**A COMMISSION OF INQUIRY**

**INTO HISTORIC LAND LOSS**

**IN BERMUDA**

**COMMISSIONER:**

**JUSTICE NORMA WADE-MILLER**

**TRANSCRIPT OF PROCEEDINGS**

**LOCATION: UNKNOWN**

**MONDAY, NOVEMBER 30, 2020**

**MORNING SESSION (b)**

**Mr. Dirk Harrison (Counsel)** 0:00 The purpose for which you seek to the reliance on this document can you share with us.

**Charles Brown** 0:01 Certainly, we believe that this document shows that Robert Moutier wrote to John Virgil from Somerset in 1962, wrote to him about the Southern portion. It shows the relationship between Moutier and Jones and it shows the character of both of the Lawyers.

**Mr. Dirk Harrison (Counsel)** 0:30 And when you say character what do you mean.

**Charles Brown** 0:32 I mean that Eric Jones was less than a month ago, just over a month ago, signing off

**Mr. Dirk Harrison (Counsel)** 0:39 About a month ago

**Charles Brown** 0:39 A month prior

**Mr. Dirk Harrison (Counsel)** 0:39 A month ago would have been October last year.

**Charles Brown** 0:45 Thank you Sir. A month, just over a month prior to January 26, 1962 when this letter was drafted. Eric Jones would have been a witness to a December 9, 1961 Indenture. That granted John Augustus Alexander Virgil the ownership of the subject property. Eric Jones is now sharing correspondence with Robert Moutier discussing transactions on the Southern portion completely unrelated to the transaction of December 9, 1961. In so given that Jones was at the table involved in witness in your transaction in 1961, we submit that that represents evidence of low integrity. It also discusses the consideration of 1025 pounds to support the ownership claim. This letter speaks to the need for a Deed of Conveyance and it confirms that a covenant was being prepared by Eric Jones on the future of the Southern portion. It also confirms that Moutier and John Virgil from Somerset at the time they recently held a meeting about this interview about this matter. It also shows that family Lawyer Eric Jones was engaged in what we call a back channel to claim ownership to the Southern portion and this should be considered alongside the two letters from December of 1961, which were written and sent a few days after the Virgil Family signed off on the December 9, 1961 Indenture, so this letter which we call the covenant is quite instrumental in connecting the dots in our story, in that this was drafted soon after the December night Indenture, but there's also a piece to this story where David Wilkinson later on claims that Eric purchased this property from John Augustus Alexander Virgil. Now he couldn't have purchased it from both, but the documentation suggest that there was a purchase by Eric Jones, from both John Virgil of Somerset, and from John Augustus Alexander Virgil, and while it is possible it didn't happen with this Southern portion in January of 1962.

**Mr. Dirk Harrison (Counsel)** 3:44 Thank you. You just mentioned, that the documents purports to show that the family lawyer, Eric Arthur Jones, engaged in a back channel to claim ownership of the Southern portion of the property. What do you mean by engage in a back channel?

**Charles Brown** 4:03 What we mean by engaging in a back channel is that while we don't know precisely what was being planned, because this was not something that was put in front of us, this was activities that were kept from the beneficiaries and the family. It's a conclusion being drawn based on the information that we see. We see Eric Jones at the table on December 9, we see Eric Jones writing to family members who signed off on the December 9 transaction. We see him writing to them December the 12th and December the 22nd. That's what we know of. There's perhaps correspondence that we do not know of, but we don't wish to speculate, but those two letters, along with this one from January 26, have caused us to believe that Jones was running a parallel mission a back channel if you wish to play claim to the Southern portion. It wasn't up front, it wasn't on the table as the December 9, 1961 transaction was.

**Mr. Dirk Harrison (Counsel)** 5:18 Thank you.

**Mr. Dirk Harrison (Counsel)** 5:40 Please go ahead.

**Charles Brown** 5:40 Certainly. Another instrumental piece at this time, I would like to remind the commissioners of this the flurry of conveyances that Eric Jones and John Virgil from Somerset signed off on around December 9, 1961, and through December of 1962, that is also in the presentation. And it is the flurry of conveyances that add to our part of the story where Eric Jones was misbehaving.

