

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

NELSON BARBADOS GROUP LTD.

Plaintiff

-and-

RICHARD IVAN COX, GERARD COX, ALAN COX, PHILIP VERNON NICHOLLS, ERIC ASHBY BENTHAM DEANE, OWEN BASIL KEITH DEANE, MARJORIE ILMA KNOX, DAVID SIMMONS, ELNETH KENTISH, GLYNE BANNISTER, GLYNE B. BANNISTER, PHILIP GREAVES, a.k.a. PHILP GREAVES, GITTENS CLYDE TURNEY, R. G. MANDEVILLE & CO., COTTLE, CATFORD & CO., KEBLE WORRELL LTD., ERIC IAIN STEWART DEANE, ESTATE OF COLIN DEANE. LEE DEANE, ERRIE DEANE, KEITH DEANE, MALCOLM DEANE, LIONEL NURSE, LEONARD NURSE, EDWARD BAYLEY. FRANCIS DEHER, DAVID SHOREY, OWEN SEYMOUR ARTHUR, MARK CUMMINS, GRAHAM BROWN, BRIAN EDWARD TURNER, G.S. BROWN ASSOCIATES LIMITED, GOLF BARBADOS INC., KINGSLAND ESTATES LIMITED, CLASSIC INVESTMENTS LIMITED, THORNBROOK INTERNATIONAL CONSULTANTS INC., THORNBROOK INTERNATIONAL INC., S.B.G. DEVELOPMENT CORPORATION, THE BARBADOS AGRICULTURAL CREDIT TRUST, PHOENIX ARTISTS MANAGEMENT LIMITED, DAVID C. SHOREY AND COMPANY, C. SHOREY AND COMPANY LTD., FIRST CARIBBEAN INTERNATIONAL BANK (BARBADOS) LTD. , PRICE WATERHOUSE COOPERS (BARBADOS), ATTORNEY GENERAL OF BARBADOS, the COUNTRY OF BARBADOS, and JOHN DOES 1-25, PHILIP GREAVES, ESTATE OF VIVIAN GORDON LEE DEANE, DAVID THOMPSON, EDMUND BAYLEY, PETER SIMMONS, G.S. BROWN & ASSOCIATES LTD., GBI GOLF (BARBADOS) INC., OWEN GORDON FINLAY DEANE, CLASSIC INVESTMENTS LIMITED and LIFE OF BARBADOS LIMITED c.o.b. as LIFE OF BARBADOS HOLDINGS, LIFE OF BARBADOS LIMITED, DAVID CARMICHAEL SHOREY, PRICEWATERHOUSECOOPERS EAST CARIBBEAN FIRM, VECO CORPORATION, COMMONWEALTH CONSTRUCTION CANADA LTD. AND COMMONWEALTH CONSTRUCTION, INC.

Defendants

AFFIDAVIT OF JOHN KNOX

I, John Knox, of Bannatyne Plantation, Christ Church Parish, Barbados, West Indies, MAKE OATH AND SAY AS FOLLOWS:

1. I am the son of one of the Defendants herein. I have previously sworn affidavits in this case.

2. I have travelled from Barbados to the United States to create, review and swear this affidavit. The main reasons why I have prepared and sworn this affidavit now while I am in the United States include that Mr. McKenzie has advised of the threats made against him that prevent him from travelling to Barbados and also that there have been threats against me to deprive me of my employment at the University of West Indies this year because of my willingness to give evidence in this action. In fact my employment with the former job as lecturer was not renewed for the 2007-2008 academic year. I was told by a person at the university and verily believe that the department decision to hire someone else was reviewed by a group that includes Leonard Nurse.

3. My concern about obtaining, communicating and storing evidence relating to this action within Barbados has increased recently when I read a disturbing article on the internet. This was published by a blog regarding new measures being taken by the government of Barbados to secretly allow them to gain access to electronic communications and perhaps computers and it is not clear to me what the ramifications are; however in case they may have an impact on my ability to communicate electronically or maintain private files on my computer I want to create a record of my knowledge in the form of an affidavit while I am here in the United States. (A copy of the blog article can be found on the Barbados Free Press dated September 28, 2007 and is annexed hereto as exhibit "A" to this

affidavit. I have left copies of documents in the United States and given some that I believe are relevant to Mr. McKenzie for safekeeping.

4. My mother's attorney Mr. Shepherd recently advised me and I verily believe that Gittens Clyde Turney has, in a matter related to Kingsland, attended at a Judge's house on a weekend to obtain an *ex parte* order even though Mr. Shepherd had previously written to him to insist that he be present if any such motions was made. Indeed after the order was issued I noted that the whole story had not been presented to the Judge. Now shown to me and annexed hereto as exhibit "B" is a true copy of the letter from Mr. Shepherd to Mr. Leslie Haynes which was copied to R. G. Mandeville & Co.

5. My mother's attorney Mr. Shepherd has advised me and I verily believe that Chief Justice David Simmons called him to advise that he was going to sit on an appeal relating to a Kingsland matter. Mr. Shepherd objected so he did not.

6. This affidavit is to be read in conjunction with my previous affidavits filed in this action which remain true.

Background

7. I am the son of Marjorie Ilma Knox, one of the Defendants herein, and have knowledge of the matters herein deposed to. I have gained this knowledge from my involvement in my mothers affairs and from my own observations on a day to day basis of actions and words of my uncles and aunts and others with whom I interacted as I grew up in Barbados, which is a country that is on an island that is

approximately a maximum of 21 miles long and 14 miles wide.

8. My evidence here is from my own knowledge and observations and review of documents which I have obtained over the years as well as evidence provided to me by others who may not be identified herein because of concerns about their security.

9. My grandfather Estwick Ebenezer Deane and his wife, Ilma Kathleen Ashby together resided for their entire lives in Barbados. They had seven children. He was employed first as a teacher at Foundation School, then as a book keeper at Kingsland Cooperative Sugar Factory before he became its manager.

10. Estwick Ebenezer Deane purchased Adams Castle Plantation from the estate of Edmund Ward in 1939.

11. He sent his second son, Vere Deane, to Adams Castle as an overseer to learn the business and then as its manager to run the plantation. His eldest son Colin was employed at Kingsland Plantation and earned a salary which with his own, provided the income which supported his family. His third son Erie was 19 at the time and was also working bringing in an income for the family. His two youngest sons, Keith and Lee were still at school.

