**A COMMISSION OF INQUIRY**

**INTO HISTORIC LAND LOSS**

**IN BERMUDA**

**COMMISSIONER:**

**JUSTICE NORMA WADE-MILLER**

**TRANSCRIPT OF PROCEEDINGS**

**LOCATION: UNKNOWN**

**WEDNESDAY, NOVEMBER 25, 2020**

**AFTERNOON SESSION AT 1:07 pm (a)**

**JUSTICE NORMA WADE-MILLER** 0:00: Good afternoon. We will just pick up where we left off. Sorry, we will just pick up where we have left off. And Mr. Charles Brown, you're still sworn to tell the truth.

**JUSTICE NORMA WADE-MILLER** 0:23:Counsel when you're ready, you may proceed.

**COUNSEL DIRK HARRISON:** 0:36: Thank you very much

**MR. CHARLES BROWN:** 0:38: Good afternoon sir.

**COUNSEL DIRK HARRISON**  0:43: Good afternoon. We have concluded your presentation, regarding the southern portion. I would like to ask you to continue with the presentation, I believe we're at Page 31, which reads March 1968 thru April 1969

**MR. CHARLES BROWN:** 1:03: Correct. Thank you. Thank you. Good afternoon All. So the northern portion of the property, this is the piece of property that Mr. Russell Levi Pearman and Mr. John W. Swan have set their sights on. So what we've learned is that Mr. Russell Levi Pearman now enters the equation and he submits an application to the called Central Planning Authority. We call it now The Planning Department, now we just say Planning. But Russell Levi Pearman submitted an application to sub- divide the northern portion submitted that to the Department of Planning in 1968, March 6th to be specific. Now at the time, Mr. Pearman submitted this application to subdivide, he was not the owner of this property; neither was he an agent acting on behalf of the owner. He was acting, now he's not here to ask, but we believe he was acting on behalf of obviously, namely John W. Swan. The application was described as a plan of subdivision of Lot 4 of property, White Hill, Sandys Parish, Bermuda. And you can see the stamp that was affixed to this application in the bottom of page 32 where it shows clearly the application number was S1180, and it was received on the 6th March 1968; and then you see it was granted. Yes, sorry. Okay, here we are. So just to recap this slide here shows the plan of subdivision that was submitted by Mr. Russell Levi Pearman in March 1968. And at the time, it was not on behalf of owner, or as agent for the owner. Now, that schematic sorry or that application to subdivide is refracted a little more graphically in the next page plan number nine at the bottom of the plane You see a series of red dots number 1 thru to 8. You see Eric Jones parked up on the southern portion, this was Russell Levi Pearman posing himself on the northern portion. And some fine neighbors live up on that property to date. You can see the neighbors are still as they were. So this is 1968. And as we turn the page, we have a closer look at the documentation that was submitted to The Planning Department.

**COUNSEL DIRK HARRISON** 4:31: Okay, take us back to what the numbers represent.

**MR. CHARLES BROWN** 4:40: So, this schematic here, Sir, yes. The numbers here number one through to eight on the northern portion is Lot #1, Lot #2. Lot #3 etc. thru to Lot #8 for the northern portion and those lot references show up in a couple of slides, which we'll focus on them as well, at that time. So this slide shows the schematic of the subdivision application, which was eventually approved. So this is us moving on having a closer look at the documentation which went to the Planning Department. There is the subdivision, and there's the letter from Mr. Pearman in the center, and then on the right hand side there is a letter from the Planning Department to the police indicating their position on Mr. Pearman's application. Now, as we have a closer look, even closer look at the documentation, we can see that the stamp on the next slide that says received February 3, 1969. We submit that that date stamp has been tampered with by hand. There was an attempt to suggest that Russell Pearman's application was in fact made in 1969. But we know from the previous slide, and from the stamp on the right hand side of this page, that it was submitted in 1968. The reason why this is important is because in 1968, Russell Pearman did not own, nor did he claim ownership of the property in 1968. So it's important for Planning Department, (Central Planning Authority) for their records to align with the notion that Pearman did not own the property in 68. But he did own it in 69. That's what the Planning Department needs to reflect. This is what we've concluded. So as we look at these stamps, on this side, we can see that the stamp on the left have worked in offices, I've done a lot of stamping of documents coming and going. Date stamps do not look like this. They are not crooked, the lines are straight. But if you cut them from somewhere and attempt to misrepresent them, then they might look like what we're looking at. We believe, we submit that the date stamp has been tampered with. In fact, it says February 3, 1969. Now 1 9 6 9, look at the second nine that was tempered with by hand. That did not come from no date stamp, because if it did the nine and 19, would look like the nine in 69. And those two aint cut from the same cloth. That 1 9 is different from the 6 9. In fact, if you get real funky, you can look at the nine in 19, the six as in 69 and 89. Though all three is supposed to be the same digit number two and number three is on the same page. But number four come from somewhere else. Okay, so that nine has been manipulated by someone. And it wasn't my uncle John. Russell Pearman submitted this application in 1968 as is shown in the stamp by Central Planning Authority. Pearman is making misrepresentations to the Central Planning Authority that the application went in in 1969. There may have been an application in 1969 but it was approved a month later. Now you know, a month to approve a subdivision for eight (8) months in the Department of Planning, not likely, not likely, so before we move on we want to emphasize with this slide here in particular, the date stamp was tampered with. It's different from the date stamp that is on the subdivision application, and the timing of this stamp and this application is designed to demonstrate that Russell Levi Pearman was a legitimate and bona fide owner of the property in 1969.