**Mr. Dirk Harrison (Counsel)** 6:42 Create your indulgence

**Mr. Dirk Harrison (Counsel)** 7:05 Having the screen project, the reference that's been made by the witness to Exhibit CNLB Four, on page 24.

**Mr. Dirk Harrison (Counsel)** 8:50 The chart on the right is that what reference is being made to.

**Charles Brown** 9:01 Yes, but Counsel, in CNLB Four

**Mr. Dirk Harrison (Counsel)** 9:06 Does not have a point number four, and it has three

**Charles Brown** 9:12 I would just prefer that we use that which was

**Mr. Dirk Harrison (Counsel)** 9:15 Made an exhibit

**Charles Brown** 9:16 Yes.

**Mr. Dirk Harrison (Counsel)** 9:16 I assume you was saying you're correct that the exhibit does not have a number four as is exhibited there. So I'll remove it and rely on the document. I was trying to assist the Commissioners.

**Charles Brown** 9:30 But we can use file that was presented to the Commissioners last week, which is available through this meeting.

**Mr. Dirk Harrison (Counsel)** 9:41 You can project it. I will allow you to project it because you're correct that that which was displayed was not an accurate reflection of the Exhibit CNLB Four.

**Mr. Dirk Harrison (Counsel)** 10:19 Create your indulgence, I'm just relying on the document projected within. Now the document part of CNLB Four at page 24 which is projected on the screen you make reference to this document haven been asked by me what was meant by chosen Family Lawyer Eric Arthur Jones engaged in a back channel to claim ownership of the Southern portion of the property you have drawn our attention to this page for what purpose.

**Charles Brown** 11:37 Want to show that after this property had been in the family for close to seventy-five years, the family lawyer was working behind the backs of family members and engaging in a series of Conveyances.

**Mr. Dirk Harrison (Counsel)** 12:01 I was going to ask you to assist us, can you enlarge it a little just slightly not too much, but just.

**Justice Norma Wade-Miller**  12:57 It's not the whole piece but I

**(Madam Chair)** can go up a necessary.

**Mr. Dirk Harrison (Counsel)** 13:47 Now Mr. Brown please continue in respect of that part of Exhibit CNLB Four that is displayed on page 24.

**Charles Brown** 14:03 This shows the pace at which Eric Jones was moving to claim ownership where December 9 was the date of the Indenture and we don't know who Julian Cornelius Jones is but we believe it's Eric's father. A Conveyance from him to John Alfred Virgil on December 9. December 9, he was signed off on an Indenture granting John Augustus Alexander Virgil exclusive ownership to Lot 4 which he is now using to convey portions to to others. And we saw this is working behind the scenes to lay claim when there was no Sales Agreement, there was no Conveyance between John Augustus Alexander Virgil and Eric Jones.

**Mr. Dirk Harrison (Counsel)** 15:12 Now, let us start at the very beginning. I need you to at the top of the page. It says from Julian Cornelius Jones, in respect of that name, the beneficiaries are not familiar with that person.

**Charles Brown** 15:31 No, not confidently we have only had anecdotal information around his connection of this person's connection to Eric Arthur.

**Mr. Dirk Harrison (Counsel)** 15:45 Did you find any Conveyance or any other transfer to Julian Cornelius Jones?

**Charles Brown** 15:57 We did not. We observed this transaction this note of this transaction from the Butterfield Report and it's the source for the remaining Conveyances on this slide.

**Mr. Dirk Harrison (Counsel)** 16:22 Now, you have taken us through this page, but I just make reference to it to the left of this table, there are some notes that you had placed reliance on. Could you just let us go back through them based on what.