12. Marjorie Ilma Knox, his daughter (my mother) also started her working life at Adams Castle in 1939 at age 17. Her responsibility was to keep house for her brother and to take charge of the animals. It was here that she first started keeping laying hens and selling eggs, an Endeavour in which she was engaged until the age of 83. (She is now 85 years old) She too contributed to the family income.

13. As time went on and Adams Castle proved to be a success, my grandfather purchased Kingsland Factory in 1946 and Husbands and Oxnards Plantations in 1949. By then, Adams Castle had cleared its mortgage and was used as collateral.

14. In 1949, Estwick Ebenezer Deane made all seven of his children and his wife tenants in common with him in all of the lands which he owned, at that time about 700 acres

15. He thus shared his success with each member of his family equally but at the same time shared the liability and responsibility of ownership. Marjorie Ilma Knox thus became an equal tenant in common with her father, mother and six siblings.

16. As time progressed, the family, as tenants in common, purchased other lands, always with the goal of providing joint and equal ownership for each member of the family. Thus in 1954, they purchased Hanson Plantation and in 1955 the freehold property of Spion Kop on Maxwell Coast Road which is a valuable beachfront property.

17. In 1958, when it was clear that there would be further development of land all of the tenants in common agreed to put their considerable landholdings, then amounting to in excess of 1100, into a limited liability company. A memorandum of Association was drawn up defining what the company would do. Kingsland Estates Limited was formed on the 1st July, 1958.

18. The company and Marjorie Ilma Knox and others entered into an agreement on the 2nd of July 1958 which specified the consideration which would pass from Kingsland Estates Limited to each of the nine tenants in common. It was comprised of two important common elements to recognize the equal standing of each tenant in common.

19. Firstly, all of the 2 parents and 7 children as tenants in common would each receive an equal number of shares, (my grandfather received 2 extra) of the company in exchange for the land which was conveyed. Secondly, Kingsland Estates Limited would take over all liabilities of the tenants in common and indemnify them from any liability related to the company for all time. Prior to their deaths my grandfather and grandmother conveyed their shares equally to their 7 children (except 10 which they held back which eventually went to the Defendant Owen Gordon Finlay Deane, their grandson).

20. Secondly that in due course all of the tenants in common who had become shareholders would share equally in the future value and income of the lands. Among the excerpts from the original memorandum of association is a clause that mandates distribution among each of the 'members of the company' i.e. the shareholders, "in specie or otherwise as may be determined any of its assets and particularly the shares, debentures or other securities of any other company formed to take over the whole or any part of the assets or liabilities of this Company." This obligation continues to this day and would include the Corporate Defendants including John Does not yet identified and would come or will receive any benefit from Kingsland.

21. Ultimately as some of my uncles and aunt, shareholders of Kingsland Estates Limited, passed away their respective shares were transferred to their estates or issue who may be proper parties. At least one, Elizabeth Tess Roman, lives in the United States in Florida. Florida (Miami) is a 3 ½ hour flight to Barbados and a three hour flight to Toronto.

22. My mother's shares have been transferred to a trust in Miami, Florida for estate planning purposes. My sister Kathleen Davis, a U.S. citizen and resident of Florida, is the trustee of the trust and the beneficiaries include Kathleen, my sister Jane Goddard, and myself. The trust documents are lodged with a U.S. attorney in Miami who, along with Kathleen Davis, would be witnesses in this action and are prepared to travel to Canada for that purpose. Kathleen Davis has advised me and I verily believe that because of the seriousness of this matter and the threats made she is not prepared to risk going to Barbados. Now shown to me and annexed hereto as exhibit "C" is a true copy of a letter from the office of the U.S. Ambassador to Kathleen Davis dated April 19th, 2005.

23. The shares of Kingsland Estates Limited themselves are physically located in Canada as part of the security arrangements discussed above and any issues with respect to that lodgement are to be litigated in Canada. The Respondents who are former directors and shareholders have been aware that my mother's shares were encumbered.

24. I have consulted with my sister Jane and my mother and we are also prepared to travel to Canada to attend to testify at trial there and, for considerations of my own peace of mind, safety and security during the proceedings would prefer to do so especially having regard to the recent threat that has been made against various people involved with this case including myself. I have lived in Barbados all my life and I have no doubt that some of the Defendants in this case, many of whom are public officials, have the means to make my life very unpleasant if they choose to do so. In that regard I have read the report and affidavit of Alan Bell and I agree with its conclusions.

25. I was present during discussions regarding the formation of my mother's trust. It recognizes and acknowledges the independent right of the Plaintiff herein to take remedies concerning the shares which arises from security being granted to secure substantial advances of funds to my mother which have not yet been repaid and are due and owing. This legal action is a valid exercise of the rights of the Plaintiff against my mother and she and the trustee have authorized me to consent to the addition of the trust as party Defendant to the action being one of the John Doe defendants and I have been advised by the trustee and verily believe that she will not contest the jurisdiction of this Court to hear this action.

26. The shares of Kingsland Estates Limited have a substantial value. One estimate of the value which has been published internationally by the British High Commission to Barbados. As line item 72, it gives the contact person as Mr. Mark Cummins, a defendant in this suit and chief town planner in the Town Planning Department, the planning and zoning department of the Barbados government, and puts the value in 2003 at US\$800,000,000.00 (Eight hundred million United States dollars). The value of land in Barbados has been rising since that time so I expect that the value of

the company at this time is in excess of US\$1,000,000,000 (One billion United States dollars.). The advertisement also mentions that Canadian investors are involved. Now shown to me and annexed hereto as exhibit "D" to this affidavit is a true copy of this publication.

27. To my knowledge the government has never paid for the expropriated lands and would, if the lands were sold as advertised, reap a substantial profit that belongs to Kingsland.

28. I have noted that lands expropriated for specified purposes have never been used for those purposes but have ended up being used for private purposes. One example is these lands expropriated to build a government building which never occurred and they are currently being used by a private company.