**COUNSEL DIRK HARRISON** 9:45: Before you move on just for my general understanding what appears to be this stamping through under Business at Land Development Application appears to be /1180. Received in March 6, 1969. You are of the opinion that this document is also manipulated.

**MR. CHARLES BROWN** 10:28: The March 6, 1968 document we do not believe that was manipulated. But we believe this stamp on the middle document was manipulated.

**COUNSEL DIRK HARRISON** 10:41: And what appears on page 35 on the slide, and what is on extreme left where it has what you pointed out to us is crooked received? The word or authority is superimposed though part of the word receive it you have February 3, 1969 Central Planning Authority? You're saying that that document has been manipulated and you are of the opinion as it was done to give the impression that Pearman owned the property?

**MR. CHARLES BROWN** 11:24: Correct. And I would invite you with respect to remember that question because we're gonna look at some documents that represent the pyramids association with the property and the dates are very important. So, yes, to answer your question, the February 3, 1969 stamp was manipulated by hand and it forms part of the intent to suggest that Pearman owned this property at the time this stamp was fixed.

**COUNSEL DIRK HARRISON** 12:04: And does not compute as even though he may have said it based on your understanding of when in fact is it that he actually. We have what one is trying to base on your question and one is trying to present as if it is so. And the fact that it actually is two different things chosen, what is your understanding as to the point in time when Pearman actually owns.

**MR. CHARLES BROWN** 12:30: Pearman never owned. He lays claim to the ownership of the property. And he did so in January 11, 1969 and a sales agreement was crafted and we'll come to that in a moment. And then there was a conveyance following the sales agreement for April 15 1969. So January 11, 1969 and then April 15, 1969 are the two dates that they rely upon and the documents associated with those dates. They rely upon to say Russell Pearman is the owner. Okay, all right. So as we move along from these date stamp examinations Yeah, we take a closer look at what the investigation by Mr. Kasim surfaced so this is the Central Planning Authority. Acknowledging in the course of the police investigation that Russell Pearman was regarded by this department as being the applicant and the owner and it is very important that whether the applicant, the owner or agent, that it is clear, on whose behalf the application is being made, someone has to be held accountable. But in any case, this is what they wrote to the police during the course of the investigation. Their view, their position is that Pearman was regarded as both applicant and owner of the land subject to this application. So that's the Department of Planning and we should know or be reminded that at the Department of Planning, remember, that this is the sixties we are talking about and Bermuda's social profile at that time was racist and so forth. In the sixties a Mr. Motyer we did not get his first name, but Mr. Motyer (Ernest) was a senior officer in the Department of Planning, and we suspect given Motyer's involvement in this property deal today, that there is probably an association between the two and the Mr. Motyer, we do not know but may have been instrumental in some of these lines, and some of these lines are not lining up.