**Charles Brown** 16:36 Certainly.

**Charles Brown** 16:37 Please speak into the microphone for me.

**Charles Brown** 16:39 Yes, so it indicates that Jones conveyed but that the drafted Conveyances for weeks leading up to the date of this missing indenture have indicated in the presentation that the indenture to support. Jones's claim to the Southern portion is missing. So he was drafting Conveyances as seen in the table here for weeks leading up to January 24, 1962. Six Conveyances were prepared for various lots in the Southern portion between December 9 and January 24, and John Alfred from Somerset, as you can see from the table, he was a party to almost a half dozen of these Conveyances.

**Mr. Dirk Harrison (Counsel)** 17:31 And these six Conveyances you have proof of them.

**Charles Brown** 17:39 We don't have the actual Conveyance in hand. But we relied upon some information in the Butterfield Report to support our decision here.

**Mr. Dirk Harrison (Counsel)** 17:57 And the Butterfield Report that you refer to is Exhibit CNLB Eight. Could you take us to the CNLB Eight that exhibit and take us through to any facts that you place reliance on, in respect of the Conveyances is prepared by Eric A Jones.

**Charles Brown** 18:26 If the Commissioners could make reference to Page 6.

**Mr. Dirk Harrison (Counsel)** 18:43 Going to try and have it projected for them to make that easier. Would you direct us to page 6?

**Charles Brown** 18:54 Of the Butterfield Report.

**Mr. Dirk Harrison (Counsel)** 18:56 Yes

**Charles Brown** 18:56 It's paragraph 31.

**Mr. Dirk Harrison (Counsel)** 19:04 Just give us a moment please.

**Charles Brown** 19:07 Certainly.

**Mr. Dirk Harrison (Counsel)** 20:10 You said page 8

**Charles Brown** 20:12 I said page 6, paragraph 31

**Mr. Dirk Harrison (Counsel)** 20:17 paragraph 31, thank you.

**Mr. Dirk Harrison (Counsel)** 20:24 Yes, you may proceed.

**Charles Brown** 20:26 So, thank you. paragraph 31 speaks to a Voluntary Conveyance 19 December 1961 were Eric Jones conveyed.

**Mr. Dirk Harrison (Counsel)** 20:39 Just read for us what's there first and then you can give us your comments.

**Charles Brown** 20:43 Certainly, by an Indenture of Voluntary Conveyance dated 19th December 1961, Eric Arthur Jones conveyed Jones Lot 2, 3 and 4 shown on Plan E into the joint names of himself and his wife, Elizabeth Hedwick Jones by an Indeture of Voluntary Conveyance dated 28th December 1961, Eric Jones conveyed Jones Lot #6 shown on E to himself and his wife.

**Mr. Dirk Harrison (Counsel)** 21:28 Sorry just read as it appears here for me please.

Charles Brown 21:31 into the joint names of himself and his wife Elizabeth, Hedwick Jones

**Mr. Dirk Harrison (Counsel)** 21:38 Thank you.

**Charles Brown** 21:39 Paragraph 33 by an Indenture of Conveyance dated 23rd January, 1962. Eric Arthur Jones and Elizabeth Hedwick Jones conveyed Jones Lot 4 t John Alfred Virgil in consideration of the payment of 750 pounds by an Indenture of Conveyance also dated