29. The Defendants Philip Nicholls is an attorney in Barbados and has been a director of Kingsland Estates Limited and President of the Canada-Barbados Business Association during a period of time that is material to these proceedings.

30. The conspiracy that is alleged in the amended statement of claim came to include the persons and companies that had the intention and plan to take control of the lands of Kingsland Estates Limited and develop them in such a way that the value would be stripped from the company and the shares would be rendered worthless while others benefited. Their intention included the withholding of information from some shareholders that was material and important because it greatly impacted

on the value of the lands and, by extension, the value of the shares.

31. An indemnification that was given by the company at the time of transfer of the lands by the tenants in common into the company was all encompassing. It gave each of the shareholders, including my mother, a broad indemnification as follows:

As the residue of the consideration for the said sale the company shall undertake to pay satisfy discharge and fulfill all the debts liabilities contracts and engagements of the vendors in relation to the said plantations as from the First day of July one thousand nine hundred und fifty-eight and shall indemnify the vendors against all proceedings claims and demands in respect thereof.

32. The context of this indemnification is that the other ways for the estate of my grandfather to have been divided at that time would be either to have granted certain lands to each of his children to hold for themselves or, alternatively for all children to continue holding all lands as tenants in common. My grandfather and grandmother arranged to have all of the value of the company shared equally and any costs or liabilities or future matters associated with the business of the company or its shares also shared equally. This would mean that any costs which had to be incurred to arrange matters amongst the shareholders and creditors would be borne by the company so it was always to be the company's responsibility to pay all costs of sorting out, interpreting, or equalizing things among the 7 children. These indemnifications, obligations and benefits are continuing important factors to be considered and honoured as against the actions and omissions after incorporation of Kingsland Estates Limited. Simply put everything was to be shared equally and it has not.

33. By the time my grandfather and grandmother died the brothers, Eric Ashby Bentham Deane (also known as Erie Deane), Owen Basil Keith Deane (also known as Keith Deane) and Lee Deane, had taken control of the management of the corporation – Colin Deane had died earlier in 1982. My mother, who was not as versed in business matters as they were, if at all, tended to trust them and the board of directors to treat her fairly and equally in all matters related to the corporation and its lands. The reality was that fairness and equality were not maintained because my mother was misled about or kept out of important decisions.

34. As time has passed I have become more aware of some of the transactions undertaken by or with respect to the Company over the last fifty years and especially since my grandfather and grandmother passed away. I have begun an investigation into the company's affairs which is by no means complete or exhaustive.

35. I have become aware that my mother's brothers mentioned above actually helped themselves to lands owned by the company and sold off or otherwise disposed of some of these lands in a way that does not appear to have resulted in proper compensation being provided to the company. In addition by virtue of actions taken by the various defendants there have been transactions where lands have been frozen or expropriated in such a way that the company has been deprived of value that has accrued to or been converted to Defendants.

36. Lee Deane and Carlton Brathwaite were very good friends when Lee was alive. Carlton was also a businessman who had extensive dealings in Canada and during that period they set up a deal with a company called Key Homes (Barbados) Limited that seems to have then worked itself into another deal where approximately 185 acres of Kingsland Lands were sold at extremely low prices,

much lower than market value, to Key Homes and/or Ocala Limited which were owned or controlled by Lee Deane and Francis Deher. Immediately all or part of these lands were flipped to Intel (Barbados) Limited and other companies at a substantial profit. There has never been an accounting for the enormous profit that would be so generated and which should accrue to Kingsland.

37. Another company that has performed a similar flip transaction is Caribbean Commercial Trust. Leslie Haynes has been on the board and Lawrence Duprey who I have been told was a Canadian. This land or part of it was sold to Texaco.

38. By virtue of my own efforts I have been able to find some of the documents surrounding these transactions however there are many more documents that need to be sourced. This can be better accomplished in a proceeding in Ontario since the discovery process that is available in Courts in Ontario seems to be much more extensive than what is available in Barbados. I am advised by Mr. McKenzie and verily believe that all parties in a legal action in Ontario are required to deliver affidavits of documents which list and enclose copies of all relevant documents related to the issues in this action even if not in the present possession of a party.

39. By contrast it is my experience from a large number of attendances in Barbados Civil Courts in the last five years that the Court process in Barbados is such that there is very little document or oral discovery that takes place before trial. The Courts seldom permit cross-examinations to take place upon affidavits and the affidavits often become the only evidence used at trial. Productions of documents is selective and spotty and there is no similar obligation of full disclosure such that if a party does not know about a document and therefore makes no request it will not necessarily be produced even if it is relevant. In addition I have seen instances where lawyers argue based upon

alleged evidence which is not before the Courts on the basis that they will undertake to provide it later only to observe that they do not do so.

40. The conspiracy that is the subject matter of this action included a number of plans where defendants sought to and did eventually transfer the shares of Kingsland Estates Limited to themselves or others. A major example was one that I have named the Brown Bannister Plan because it involved the Defendant Graham Brown, a Canadian resident and the Defendant Glyne Bannister, a Barbadian businessman who lived in Canada. These two persons were backers and directing minds involved in an offer by S.B.G. Development Corporation (SBG) which, at one time, was poised to take control of Kingsland from Canada. This plan is noted to have been in existence at least by June 1st, 1990 according to a letter from David Simmons a copy of which is annexed hereto as exhibit "E".

41. Also involved was Peter Simmons, the brother of David Simmons who was an officer and director of SBG during all material times and in fact met with me to discuss aspects of this proposed transaction.

42. There is a continuing discussion about the extent of the persons who make up the group that was behind SBG. For instance see the letter annexed hereto as exhibit "F" to this affidavit which I obtained from a news publication called the Broad Street Journal. It reproduces a letter written to it by Iain Deane. He shows a version of facts relating to this action. Since he acted as executor for the estate of Colin Deane, one of the original shareholders of Kingsland Estates Limited, his version may very well be true and needs to be reviewed against the corporate documents and business records. Others may have other versions.