**COUNSEL DIRK HARRISON** 15:04: He or someone else

**MR. CHARLES BROWN** 15:05: Or someone under his supervision, but we know that Motyer, worked there and we know that Motyer has got his fingerprints on the southern portion and he's got his eyes on the northern portion, and so we have associated this unnamed Motyer with this transaction. So we move on. So that's the Planning Department looking out for Russell Pearman as it relates to his legitimacy as an applicant to request some subdivisions. So now we look at a letter February 19, 1969. Here's Robert Williams again, him and Wilkinson. We call him 'Wilkie'. Here is Robert Motyer writing to to Wilkinson and Motyer says "on instructions of Mr. John Augustus Alexander Virgil, we forward to you herewith the title deeds of a property in Sandys Parish, which we understand that Mr. Virgil has contracted to sell to your client Mr. Russell Levi Pearman.....' So this is a transcribed letter from Robert Motyer to David Wilkinson concerning the northern portion. Motyer is saying to Wilkinson that we are understand that Russell Pearman is buying a property for $7,000. So this is lawyer to lawyer. This is what was called legalism. Legalism at work lawyer to lawyer. So he goes on to talk about the price of 7000. But he says point three, we have a copy of a form of a contract for sale. That's a sales agreement dated the 11th of January 1969. So he has got a sales agreement. Now remember, this is Robert Williams, who's the lawyer for John Augustus Alexander Virgil helped him write the Will, and now he's telling his friend David Wilkinson, that his client, Mr. Virgil is selling the property to your client, Mr. Pearman, and it is a cash transaction. Motyer says to Wilkinson is gonna be paid in cash. Okay, now Motyer is the lawyer for Augustus Virgil and his claim of right to say, we're selling this property to Russell, and we're having a sales agreement.

So we're gonna have a look at the sales agreement on the next slide. So here's the sales agreement dated January 11, 1969 duly stamped. Now, I acknowledged is not blue ink, and it's not that dense. But this is the sales agreement that Russell Pearman relied upon to claim ownership of the northern portion. On the right hand side of your slide, in front of you. Okay, it's definitely showing your left hand side is the sales agreement, signed by someone who wrote John Augustus Virgil. The gentleman that owns company property, his signature is on the same page. It's authentic it's at the top on the right. John Augustus Alexander Virgil is his name. Russell Pearman is represented in this sales agreement signed by him witnessed by Doars, which we'll talk about a little later, was the basis upon which Uncle John sold his property to Russell Pearman. Now, without being a handwriting expert, which none of us presumably are, but you know, when somebody signs your name, and you know what your signature looks like. So here we have an analysis of the three signatures. We have the signature from Uncle John at the top of the page in the middle number one, bottom number two, these are two sales agreements, that Russell Pearman made use of both of them dating 11th of January 1969. Two sales agreements, two different Johns two different Augustus, two different Virgils and no, Alexander. You are signing a sales agreement for half your property and you did not put your full name. Maybe, maybe we think otherwise. So it is our view, our position. Three different people, and I think Russell knows, three different people signed these three documents. And two of them are supposedly by the same person. But the number one and number two supposed to be signed by John Augustus and Alexander Virgil. So if you analyze these signatures without going into a lot of detail, you can look at the ‘J’ in the John. And, you know, I'm not an expert either, but I know what a loop ‘J’ looks like and what a straightforward ‘J’ looks like. I know what a ‘A’ looks like when it is connected at the top and when it is not. So look at the John and look at Augustus and ask yourself if a handwriting expert can change your mind or perhaps influence you. Do you have unreadiness with respect to the analysis of these signatures? So those are the signatures that were relied upon to confirm that my great uncle sold the northern portion of his property to Russell Levi Pearman in 1969, that is the signature. You should know that Russell has gone on to say, we drove around in a taxi, drove around in a taxi, and then set off in the backseat of a taxi up around 42nd Street Government Gate and signed away the northern portion of this property, and John Augustus Alexander Virgil was not even in the neighborhood. He weren't in the taxi, he weren't in the neighborhood, he wasn't to be found. But these are the documents that Russell Pearman and Robert Motyer, John Swan and others relied upon to lay claim to the northern portion of his property. Mr. Doars's name was just called regarding him witnessing the Sales Agreement. Mr. Doars was interviewed by the police and we'll talk a little bit in detail later on about Mr. Doars contribution to this transaction. Okay, so that's the analysis of the signatures that are relied upon to legitimize this transaction.