**Mr. Dirk Harrison (Counsel)** 22:04 I'm sorry just for completeness, your onto what paragraph now.

**Charles Brown** 22:08 34!

**Mr. Dirk Harrison (Counsel)** 22:09 So we started at paragraph 31.

**Charles Brown** 22:13 Yes.

**Mr. Dirk Harrison (Counsel)** 22:14 And your at 34 now

**Charles Brown** 22:19 by an Indenture of Conveyance also dated 23rd of January 1962. Eric Arthur Jones conveyed Jones Lot 1 to John Alfred Virgil in consideration of the payment of 750 pounds. Paragraph 35 by an Indenture of Conveyance dated 16th of October 1962, Eric Arthur Jones and Elizabeth Hedwick Jones conveyed Jones Lot 2 to Vivian DaCosta Sweeten and Gloria Yvonne Sweeten as joint tenants in consideration of the payment of 1100 pounds. Paragraph 36 by an Indenture of Conveyance dated 28th of June 1965 Vivian DaCosta Sweeten, and Gloria Yvonne Sweeten conveyed Jones Lot 2 to John Alfred Virgil in consideration of the payment of 1500 pounds. Paragraph 37 by an Indenture dated 20th of December 1961, Eric Arthur Jones conveyed Lot 5 to Julian Cornelius Jones in consideration of 750 pounds. Paragraph 38 by an indenture dated 13th of June 1966, Julian Cornelius Jones conveyed Lot 5 to John Alfred Virgil in consideration of 1500 pounds by an Indenture dated 15th of April.

**Mr. Dirk Harrison (Counsel)** 24:10 That paragraph 39

**Charles Brown** 24:12 I'm sorry, yes paragraph 39 by an Indenture dated 15th of April 1966, Eric Arthur Jones and Elizabeth Hedwick Jones conveyed Jones Lot 6 to John Alfred Virgil and Muriel Dorothy Willamina Virgil as joint tenants subject to a Mortgage which has since been discharged in consideration of the payment of 3500 pounds. And that concludes the reference to flurry of the conveyances.

**Mr. Dirk Harrison (Counsel)** 24:48 Now irrespective of Plan E as mentioned, because you took us through paragraphs 31 through 40 of Exhibit Eight. Plan E that reference is being made to. I'll come back to it shortly after that was Plan E, but I'll come back to it. Now the earlier document you had shown to us, which is titled Schedule of Conveyances I had taken you from there to place reliance on the things that you had summarized you had summarized some things on a chart and we had gone through that process to have a look at the supporting evidence. I take you back to the chart and shortly I'll draw your attention to what is referred to as Plan E which shows the plan regarding what you have just said. I'll take you to it shortly.

**Mr. Dirk Harrison (Counsel)** 29:13 Now, let us return to Exhibit Seven CNLB Seven which is your schedule of evidence by letter or tab number reference. You make mention at page 3. Page 3 of Exhibit Seven and you have stated in that document that a Probate of a Will for the Estate of Thelia Ann Harvey who is deceased. The fact that Mr. Moutier represented the Estate of Thelia Ann Harvey, and at the same time provide legal services to John Augustus Alexander Virgil. You posted that is an indication of where Mr. Moutier was involved, what exactly do you mean, I have given you an instance based on the exhibit were you have said that the attorney represented the state of Thelia Ann Harvey and also represented John Alfred Virgil and at the same time provided services to John Augustus Alexander Virgil, what is the purpose for which you make that point.

**Charles Brown** 31:13 The purpose for making that point is that we believe that John Alfred Virgil from Somerset that he was the imposter. He was the gentleman that was willing to pose as John Augustus Alexander Virgil. And we needed to demonstrate that Moutier had provided legal services to Alfred or had some legal exchange with him. And so this Probate with respect to the Thelia Harvey's Estate, shows we're John Alfred is the son and sole executor of the named person in this Will and that Robert Moutier signed off on the document including making or signing off on an amendment and the actual document in 1951.

**Mr. Dirk Harrison (Counsel)** 32:14 Thank you.

**Mr. Dirk Harrison (Counsel)** 33:05 Now, Sir. You may continue on page 3 of Exhibit Seven on the day heading title deeds to the property showing title ch5anges from 1882 to 194. Could you take us through.

**Charles Brown** 33:28 So page 3, reference E is a description of the high level pages in the title deeds from 1880. And in some reform the deeds package that we hold shows where George W Young, sold the property to Samuel David Robinson in 1880 and then Samuel David Robinson sold it to Augustus Virgil, in 1885 and then Augustus Virgil and his wife took out a Mortgage in 1887 another Mortgage in 1896 with David Trimingham then in 1924 a further Mortgage with Kerry Grecsay.

**Mr. Dirk Harrison (Counsel)** 34:25 Just a moment. Clear indulgence, Madam Chair, but I'm just trying to see if we can project it to provide some assistance.