43. The following Defendants are located in Canada: - Thornbrook International Consultants Inc. - Graham Brown, G.S. Brown Associates Limited, G.S. Brown Associates Ltd., Phoenix Artists Management Limited, Commonwealth Construction Canada Ltd. and have all been active in the affairs of Kingsland Estates Limited. The majority reside in Ontario. I am advised by Mr. McKenzie that the solicitors for Thornbrook have advised that it has declared bankruptcy and accordingly it will be necessary to instigate proceedings in Ontario to allow this action to continue against the Defendant pursuant to the Bankruptcy and Insolvency Act which is a Canadian law. This application will have to be made in this Court because it would not be able to be instituted in a Barbados Court. Iain Deane resides in Canada and has been served there in other actions against him from Barbados and apparently he has lived at two or more locations in Toronto.

44. Commonwealth Construction, Inc. is said not to be a corporate entity but the information contained on a web site published by Veco is otherwise. Now shown to me and annexed hereto as exhibit "G" to this affidavit is a true copy of that published web page.

45. Around the time that the Brown Bannister Plan was ongoing a major business opportunity arose in Barbados when it was determined by the government that there was a need for a new jail. There had been rumours about this public project commencing as early as 2000 and it first came to my attention that the project was becoming a reality when I learned that a number of government representatives congregated on lands belonging to Kingsland Estates Limited for the apparent purpose of planning to build the jail there.

46. The meeting also came to the attention of my sister Jane Goddard who lives on an adjacent property. She memorialized the fact and date of the meeting when she wrote a letter to the then Attorney General, David Simmons.

47. This all occurred during the time when the Brown Bannister plan was continuing and the choice of Kingsland lands for the project would have meant that a substantial amount of money would be paid out of public funds to purchase or lease the land and benefit Kingsland or those that controlled it when the jail was eventually built there. This was a fabulous and substantial business opportunity. The choice of location of the jail was under the control of the then ruling party, the Barbados Labour Party, including David Simmons, Owen Seymour Arthur who were powerful forces in that party. By building the jail on the Kingsland lands there would be enormous profits for all as well including the shareholders of Kingsland Estates Limited and the backers of the Brown Bannister plan (including David and Peter Simmons and Philip Greaves).

48. Eventually when the Brown Bannister plan did not immediately come to fruition and the involved parties did not obtain control of Kingsland Estates Limited lands as early they had anticipated the construction of the jail was shifted to other lands and Kingsland was thereby deprived of a very profitable corporate opportunity which would have increased the value of the shares markedly or otherwise created significant value and cash flow for the company. The information, which came to my attention recently, is in a website which is reproduced as exhibit "H" to this affidavit.

49. This document shows that the Defendant Leonard Nurse, Chairman of Barbados National Terminal Company, was engaged in negotiations with VECO, an Alaska U.S.A. Corporation and its Canadian subsidiary, Commonwealth which is headquartered in British Columbia.

50. Press reports in the last two years have allowed me to gain knowledge regarding the progress of the jail plans that had apparently been originally been targeted for Kingsland lands.

51. Now shown to me and annexed hereto as exhibit "I" to this affidavit are true copies of press reports that I have gathered from the Nation newspaper as well as Web Sites for Veco, and Commonwealth.

52. Also attached as exhibit "J" are the copies of relevant news reports regarding illegal activities by Veco and Commonwealth which include mention of tape recordings of Mr. Allen, president of Veco, offering Pete Kott, speaker of the Alaska legislature the job of operating the jail that his companies are building in Barbados.

53. Veco conducts its business in Anchorage, Alaska which is approximately 6,646 kilometers in a northwesterly direction from Barrie, Ontario, while British Columbia is approximately 4,400 kilometers in a westerly direction from Barrie. There are no direct flight connections from either of those locations to Barbados and anyone traveling from those locations for Court Proceedings would travel through Toronto. The Toronto airport is approximately 97 kilometers from Barrie Ontario via superhighways 427 and 400 and the traveling time is approximately one hour. Orillia is one half hour further north.

54. The discovery process in this action will encompass numerous documents relevant to the construction of the jail and payment of funds to various people related to that project that are located in Canada or the United States. I expect that many payments made in connection with the jail contracts have been made outside of Barbados in Canada and the United States including other parties who were engaged in the construction of the jail as subcontractors not located in Barbados. I understand that Veco has recently sold some or all of its assets to CH2M Hill which is located in Denver, Colorado.

55. Despite searches I am not aware of any conflict of interest or transparency legislation that specifically prohibits Barbados public officials from profiting from personal involvement in government or government related contracts.

56. The Brown Bannister Plan included the Defendant David Simmons who was, at material times when the Barbados Labour Party was in power in Barbados, the Attorney General of Barbados and his cohort and relative Philip Greaves who, during the same period, was a sitting member of parliament for the opposition Democratic Labour Party. Philip Greaves had been Deputy Prime Minister at material times. (There are only two parties who have held virtually all the seats in the legislature with power shifting back and forth at various time since Barbados gained independence in 1966.)

57. On September 2nd, 1994 David Thompson, then the Minister of Finance in the Democratic Labour Party government granted numerous valuable concessions to the Brown Bannister group. Annexed hereto as exhibit "K" to this affidavit is a true copy of a newspaper article and picture showing Mr. Brown and Mr. Thompson signing documents in this regard.

58. I note that this occurred after one of the schemes of the Brown Bannister Plan, the first SBG deal, had already been declared defunct and it shows that the Brown Bannister Plan was still alive thereafter albeit the intention was apparently no longer to use the Simmons brothers and Philip Graves as the 'front' men. Shortly thereafter a new deal, fronted by other Barbadians, materialized and eventually it was discovered that the front was Classic Investments Limited controlled by Messrs. Cox and Shorey. I was advised by Peter Allard and verily believe that Richard Cox had advised him that David Shorey who may also be the same person identified herein as David C. Shorey or David Carmichael Shorey. Iain Deane advised me orally and by email and I verily believe that he went to David Shorey's residence and met with him and Richard Cox to negotiate the sale of his shares of Kingsland Estates Limited in or about 1998.

59. The fact that in 1994 Mr. Brown, a Canadian businessman who was doing the business deal along with Mr. Bannister in Barbados from his companies in Canada shows that the SBG deal, which by then was shown not to be closed, was just a vehicle for the Brown Bannister Plan.