Now, as you would know, when it comes to property transactions, we've learned over the course of time that you need a sales agreement, and you need a conveyance. Sometimes the conveyance is voluntary, sometimes it's not, but you need some paper, and these papers have to be signed. So as we turn the page, we look at the conveyance that was used in April 1969. Remember, we talked about April 1969, to date, because in 1969, Russell got approval from the Planning Department to say he was the legitimate owner of the property by way of his application that we know approving the subdivision all connected, April 15 1969, here's a Conveyance

**COUNSEL DIRK HARRISON** 23:54: Just one minute Sir, in respect of the handwriting the signatures that you draw attention to, and also you had said that you are not a handwriting expert. Is there any member of your family to whom the signature, is there any member of your family who can identify the signature of your great uncle?

**MR. CHARLES BROWN** 24:17: Yes,

**COUNSEL DIRK HARRISON** 24:19: Has that person been shown those documents?

**MR. CHARLES BROWN** 24:22: Yes, yes. Yeah. My mother is aware of his signature.

**COUNSEL DIRK HARRISON** 24:26: Has she ever been shown the documents which purports to be signed by someone else? Did she offer her comments?

**MR. CHARLES BROWN** 24:36: Yes she did. That is nonsense, garbage junk, ridiculous. He did not sign this, this is not my uncle's signature or words to that effect.

**COUNSEL DIRK HARRISON** 24:47: To your present knowledge that you know through you family evidence for your mother can you say at that time, how old was your mother at that time when she had told you that. I'm just trying to get where I'm trying to get is I would like to know prior to that how long she knew herself, knew her uncle, how long she had been accustomed to seen his handwriting; how long she had seen him sign and how many years has she seen his signatures or had seen many documents I was just trying to get to understand the who, what, why where or how in terms of that knowledge still a dispute but it's something that, especially based on what you have said, Yeah, I am interested to know that that's what we get is very important.

**MR. CHARLES BROWN** 25:47: And you should know Counsel that the signature that we draw reference to regarding his Will, is the signature that Robert William affixed to the Will when it was arranged by Appleby, Robert William and then the bank was the executive. So we are using his signature from his Last Will and Testament as an authentic signature.

**COUNSEL DIRK HARRISON** 26:16: And that's fine but the naked eye is good, however, just for clarity from a legal standpoint, in the absence of handwriting expert. It is sufficient for us to have somebody speak to his handwriting and his signature. But I will make a note of it and come back to it. But I wish to alert you to the fact that you will get asked questions along those lines.

**MR. CHARLES BROWN** 27:05: Okay, so the second

**COUNSEL DIRK HARRISON** 27:15: I think you're on slide 40.

**MR. CHARLES BROWN** 27:17**:** Yes. So I want to draw the panels, the Commissioners attention to the Conveyance that was relied upon. Now this 1969 Conveyance was not offered, it was refused. There was refusal to share this conveyance either to see it or to have a copy of it, but it has eventually surfaced. And his signature that's attached to the Conveyance is unlike the signature attached to the Will. And again, we submit that someone other than our uncle signed this Conveyance. So, with that, we now look to assess four (4) signatures drawn from documents that are used in part to justify the legal claim to the northern portion of this land. And at the top of page 41 you see the signature from Uncle John's Will, then you see sales agreement one and two, which was used. And then we see the signature that was attached affixed to the Conveyance that was also used to justify the sale in 1969. Moving on, and so this schematic from 1969 would see this subdivision. This was the wish, this was the plan to subdivide the property. This is what would have happened was reflected in fact did happen because this plan was approved by Planning Department in 1969. And shortly after this approval, later on the property was sold by Russell Levi Pearman to a gentleman named Emmanuel Augustus. When the same day, the same day that our uncle, supposedly sold this northern portion to Russell Levi Pearman. Russell Levi Pearman sells the same property to a gentleman Emmanuel Augustus. And Emmanuel Augustus is a client of John W. Swan Ltd. We haven't seen any sales agreements, we haven't seen any conveyances but we do know that Emmanuel Augustus is a client of John Swan and he bought the property from Russell Pearman for $18,000.00. On the same day that Russell supposedly bought it from Uncle John. So very tight timelines indeed. Now shortly after Russell takes claim, sells it to Emmanuel Augustus who then sits on it for almost a year and sells it to John Swan, May 21 1970 for 60,000 pounds. So the sales price went from 7,000 last year to 60,000 this year. Money, muscle and power at play 7000 becomes 60,000 in twelve months. And Emmanuel was just a client never met anybody never signed any papers, he just said John was acting on my behalf. And ladies and gentlemen, we have a flurry of Conveyances that took place soon after John Swan took possession of this property in May. You can see on slide 43, that there is a series of Conveyances between John William David Swan and Leslie Earl Ming, signed off by Arnold Francis, the lawyer. And the references as you can see his Book 17: page 108.