**Mr. Dirk Harrison (Counsel)** 35:36 Madam Chair it is a paper intensive exercise. I'm just trying to ensure that all the aides are being utilized to assist the Commissioners to view the documents.

**Justice Norma Wade-Miller** 35:51 The Chair and Commissioners

**(Madam Chair)** quite understand.

**Mr. Dirk Harrison (Counsel)** 37:56 Thank you, at page 3 of Exhibit Seven under the reference E.

**Justice Norma Wade-Miller**  38:09 Yes.

**(Madam Chair)**

**Mr. Dirk Harrison (Counsel)** 38:10 Could you just take us through we have located the exhibit and we have projected on the screen.

**Charles Brown** 38:21 So, Exhibit E, referencing the title deed to the property, showing the changes in title from 1880 to 1945. In 1880, George W Young sold to Samuel David Robinson. In 1885 Samuel David Robinson sold to Augustus Virgil 1887 Augustus Virgil and his wife took out a Mortgage with Henry Robert Hurst the house and the land, 1896 Augustus Virgil and his wife, mortgage with David Trimingham for cottage and a parcel of land. 1924 Augustus Virgil and wife to Carrie Lloyd Grecsay mortgaged a parcel of land and dwelling, and then in 1926, Carrie Lloyd Grecsay, to Roderick Alexander Ferguson and then the Reconveyance in 1945 from Roderick Alexander Ferguson to John Augustus Alexander Virgil and others.

**Mr. Dirk Harrison (Counsel)** 39:47 Thank you. And you will have a document there that has all these title deeds in it.

**Charles Brown** 39:56 Correct.

**Mr. Dirk Harrison (Counsel)** 40:03 It is labeled title deeds 1885 to 1945. I was going to ask you to have a look at it again and you can just share with us I know there are some blue tabs indicating some years. If you could just share.

**Charles Brown** 40:28 Certainly. The blue tabs that are attached to various pages in this exhibit indicate the years of the cover page of each one of the deeds that was just described in the Exhibit Four so it is 1880; 1885; 1887; 1896; 1924; 1926 and 1945.

**Mr. Dirk Harrison (Counsel)** 41:10 Madam Chair I am going to ask that that document which is labeled Title Deeds 1885 to 1945 which has in it title deeds and reliance being placed on by the witness showing title changes for the period I mentioned and I ask that you tender and admitted as Exhibit CNLB Ten.

**Charles Brown** 42:01 Eleven

**Mr. Dirk Harrison (Counsel)** 42:04 I've been advised that its Ten.

**Mr. Dirk Harrison (Counsel)** 42:08 It is labeled title deeds 1885 to 1945.

**Charles Brown** 42:09 What do you have for the flurry of Conveyances?

**Justice Norma Wade-Miller**  42:11 You've been advised that

**(Madam Chair)** maybe what Counsel?

**Mr. Dirk Harrison (Counsel)** 42:40 I'm sorry. I'm sorry I have to apologize. Mr. Brown was asking us to just to give him some guidance, he thought that we may have miscounted and he was asking me just to check for a particular item and a designation by way of Exhibit that had been given to it.

**Justice Norma Wade-Miller**  43:05 Are we at Exhibit Nine or

**(Madam Chair)** Exhibit Ten

**Mr. Dirk Harrison (Counsel)** 43:09 We have it as 10, but the witness had asked about a previous item which I was going to ask him to repeat and we will check for that designation in the interim. What were you referring to Mr. Brown?

**Charles Brown** 43:25 We were under the impression that the Flurry of Conveyances in December 61 and thereafter with Eric Jones was CNLB Ten, so that we were on the same page in terms of the references.

**Charles Brown** 43:43 So do you have the flurry as an exhibit.

**Mr. Dirk Harrison (Counsel)** 43:48 What when you say the flurry, you refer to the document you have there which has title deeds.