60. At one point Mr. Bannister who was one of the Canadian backers of the Brown Bannister Plan along with Mr. Brown had called my sister, Jane Goddard, to emphasize and make it clear that the decisions regarding this matter were being made in Canada by he and Mr. Brown and that those representing SBG did not have the power or authority to make any decisions in the matter. This telephone conversation was related to me by Jane and I verily believe it to be true.

61. In 1998 David Thompson, then leader of the opposition Democratic Labor Party was shown in the Nation newspaper to acknowledge that, at a time when his party had been in power in 1993 he was minister of finance and he communicated with Peter Simmons, who was in 1998 High Commissioner to London regarding the proposed establishment of a golf course at Kingsland, Christ Church on lands owned by Kingsland Estates Limited. It relates that in 1993 Mr. Peter Simmons on behalf of S.B.G. Development Corporation had contacted the DLP government to express concern over delays in okaying the golf course project.

62. The newspaper account of this interaction is reproduced and annexed hereto as exhibit "L".

63. The letter reproduced with that article speaks of a "\$1 million" deposit being held by vendor's attorney which is to be contrasted with information given to my mother that the deposit had been \$200,000.00 and the discrepancy has never been explained. My mother received \$28,000 out of this sum although she was entitled to 1/7th. The letter also speaks of Kingsland Estates Limited's then failure to pay its workers which demonstrates that the company was being advertently impoverished in order to keep the value of its shares down until total control could be taken by those seeking to buy it. As stated elsewhere in this affidavit this is contemporaneous with some of the land expropriations that have been achieved where payment was long overdue but never forthcoming.

64. The letter from Mr. Simmons acknowledges what has been our concern all along that 'project hi-jackings' are par for the course in potentially profitable enterprises in Barbados and that around that time a "rival group" had "surreptitiously approached the vendors to 'back raise' Mr. Simmons's group.

65. By 1998 when this exchange occurred the BLP party had been elected as the governing party and Messrs. David Simmons, Peter Simmons and Owen Seymour Arthur were all in powerful positions to assist in seeing the project go forth.

66. Gittens Clyde Turney is a lawyer who is approximately 70 years of age and is a well known deal maker in Barbados. I have been advised by Peter Allard and verily believe that Mr. Turney had acted for his then client and was in the process of conducting the purchase the beachfront properties known as Spion Kop and Craigwell from Kingsland. I discovered that he also acted for a company called Andefan, which sued Kingsland Estates among others and he also acts for Classic Investments Limited and its directors. Messrs. Cox as well as Kingsland Estates Limited and its directors.

67. He has delivered an affidavit in this action where he purports to speak on behalf of Owen Seymour Arthur, the Prime Minister of Barbados, David Thompson the leader of the opposition party of Barbados, Elneth Kentish, a judge in Barbados and other defendants including former shareholders and directors of Kingsland Estates Limited. I am surprised because they appear to have conflicting interests. Elneth Kentish was a lawyer and director of Kingsland Estates Limited while Mr. Arthur and Mr. Simmons were charged with granting concessions and permissions to the company.

68. It has been my observation that Mr. Turney acts on two or more sides of a transaction in legal matters where it suits him to do so. There are apparently no laws or customs that prevents elected and public officials from acting in private transactions and businesses where they, as elected officials and often cabinet ministers, make the decisions as to contract terms, land use permissions and the like such that they can personally profit from those decisions. Mr. Turney is one of a group of persons who has knowledge of and is involved in these types of transactions as they apply to

Kingsland and his own position appears to put him in a conflict with those for whom he speaks.

69. At one point in the negotiations regarding Kingsland I met with Mr. Cox during a meeting arranged by Mr. Turney on the basis that it was to be without prejudice and off the record only to find him repeating the subject matter of our discussions in court in a sworn affidavit prepared by Mr. Turney.

70. Mr. Turney is the senior lawyer of the R.G. Mandeville & Co. law firm which is also a defendant herein because of its involvement with Kingsland Estates Limited. At material times the firm was comprised of Elneth Kentish (also a director of KEL and now a judge) Malcolm Deane (a director of KEL, lawyer for several shareholders of KEL) holds power of attorney for John Vere Evelyn Deane. I am not aware that this law firm has ever declared that it has a conflict about any of the proceedings or transactions regarding Kingsland Estates Limited.

71. At all material times R.G. Mandeville & Co. has also acted for Classic Investments Limited and/or the Cox Defendants who were the purchasers of the issued shares of Kingsland Estates Limited that diluted my mother's shareholdings. The issue price of those shares was very low compared to their true value. This behaviour was consistent with a statement made to my sister and I by Richard Cox in 1998 that eventually the shares owned by my mother would be diluted or manipulated until they were valueless. I note that there is no director's resolution authorizing the issuance of shares that shows that there was any valuation done before the shares were issued and, in any event, none were ever offered to my mother.

72. At one point my mother, Marjorie Knox, had signed her name to accept an offer to sell her shares in Kingsland Estates Limited to SBG. She did that upon the advice she received that if she did not it was the intention of the other shareholders to cause the transfer of all the lands of Kingsland to another company and effectively strip away all of the value of her shares. She was frightened and intimidated by this advice and the pressures exerted upon her by her siblings and certainly had no insight or information into the true value of her shares or the lands. Subsequent events have shown that at that time no one among the directors, officers, or any representatives of the company or its advisors had done even the most rudimentary work in evaluating or otherwise determining the true values. My mother told me, and I verily believe, that she had, around the same time, been threatened with eviction by her brother Eric Ashby Bentham Deane.

73. From my own experience it is inconceivable to me that anyone could reasonably expect that justice regarding the subject matter of this action could be seen to be done in Barbados. With the chief justice and at least one judge of the Supreme Court of Barbados as parties – they are not being sued as judges but rather for their dealings as private citizens - I do not believe that any objective observer would be able to be confident that another judge in the Barbados Court system could ignore the knowledge that they were sitting in judgement of a fellow judge and also another fellow judge who is their boss by virtue of being Chief Justice.