John William David Swan and Leslie Earl Ming, well just say they were busy during the weeks of November and December 1970. A series of ten (10) conveyances to and from themselves. Now I never practice real estate. I suspect that maybe one or two in the room who have, but a Conveyance from him to him in this time. I mean, you cannot even sell a bag of oranges in this time, these guys. Look at this ten (10) conveyances in ten (10) minutes, for the most part, I mean all manner of ridiculousness and unreasonable expectations on the minds on the eyes of a reader to accept that these transactions took place in a legitimate form and fashion.

**COUNSEL DIRK HARRISON** 33:06: Just for that, you're taking us through the presentation, but earlier I recall probably five minutes ago, you made reference to the conveyance changing from $7,000 to also the figure you gave 60? I'm not seeing that on the side. Do you have that somewhere else?

**MR. CHARLES BROWN** 33:28: We will come to it eventually. We do have that information.

**COUNSEL DIRK HARRISON** 33:38: I was just following your presentation you made reference to it, and I was not seeing it here. So I was I was trying to ask. Okay.

**MR. CHARLES BROWN** 33:46: And it has not. We have not yet mentioned it. But it comes up in a police report that we referenced. The witness statements and the police report. My brother just pointed out that we have not yet gotten there, so I might have mentioned something a little prematurely. In any case, we are on slide 43 we'll be observing a flurry of conveyances between John William David Swan and Leslie Earl Ming in November 1970. From there, we look to recap some of the activity that took place during this time period. And we put this timeline together for hopefully it will be of some use to the panel in terms of understanding what's happened and when it happened. So here we are in March 1968 where Russell Pearman submits an application. He wasn't the owner, neither was he acting on behalf of the owners. We saw the fraudulent behavior with the 6 and the 9 being manipulated. So there was misbehavior at play. And then step two, we see the sales agreement was prepared, indicated that Virgil sold this property to Russell Pearman 7000 pounds, which we dispute. But on February 19, when Motyer was interviewed, he indicated that Virgil came to see him this will be Uncle John Virgil came to see him on February 1969. And it's the same day that Motyer had advised Wilkinson of the plans to sell the property. Past me your deed and off they went, March 7, 1916.

**COUNSEL DIRK HARRISON** 35:55: Just guide us that you are reminding us that there is a memorandum that reference is early. And that's what you mean here by the summer?

**MR. CHARLES BROWN** 36:05: Yes,

**COUNSEL DIRK HARRISON** 36:05: It's just that we just want to be clear so that we can join the dots.

I am just trying to remind myself of evidence we have not had before. With lunch, Madam Chairman, I'm just trying to connect dots. Could you please just take us back to Page 44. You made the with reference to item number four, and you're speaking and you made reference to what my recollection tells me was a memorandum which had been sent to give me my deed. Yeah, I'm just asking you to take us back to where we were earlier, where the memorandum was mentioned. So that the commissioners can see exactly what you are making reference to and the page and take us back to the slide.

**MR. CHARLES BROWN** 37:23: Okay. The slide we are on now is Page 44, makes reference to Item 4 or Step 4 which says February 19, 1969. A letter from Robert Motyer advises David Wilkinson of instructions from Virgil and the transfer of his land. That is the letter on page 37 that we refer to and that letter also states it's from Motyer.

**COUNSEL DIRK HARRISON** 38:10: Just take us back there.

**MR. CHARLES BROWN** 38:18: It's this letter here on the screen now.

**NORMA WADE-MILLER** 38:21: Is it at page 37?

**MR. CHARLES BROWN** 38:23: Yes, page 37 is the letter we are referring to on Page 41 : Item 4. So shall I go back to 44 now?