**Charles Brown** 43:53 No the one prior which has Eric Jones conveying poperty to John Alfred from Somerset.

**Charles Brown** 44:01 It was the table

**Mr. Dirk Harrison (Counsel)** 44:03 Well that table just for the record is contained within Exhibit Four.

**Charles Brown** 44:12 Okay.

**Mr. Dirk Harrison (Counsel)** 44:12 And I have made specific reference to page 24.

**Charles Brown** 44:16 Yes,

**Mr. Dirk Harrison (Counsel)** 44:17 So that is within.

**Charles Brown** 44:18 Okay.

**Mr. Dirk Harrison (Counsel)** 44:18 That's already an exhibit.

**Charles Brown** 44:20 Apologies for any

**Mr. Dirk Harrison (Counsel)** 44:21 That's fine. That's fine.

**Charles Brown** 44:23 Thank you for clarification.

**Justice Norma Wade-Miller**  44:25 So let me speak to this the title

**(Madam Chair)** deeds 1885 to 1945 which has been relied on of the witness showing the title of changes for the aforementioned period is hereby entered as Exhibit CNLB Ten.

**Mr. Dirk Harrison (Counsel)** 44:46 Thank you, Madam Chair.

**Justice Norma Wade-Miller** 44:57 Just a moment please Counsel.

**(Madam Chair)** I don't know if there's a correction here is it 1885 to 1945 or 1880 to 1945.

**Mr. Dirk Harrison (Counsel)** 45:07 I'm about to ask the witness that question, because I realized that Exhibit Seven has a figure which is distinct from that which appears on the actual exhibit. In fact, in respect of Exhibit CNLB Seven, which you are going through the schedule of evidence, on page 3, on the item description, it has title deeds to the property showing title changes from 1880 whereas, on the exhibit, which was just before us Exhibit Ten, it refers to the year that 1885. Which is correct is it 1880 or 1885?

**Charles Brown** 45:55 It is 1885. The 1880 was just to illustrate from whom Augustus Virgil purchased it from and just to show the link we're content with 1885 being the starting date.

**Mr. Dirk Harrison (Counsel)** 47:16 Thank you, Madam Chair. Just for completeness, Madam Chair, in respect of Exhibit Ten at page three of Exhibit Seven, at least exists, which outlines what is contained in Exhibit Ten.

**Justice Norma Wade-Miller**  47:59 Actually I'll make a note of that

**(Madam Chair)** Counsel.

**Mr. Dirk Harrison (Counsel)** 48:01 I'll appreciate it. I think it would be easier to cross reference it at a later stage.

**Justice Norma Wade-Miller** 48:06 Cross reference page 3 and

**(Madam Chair)** Exhibit Seven.

**Mr. Dirk Harrison (Counsel)** 48:11 Yes Madam. That's sufficient. It's just a listing of that which is contained in Exhibit Ten.

**Mr. Dirk Harrison (Counsel)** 48:35 Shows cross reference page 3, and Exhibit Seven, a listing of that which is contained in Exhibit Ten.

**Mr. Dirk Harrison (Counsel)** 48:45 Thank you very much Madam. Now, Mr. Brown, can you tell us the purpose for which you have placed reliance on these title deeds Sir.

**Charles Brown** 48:55 The purpose for which the beneficiaries are placing reliance on the title deeds is because it's the heart and soul of the ownership of this matter? It is these deeds which Uncle John left to his nieces and nephews, which has been the guidepost for them and it has been the energy that has kept them steadfast in their pursuit of justice.

**Mr. Dirk Harrison (Counsel)** 49:32 And in respect of Exhibit Seven, which is exhibited on and projected on the screen, you have some notes there could you just make reference to them.

**Charles Brown** 49:42 Sure. The Commission should be aware that the beneficiaries have been in possession of these title deeds to the property since 1972. When Uncle John passed. These deeds suggest that the transactions after 1945 would require these deeds in order for them to be legitimate, and we speak up the 1962 claim to ownership by Eric Arthur and the 1969 transaction with Russell Pearman and John Swan. So the deeds provide the beneficiaries with a valuable instrument in their claim to ownership. As non lawyers, we have learned that you need the deeds to lay claim to the property and we accept that.