74. I have been advised and verily believe that recently the appeal procedure for Barbados courts has been changed. No longer is it possible to appeal from a judgement of the Barbados Court of Appeal to the Judicial Committee of the Privy Council in matters related to civil law. As of 2005 such appeals are to be made to the Carribean Court of Justice (CCJ). This Court was constituted in great part as a result of

the efforts of David Simmons.

75. It is not clear why the decision was made to give up the opportunity to allow litigants to appeal from Barbados Court to England; however, it may have been in part that the Privy Council had, in the past, issued reasons after hearing appeals from Barbados that included discussion of the facilities of the Barbados Courts.

76. The lack of transcripts in Court matters is a concern in Barbados. Trials are often heard during half day hearings which are convened sporadically or over a lengthy period of time and subsequently without a transcript there is no accurate recollection of what happened at prior proceedings.

77. I was a keen observer of the events in the Ronda Juman case which were posted on the website: JusticeBMine. I am aware that these are only hearsay at this point however the report was quite thorough and well documented so that it had at least a degree of reliability that I believe the comments made about the court proceedings should be investigated as they are relevant to the issues raised in the motions regarding the jurisdiction of this Court. The report stated that when the Director of Public Prosecutions, Charles Leacock, attended to testify in the matter regarding the raid by the police upon the premises occupied by Ronda Juman as tenant which were owned by Mr. Leacock's company as landlord, the record of his testimony as noted by the Judge – there was no court reporter was edited by the Judge. This was all done in the absence of Ms. Juman's lawyer.

78. Heavy court backlogs and other issues with the Barbados judicial system and police force have also been the subject matter of negative comment in various reports by the US Department of State. Now shown to me and annexed hereto as exhibit "M" to this affidavit is a true copy of one of these reports.

79. In or around 2004 it came to my attention that the bank account which my mother had with First Caribbean International Bank (FCIB) had been altered in a material way. For many years my mother's bank statements had been addressed to her at her Post Office Box 88, Welches Road Post Office, St. Michael. Suddenly the statements began to show her as T/A i.e. trading as Kingsland Estate Limited, Bannatyne, Christ Church. When my sister wrote for an explanation – the letter is attached hereto as exhibit "N" - she was advised that this had occurred by a clerical error however the alleged error was not explained. I note that this change was made at a time when the interaction between Kingsland and FCIB included negotiations among, Classic, FCIB and Messrs. Cox and it appears that resulted in my mother's affairs becoming intertwined with those matters.

80. I have found in my searches that the land registry system and corporate registry system in Barbados are not always up to date or accurate. On numerous occasions I have attended there to search for documents that should evidence the ownership of Kingsland lands or charges or encumbrances or related transactions only to find that some documents are missing or have been removed.

81. The expropriation of land in Barbados is governed by the Land Acquisition Act. I note that all compulsory acquisition of land can only be achieved if it has been approved by the government cabinet after receiving a report from the Town and Country Planning Department. Accordingly with respect to all evidence given below regarding expropriations I verily believe that the fact and details of the procedures that led to deceit with respect to the non-payment by the government for the expropriated lands and the subsequent misleading of the Courts was directly or indirectly known by many of the Defendants involved in the Kingsland matter.

82. Owen Arthur has overriding authority to grant permissions with respect to any lands in Barbados.

83. I have a similar concern about not being able to identify or find Court files in Barbados that are related to matters involving my mother and/or Kingsland because searches of which I am aware have shown documents not to be located.

84. Now shown to me and annexed hereto as exhibit "O" is a true copy of an exchange of emails with the lawyer in Barbados, Alair Shepherd. He had been asked to locate three files in the Court that relate to Kingsland Estates Limited, its shareholders or directors and the properties it owns.

85. This indicates that two of the court files requested cannot be found by the Court and the other two have never been provided to Mr. Shepherd.

86. I have attended many court proceedings in the matter of the earlier action involving my mother. There are no facilities available to obtain transcripts of court proceedings. This often leads to misunderstandings, of what was said in court, or even worse when assertions are made by counsel who make statements purporting to quote or rely on evidence which is not in the pleadings which have been filed and when called upon these misstatements, or later required to back them up, counsel often ignore those requests or deny that the statements were made.

87. On one occasion the lawyer for Marjorie Knox did go to the trouble and expense of bringing his own reporter, for which my mother paid. During those proceedings opposing counsel was presenting argument and made a statement purporting to rely on evidence which was not filed with the court. This was regarding a material point that was being made during argument and, in my opinion, was important in the ultimate consideration that was made by the Court.

88. When called upon this the lawyer, Mr. Leslie Haynes (who was assisted throughout by co-counsel Gittens Clyde Turney who was also in attendance) gave an undertaking to the Court to provide the evidence later. Despite a written request by my mother's lawyer, Mr. Shepherd, that this evidence be produced it has never arrived and, in my opinion, does not exist. Notwithstanding this omission the Court went on to make a decision supported by this type of non-evidence.

89. This is not the first time that I have seen this type of behaviour and it has recently come to my attention that this type of action being misstatements, cover ups, or suppression of available facts has been part of the conspiracy.

90. In an earlier preliminary court application in Barbados regarding the company and actions taken by directors and shareholders an important consideration was as to values and the absence of audited statements to allow shareholders to evaluate their own positions.

91. An important point arose during the proceedings relating to the history and especially the financial status of Kingsland in the years preceding the action. No evidence was filed with the Courts as to the financial status nor was there any evidence as to why audited financial statements had not been prepared by the company as is required pursuant to the Barbados Companies Act.

92. During these proceedings there were a number of parties and they were represented in the Barbados Courts by the counsel including Clyde Turney and Leslie Haynes. At the time David Simmons was still Attorney General of Barbados and would also have been knowledgeable along with others as to the proceedings since it also related to matters which I have discussed elsewhere involving cabinet meetings and expropriated lands for which Kingsland had never obtained compensation.

93. At the court hearing, a motion, which, in the Barbados tradition was conducted entirely based upon affidavit evidence which I now believe was incomplete due to lack of disclosure by the respondents, it is my recollection that counsel, including Clyde Turney, made representations to the Court that the reason why the company was unable to provide financial information or audited financial statements was because the company was impecunious and had been so for many years.