**COUNSEL DIRK HARRISON** 38:56: Yes.

**MR. CHARLES BROWN** 39:01: Okay, so that was Step 4. Step 5, we mentioned the subdivision being approved a year later in 1969. And now April 15, 1969. Four important steps took place this day. Also remember that it was this time that Wilkinson said, "I got a letter here a memo that confirms an Indenture between John Augustus Virgil and Eric Jones." So that was an attempt to backfield as we say, for the northern portion to take effect. You needed to stand on the south in order to effect the north. So April 15, 1969, there was an Indenture drawn up that supposedly transferred land from John Augustus to Russell Pearman for 7,000. And then the Parish Vestry was notified in Step #7, and the Parish Vestry was considered the authenticated office at the time for a lot of land transactions. Step #8 Butterfield reported that the property was conveyed to Russell Pearman on this date. And it goes on to state that the same date, April 15, 1969 Russell Pearman, then sold a property, the same piece of property on the same day, sold it to John Swan's client for 18,000. And then just over a year later, he conveyed it to John Swan his agent for 60,000. And both Emmanuel Augustus and Doars speak about this in their police interviews. So that's the timeline from 1968 to 1970 as it relates to these activities for the northern portion. We had Robert Motyer, Wilkinson, Pearman and Swan all playing an important part in effecting this claim of ownership to the northern portion.

**COUNSEL DIRK HARRISON** 41:34: Can you just repeat the names associated with each picture.

**MR. CHARLES BROWN** 41:37: From the left Robert Motyer, David Wilkinson, Russell Pearman and John Swan.

Okay, so the northern portion as we wind down our analysis of the northern portion, there are twelve (12) issue that we identified that we would like for the panel to consider, as it relates to the legality legitimacy, the reasonableness of this so called claim of ownership to the northern portion.

So the first point is that Russell Levi Peaman was neither owner nor acting on behalf of the owner when he submitted the application. So as far as we are concerned that was a fraudulent step to misrepresent the ownership of property to the Planning Authority for subdivision. The second point is that the Planning Authority we believe were not being straight, when they informed and testified to the police, that the application was submitted in 1969. And we know that the 69 was manipulated. And we know that the subdivision plan was submitted in 1968, because we've got a stamp to prove that, but yet the Planning Departments said they received them both in 69, and they assumed that Russell was acting on behalf or as owner and agent. The third piece is Russell Pearman did not purchase any property from my great uncle. Russell Pearman did not purchase any property from John Augustus Alexander Virgil. Now you've heard us mention the Government Gate location. Well part of this real estate transaction was conducted in the backseat of a tax, while they were parked up outside Government Gate just round on the 42nd Street side, and the seller was not present. Now picture that. Russell Pearman a member of Parliament, how do you conduct real estate transactions in the backseat of a taxi? 1969 things were done differently.

**COUNSEL DIRK HARRISON** 44:48: What do you place reliance on in respect of that statement that the transaction was conducted in the backseat of a taxi.

**MR. CHARLES BROWN** 44:57: We haven't gotten to the police report yet. But during the police investigation, the witness to the sales agreement, Mr. Doars said something, yes, to the fact that we hadn't introduced that piece, prior to making mention of it here, apologies.

**COUNSEL DIRK HARRISON** 45:13: Oh, that was not following in that regard. Okay.

**MR. CHARLES BROWN** 45:16: But you caught that we haven't mentioned police. And so yeah, we'll raise that in a moment. Okay Item #6 is that Mr. Doars, we'll talk about in a moment he signed once he was adamant that he only signed once to a Sales Agreement. And his signature was used on two occasions to complete two separate transactions in the same property the same day. Yet, a further part of the police investigation, which we'll touch on in detail in a moment, was Detective Inspector Waddell. He indicated that the signatures on the sales agreement, they were not the same. Now I don't know if he was an expert, but he said they were not the same and a lot of people agree with, presumably an expert would as well. But we don't know if he was an expert, but he did make a comment. This next point that is an issue is that the Conveyance of the 15th of April 1969, it was not signed by John Augustus Alexander Virgil, we saw those signatures, and they were not signed by the same person. Another issue is that the Registrar General's office which has responsibility for her and all legal documents related to property transfers, they hold no record of any transaction on this property after 1962.

**COUNSEL DIRK HARRISON** 47:02: When last was a search done in this regard?

**MR. CHARLES BROWN** 47:06: Our search was done in 1996, during the course of the report being conducted by Bermuda Caribbean Engineering Consultants Limited. 1996 was the date that we confirmed that there was no record of any sale on this property after 1962.