**Mr. Dirk Harrison (Counsel)** 50:39 Legal claim.

**Charles Brown** 50:40 Yes, thank you for

**Mr. Dirk Harrison (Counsel)** 50:55 Now, we're at page four of Exhibit Seven. Could you consider at Reference F

**Charles Brown**  51:07 Reference F is another one of the reports that the beneficiaries have relied upon as

**Mr. Dirk Harrison (Counsel)** 51:16 That's where we started this morning. That's where we started.

**Charles Brown** 51:20 Yes, yes it's were we started.

**Mr. Dirk Harrison (Counsel)** 51:22 It's going to be taken us offline for a bit, but we're back here.

**Charles Brown** 51:28 Certainly. So the Bermuda Caribbean Engineering Consultants report is a report that the Beneficiaries in their wisdom they probably was hoping to retain the professional services of a local chartered land surveying company that had the skills and expertise to conduct an investigation into property title. And their investigation was based on official records held by the authenticating Government agencies. Now this report is an independent Private Sector Report. It was commissioned in 1996 and they were asked to conduct the necessary research and report back on the findings regarding the extent of real property held by John Augustus Alexander Virgil. The report, as we refer to it as the Somers, report, because the author was David Somers, we affectionately refer to it as the Somers Report. So the Somers Report describes all ownership and subdivision of the subject land from 1885 through to 1962. And the subdivision and the evolving ownership that's expressed in map form, as you may recall, from reviewing that report and it was included in the presentation of last week. This report concluded that John Augustus Alexander Virgil, owned Lot 4 as at 1972. And that there were no officially registered transactional records of John Augustus Alexander Virgil disposing of any part of the land after 1962. So from 1962 until he died in 72, is no record and in 1972 to today, there's no record of these two transactions that are the subject of our presentation in these windows post 1962. And so, this conclusion, it conflicts directly. With the conclusion the Butterfield Report, that speaks to ownership of the property. So, again, the research in Somers Report did not reveal who Russell Pearman was acting on behalf of when he made the application. That he made the application to the central planning authority for subdividing the Northern portion of this subject property. And the record did not reveal how or any part of the subject property came into the possession of John William David Swan at the time that he Voluntarily Conveyed sis lots of land to Leslie Ming. So the Somers Report is quite a critical one in as much as it provides insight into the ownership as reflected in the Government Records which would have been filed by the Lawyers and the Real Estate Agents so engaged at the time on any transactions.

**Mr. Dirk Harrison (Counsel)** 55:04 Okay, so can you just point us to the point made by you on page four of Exhibit Seven that the BCEC conclusion, conflicts directly with the conclusion The Butterfield Report, regarding ownership of land by John Augustus Alexander Virgil, can you show us both reports and point out to us what you have concluded as a conflict.

**Charles Brown** 55:34 Certainly. On page 6

**Charles Brown** 55:38 On page 6 of the Somers Report.

**Mr. Dirk Harrison (Counsel)** 55:41 Grieve indulgence.

**Mr. Dirk Harrison (Counsel)** 55:42 What is referred to as a Somers Report.

**Charles Brown** 55:50 Yes.

**Mr. Dirk Harrison (Counsel)** 55:50 Madam Chair, was tendered as an exhibit this morning. It is CNLB

**Justice Norma Wade-Miller**  56:06 That's 11?

**(Madam Chair)**

**Mr. Dirk Harrison (Counsel)** 56:08 No Madam Chair.

**Charles Brown** 56:08 It was the first exhibit this morning. I'm just trying to get the designation of exhibit number CNLB Five. The witness is making reference on to CNLB Five and as exhibited on the screen. He will shortly make reference to CNLB Eight which is a Butterfield Report witness has indicated that there is a direct conflict with the conclusion in the Butterfield Report. Regarding ownership, I have asked the witness to point us to the two exhibits CNLB Four and CNLB Eight.

**END OF TRANSCRIPTION AT 56:08**