94. These were representations made by counsel for the respondents upon which they intended the Court to rely in making its decision and it did rely on them when Justice Greenidge ruled that the company was impecunious and therefore that was a valid excuse for failure to prepare and file audited financial statements as required by law. The eventual business result of these findings was that Classic Investments Limited, a company with less than BDS\$1,000,000 (one millions Barbados dollars) in assets was able to acquire 6/7 of the issued shares of Kingsland Estates Limited, a company that may be worth BDS2,000,000,000. (two billion Barbados dollars).

95. No sooner had Classic acquired shares from shareholders other than my mother than it installed its own directors Mr. Richard Cox and his sons Alan and Gerard. They then used the assets of Kingsland as security for a large loan (BDS\$15,000,000) to Classic and those funds were then used

to pay, at least in part, for Kingland's shares and also purchase a Kingsland mortgage from the defendant BACT so that suddenly Classic had complete control over the assets of Kingsland and it has since proceeded to start selling them.

96. This result would not have occurred if the Court had been told the truth about Kingsland i.e. that it was only impecunious because of actions of the Defendants who had been Directors of Kingsland Estates Limited and probably others in failing to act in the best interests of the company. Because of these failures and even though there was no evidence to support the allegations of impecuniosity the Court overlooked an important consideration in the determination of value.

97. Indeed the finding of fact regarding impecuniosity that was relied upon at the appeal before the Court was not accurate. It had been based only on representations by counsel for the various parties other than my mother who had no information (audited statements having never been provided) to determine the financial status of the corporation. It is not clear if they knowingly misled the Court by not clarifying, as a barrister should, that this was information of which they had been advised but could not validate because there was no evidence or whether they believed it to be true because of information which they received which had not been provided to the Court.

98. However, the information about impecuniosity, upon reflection by the barristers, must have been questionable since there is no indication that any of them had reviewed or had access to the corporate bank accounts or financial records and the bookkeeper or other record keeper for the corporation had not been consulted to my knowledge. It is not clear why such questionable information might have been communicated orally to the court by the barristers when they knew that they could not be sure it was true nor when they knew it was a very important factor in the determination of issues before the Court.

99. In fact the information about impecuniosity was not true. Those connected directly with Kingsland Estates Limited affairs had suppressed or avoided disclosing information that the Government was ready willing and eager to pay some Bds. \$22,000,000 to Kingsland Estates Limited as compensation for various lands which had been expropriated as early as 1990. They had avoided and caused the company not to receive payment of even part of these monies. They had also not closed an important deal whereby Classic was obligated by contract to purchase lands owned by Kingsland and which would have provided substantial funds to Kingsland. In summary then the information regarding impecuniosity was not true and, if that indeed was the state of the company, it had been engineered by the Defendants to their advantage.

100. If the Court had known that Kingsland was not impecunious, a material fact in the Court decisions, and that the respondents in that case had suppressed or misstated the truth then the present state of affairs would have been entirely different and the shares of Kingsland would not be in the hands of Classic and would still have substantial value. The facts were effectively perverted so that Classic could appear to be a saviour of impecunious Kingsland Estates Limited by taking it over in a situation where it used Kingsland's own assets as security to pay for the shares which had been suppressed.

101. The reason that the Court did not know that Kingsland was not or should not have been represented as impecunious i.e. that there were substantial funds available owing and to be paid to Kingsland which were readily available, was because that information was suppressed or covered up.

102. Since that time I have learned that a representative of the government, the Defendant Lionel Nurse, has advised that there have been funds in the amount of at least Bds \$22,000,000 available to pay to the company in compensation for lands which have been compulsorily acquired during the period 1990 to 2000. Annexed hereto as exhibit "P" is a true copy of a letter written by the Canadian High Commissioner to Mr. Sean Moore, a lawyer who made inquiries in this regard. It confirms that these monies were available to the company.

103. Evidence which has been made available to me shows that recently one of the properties owned by Kingsland, called Spion Kop and Craigwell, a two acre beachfront parcel has been evaluated at BDS\$11,000,000 and recently sold for BDS\$12,000,000. When added to the aforementioned BDS\$22,000,000 for a total of BDS\$33,000,000 that is but a portion of the value of Kingsland's assets given that it also owns another 1000 odd acres. I contrast this with my information that Classic made a deal with some shareholders to buy 6/7 of the outstanding shares of the company for BDS\$5,142,600.00 (i.e. 6 x 28,570 x \$30 per share) and therefore have concluded that something is amiss and there are undisclosed matters of consideration and special side deals that are designed to artificially reduce the value of Kingsland's shares while benefiting the Defendants.

104. In confirmation my sister, Jane Goddard, has been in contact with Mrs. Field-Gray, Chief Legal Officer, Ministry of Housing and Lands, who has advised that the government had contacted representatives of Kingsland Estates Limited repeatedly regarding its wish to pay these funds to the company and had contacted representatives of the company in an attempt to do so but had been ignored or rebuffed. My mother's letter to Chief Legal Officer Field-Gray confirms that expropriation money was available and never sought after by officers and directors of KEL when it should have been. This letter is annexed hereto as exhibit "Q".

105. To date no reason has ever been given why these funds should not have been paid promptly after the expropriations took place. It is now clear that those concerned with this matter, including members of government cabinet, lawyers, and officers and directors of the company were all aware of the expropriations and the facts that substantial sums should have been paid to the company and that it could therefore not possibly have been impecunious that there has been a substantial and advertent misleading of the courts that even to date has not been rectified. I can only conclude that the failure to allow auditors to review the corporate accounts and make inquiries was advertent and intended to avoid inquiries that would have been made as to the fate and accounting for these funds and to foster an artificial situation that benefited some at the expense of Kingsland Estates Limited and its shareholders.

106. Even if my conclusion is not accurate there remains the question of why the government, the lawyers, and those who ran the company chose not to make the court aware that the finding of impecuniosity was not warranted and why the funds were not paid promptly and fully. If they had then the series of events that led up to the apparent decision by the board of directors that Classic was a desirable shareholder would undoubtedly have been different since it would have been based, at least in part, on the alleged financial status of the corporation which is now known to have been inaccurate.

