**JUSTICE NORMA WADE-MILLER** 37:32:May I have the case number please

**COUNSEL DIRK HARRISON**  37:36: It is Civil Jurisdiction in 1982:No. 252, Judgment of Justice Martin Ward. And also, Sir, in respect of the Supreme Court of Bermuda Civil Jurisdiction 1998 number 60. The devices between the devices of the Estate of the late John Augustus Alexander Virgil and John William David Swan. Before it was an application by the plaintiffs, the devices of this Estate, for discovery prior to the commencement of proceddiings which may or may not, happen in relation to the defendant. Their justice was Mr. Justice Vincent, the pronunciation.........?

**JUSTICE NORMA WADE-MILLER** 38:40: **...........................**

**COUNSEL DIRK HARRISON** 38:40Thank you very much, had issued judgment, Mr. Brown, that that, in my view, the Plaintiffs application amount fishing for information to see if there's any wrongdoing? And the judgment, is there that judgment is 1998:No 60. Civil Jurisdiction 1998: No. 60. Now, Mr. Brown, you have come here over the last few days, given evidence, what is different today, in respect of these two matters for dismiss the court, from the court, you're before the court, you have given the reasons, you are now here making a claim. What is different in respect of your presentation before the Commission.

**MR. CHARLES BROWN** 39:36:The major difference is that we are now examining the fraud that was surrounding the two transactions, one in 61, two and the other and 68 & 69. We're at the view that the previous applications for justice were not as they were not structured as they should have been. So we are now here advancing in the case for fraudulent misbehavior on behalf of the parties to be spoken about earlier and presenting the evidence accordingly. But my brother would like to hear a bit more in respect to response to that question.

**COUNSEL DIRK HARRISON** 40:16:Okay. The question is not specific to the court matters, we're not we're not going to look at the merits of the court matters. The specific question is in relation to what is different today, in terms of what you're presented as against what you presented then. And those matters were not struck out, and the other one indicated that the application for discovery would not have been permitted.

**MR. GEORGE BROWN** 40:43**:** Good morning,

**COUNSEL DIRK HARRISON** 40:44**:** Good morning, Sir

**MR. GEORGE BROWN** 40:46: Well, it is our understanding to the 1984 court date, the reason it was struck out people could

**COUNSEL DIRK HARRISON** 40:53**:** Remember we do not want to talk about, we don't want to revisit the court matter, I'm just asking, just listen carefully and think about the answer. What is different in terms of what you're presenting today, or over the last few days, as against what previously had been presented.

**MR. GEORGE BROWN** 41:08**:** Just to echo my brother, it's fraud because back then, we were going under a civil matter, and now uh they decided the ‘statute of limitations’ on two instances, and the first instance they cited no cause of action.

**COUNSEL DIRK HARRISON** 41:20:And the evidence that you place reliance then is it the same evidence that you plan personal reliance no or different evidence

**MR. GEORGE BROWN** 41:24: The same evidence and many more evidence

**COUNSEL DIRK HARRISON** 41:39: Same, and many more, okay

**MR. CHARLES BROWN** 41:45: We have what we have presented with "A to N" and "8 to 18." That scope of evidence was not used in previous matters.

**COUNSEL DIRK HARRISON** 41:55: Okay, Okay. Thank you very much. And just to repeat what you said, the exhibits "a thru to n' that you place reliance here, and then Exhibits 1-18, that you place reliance on also you have not previously relied on those on those in the two (2) court matters.

**MR. CHARLES BROWN** 42:20: We would have relied on some of that content. But importantly, the relationship with some of the dates and documents was not presented. And we give examples of that if you'd like but that level of due diligence, I carefully suggest was absent at the time.

**COUNSEL DIRK HARRISON** 42:43: Okay. And at the time, because the matters says I indicated were the matters in 1982 also the matter in 1998, in respect of the, for instance, the title deeds, did you place reliance on them then? The title deeds that you presented yesterday?

**MR. CHARLES BROWN** 43:12:Yes.

**COUNSEL DIRK HARRISON** 43:13**:** Was reliance placed on them at any time during these cases?

**MR. CHARLES BROWN** 43:16: I am not sure. I would have to defer. Just so that the record is correct.

**COUNSEL DIRK HARRISON** 43:23:Well, not sure it's fine, but you can you can seek counseling in that regard to find out. Okay Madam Chair at this time I have no further questions**.**

**JUSTICE NORMA WADE-MILLER** 43:38: I think or perhaps you could guide me Counsel, whether we would, Commissioners would be given an option to ask questions at this stage, because is their evidence closed?

**COUNSEL DIRK HARRISON** 43:52**:** Well, it is not closed. And if need arises, I would re-examine if the need arises, witnesses in that regard. So at this time, I rely to the fact that the Commissioners may have questions, I propose that we could adjourn at this stage.

**JUSTICE NORMA WADE-MILLER** 44:15**:** Right. It's a convenient point for us to do so. And then we'll advise the parties of the date when we resume in that regard.

Quite so, so commissioners you will not be allowed to ask questions at this stage. Upon resumption, once we have further evidence, then you'll be able to ask questions then. Is that correct Counsel**.**

**COUNSEL DIRK HARRISON** 44:38: It is Madam Chair

**JUSTICE NORMA WADE-MILLER** 44:40**:** So Mr. Brown, we are adjourning at this point in time. Those are the questions that Counsel have for you and what we you propose to do. We have served adverse notices. We have had some response and adverse notice means people, the individuals upon whom the notices have been served, would be given an opportunity to come in and ask questions. And so once we have resolved that, then you'll be notified when we wish you to return.

**COUNSEL DIRK HARRISON** 45:18**:** That is so Madam Chair

**MR. CHARLES BROWN** 45:21: That's fine thank you

**JUSTICE NORMA WADE-MILLER** 45:22**:** Sorry do you wish to say something?

**MR. CHARLES BROWN** 45:23: No, I was just acknowledging you

**JUSTICE NORMA WADE-MILLER** 45:25: Thank you alright and so we will adjourn for now Counsel um we'll take the lunch break now. I do not believe it's now one o'clock, I do not believe we'll be convening this afternoon

**COUNSEL DIRK HARRISON** 45:46: Very well Madam

**JUSTICE NORMA WADE-MILLER** 45:50**:** My technicians. This is it for today.

**COUNSEL DIRK HARRISON** 45:54: Thank you.

**END OF TRANSCRIPTION DECEMBER 1, 2020 MORNING (d) AT 46:15**