**COUNSEL DIRK HARRISON** 47:30: Thank You.

**MR. CHARLES BROWN** 47:33: Now, the next point we raise is that Russell Pearman's lawyer, Mr. David Wilkinson who eventually became Speaker the House of Assembly in Bermuda. Yes, I think his picture is hanging in the Honorable House of Assembly. He was asked during the course of this investigation. Mr. Wilkinson, may I please have sight of this pivotal Indenture. Wilkinson said, "No." He refused to cooperate with the police. So the police asked, "May I have a copy?" he refused. This is in the police report - 'Mr. Wilkinson refused to cooperate and allow the investigators to have sight of the document that he represented to the government who confirms the sale of the northern property. He refused to show.’ We also know John Swan Limited did not produce any documentation on request either. The police report concludes, or at the time they concluded their report, they indicated that they were still waiting for the relevant indenture. We have since which seen what is positive as the Conveyance for that period. And we've seen the signature, and this was 7, 8, 9 months after the sale supposedly took place. So problem there. And as we mentioned at the top of our story the beneficiaries have held and continue to hold the title deeds. And so this transaction for the northern part of this property would have to square with do those deeds, and it does not. So that's the 12 issues that we invite consideration of, as we claim that transaction for the northern portion are not rooted in legality. And so with that, Chair, I'd like to move now to the third portion of our story, which is our pursuit of justice.

**JUSTICE NORMA WADE-MILLER** 49:54: Counsel do you have any further comments before we go on?

**COUNSEL DIRK HARRISON** 49:57: Not at this time I think we have some way to go with this. All of this we have to go through to have the other supporting documents.

**JUSTICE NORMA WADE-MILLER** 50:14: You may proceed Mr. Brown

**MR. CHARLES BROWN** 50:15: Okay, thank you. And so I mention my 88 year old mother earlier today. She's got her brother here, Glen's here, she's got her stalwart nephew here, who is Aunt Sylvia's son, Neville. These folks have pursued justice, up and down this country since 1972. So, I suspect some people in this room were not born in 1972. And maybe some listening were not born in 1972, but nevertheless, since 1972, my mother and her siblings have fought, fought for justice; and we salute them for their steadfast perseverance in pursuit of justice and fairness. And so what was one of the first steps they took and in pursuit of justice? Well, one of the first steps they took was to go to Mr. Motyer's office. Mr. Motyer was the lawyer for John Augustus Alexander Virgil. Remember, he helped to craft his Will. Mr. Motyer looked at my mother and he said, I do not know if he addressed her as Mrs. Brown or what? "Why come to me?" "Well, you're his lawyer Mr. Motyer, why shouldn't we come to you?" That was the first step that something was not right.

Later on they went to see Mr. Walter Medics, he was a good man. that was what we were told from Conyers, Dill and Pearman. Mr. Medics, advised the beneficiaries to go to the bank, collect your deeds, they do process. This was the advice given to them. Next day, they went to Appleby, Jeffrey Bell. He read the Will. He advised the beneficiaries that there was real estate to be distributed, and they should go to the bank so that the Will could be executed. This is all during the early 70s in the early days. Eventually they met with Mr. William King at The Bank of Butterfield and at that meeting, Mr. King advised them that there was no land to distribute. And not according to the beneficiaries, like a choir, they said, "Well we know that's not true". They were certain that Uncle John had left what they knew he had left. They requested the bank in their capacity as sole executive, to conduct an investigation into the title. So the beneficiaries requested that the bank conduct an investigation into the title of this land. And as we know that report was done by Mr. Robert Motyer on behalf of The Bank of N.T. Butterfield. Now the complaint that was filed with the Bermuda Police Force caused them to conduct under the leadership of Thomas Cassin #55, they conducted a criminal investigation into the activities surrounding the 1969 transaction. And they reported back in 1978, and we've drawn on that report today, as we've done on the report from the Bermuda, Caribbean Engineering Consultants. We thought it was a very shrewd and smart move to retain this entity, because they did a lot of the research into the ownership of the title that the beneficiaries may not have been well placed to do themselves, but nonetheless it was done, and it has provided valuable insight. They took us back to 1885 straight up to today. Now during the course of this pursuit of justice, over 25 lawyers in this little island have been approached. Over 25 probably closer to 40 have been approached. And it's been a real mix of experiences, expenditure, a lot of money spent on lawyers, a lot of money spent on lawyers and we've had a lot of different outcomes. And the beneficiaries have written to the bank they have written to Appleby several times during the pursuit of justice and every time they were chased away. Sometimes they were scheduled to have meetings, and the bank will call 15 minutes before the meeting to say it's postponed. We're not having it today and another time the bank's calling your mortgage in.

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