107. As for matters related to conflict of interest and an appearance of justice in Barbados I am aware of a recent case wherein David Simmons acted for a person who instituted an action against the government in a matter relating to termination of his employment. 13 years later the matter was decided the Court of Appeal and David Simmons, who by now had achieved the position of Chief

Justice of Barbados recently delivered the judgement. In effect he delivered judgement in a case where he had previously represented one of the parties.

108. Over the years that I have lived in Barbados I have observed that many Canadians, indeed many Canadian companies have offices or headquarters in Barbados and there is a regular flow of people and trade between the two countries. There are treaties between the countries regarding foreign investment and tax which form the basis of significant investment by Canadians in Barbados. There have been reports, which I verily believe, that businessmen, government officials and cabinet ministers travel to Canada to conduct their business. I believe that Barbados's Bankruptcy and Corporate statutes are modeled after the laws of Canada.

109. In the December 17, 2000 Nation newspaper, an item appeared describing how David Simmons, then Attorney General of Barbados, had led a legal team that traveled to Canada to negotiate a settlement with a Canadian company Carsicot Scothalls Ltd.

110. I have since reviewed the matter by finding and reproducing the news reports that were contained in Canadian Newspapers and one Barbados publication, the Broad Street Journal. They are reproduced as exhibit "R" hereto.

111. I have been advised that when contacted, the owner of Carsicot, Nitin Amersey, will state that at the time he had been trying to litigate the dispute in the Courts of Barbados and found that there were incessant and needless delays and that a number of adjournments were claimed on the basis that suddenly the Governor General had left the country and therefore the Attorney General had taken over interim responsibility for his duties and could not attend court. He had tried to obtain

official records to validate this claim but they were never forthcoming. The article confirming the settlement in a Barbados newspaper is reproduced herein as exhibit "S".

112. It seems that at another time Canadian individuals were engaged in negotiations relating to purchase of lands or shares of Kingsland Estates Limited. Latitude Golf Development Ltd, later renamed Golf Barbados Inc. was involved. Its directors were Glyne Bannister, Graham Brown, Brian Turner and Denys Laurence.

113. Now shown to me and annexed hereto as exhibit "T" to this affidavit is a memorandum and letter from the Canadian law firm of Devry, Smith & Frank (William Smith) dated July 28, 1993 to lawyers Armstrong, (Cottle Catford) and Jemmott (Chancery Chambers). Exhibit "T" includes a second memorandum re GBI Golf (Barbados) Inc. regarding its purchase of lands from various companies including Staple Grove Estates Limited, Ridge Limited, and Kingsland Estates Limited.

114 I have noted elsewhere in this affidavit that Mr. Brown was a Canadian and Mr. Bannister, a Barbadian, was residing and doing business in Canada. I believe that to be the case with Mr. Turner as well. Latitude Golf Development Ltd. was once to be the vehicle by which assets were to be stripped out of Kingsland. An attempt was made in 1992 to transfer all of the assets out of KEL to Latitude Golf Development Ltd. My sister wrote a letter to my mother's lawyer about this on October 1st, 1992 a copy of which is annexed hereto as exhibit "U".

115. There is no reason to accept that there are more documents involved regarding this case in

Barbados than in Canada and since the negotiations were often between Canada and Barbados it is likely that most of the documents are in both places.

116. Any documents regarding land use, registry, or corporations should be stored and readily available for production by the government offices involved.

117. A major part of the genesis of this part of the ongoing transaction was undertaken in Canada. Glyne Bannister, a Barbadian who was a principal of SBG and probably other aspects of the transaction was in Canada during the material times involved and remained involved with transactions from Canada. Exhibit "U" referred to above further shows that Mr. Bannister was dealing with my sister, Jane Goddard, from Canada.

118. I would go further and state that one paragraph in that letter which I am informed by Jane Goddard and verily believe to have been said by Mr. Bannister shows that the 'center of gravity' of the transaction was in Canada and those in Barbados were not always involved in all the details of the transaction. It states as follows:

"6. On the matter of our meeting with Mr. Peter Simmons on the 29th. at Mum's home Mr. Bannister said that Mr. Simmons was not in a position to make any arrangements with us everything was decided by the Canadian partners who knew the plans...."

119. In late 1998 and early 1999 my mother had offered to alleviate the debt burden that was

being imposed by BACT which included them starting an action to collect on the debt, by buying the debt outright. This was defeated and at the time led me to the conclusion that BACT had ulterior motives. Otherwise, why would it not agree to be paid out in full if it were not that private interests, possibly in conflict with BACT's own interests, were intent on controlling the disposition of Kingsland lands to their own advantage and excluding my mother from taking over the debt which would have given her some say in and control over events.

120. According to my investigations and those of a title searcher there are a number of transactions of Kingsland which have taken place where there was a divestiture of land that either has not been reported or properly recorded in the books of Kingsland and which appear to be flips of lands at artificially low prices. There should be records of directors meetings approving these deals and verifying that full market value was being paid and identifying commissions or side deals, if any, in order to show that the directors satisfied their fiduciary duties and also that Kingsland, and not some other entity, got all of the money.

121. Based on the evidence I have been able to access from the registry office and Town and Country Planning office, it is evident that there were agreements regarding transfers of land from Kingsland to others but I have no access to these and I see no mention of them in the audited financials which we have received in the past and which were prepared by PWC.

122. Audited Statements had not been produced by Kingsland between 1993 and 2005. It was alleged for a time that this was due to impecuniosity but, as I have discussed above, this impecuniosity was feigned or orchestrated and not true.

123. Later I was advised that when Kingsland had diluted my mother's shareholdings by issuing shares that this was done because the funds were going to be used to fund the creation of audited statements. That was in July of 2005 and yet audited statements were not produced. Eventually as a result of a court application by my mother Kingsland was forced to prepare audited statements in or about September 2006 for the year ending June 30, 2005. These statements were not complete and were deficient because they failed to mention a number of receivables or properly document transactions with Classic. Also the auditors pointed out that the company had failed to carry out its recommendation that the lands be evaluated.

124. Many suspicious transactions have occurred since the end of the period for which those audited statements were issued i.e to the June 30th 2005 year end. Subsequent audited statements are overdue and we have had numerous letters written to the company to insist on receiving audited statements for the June 2006 and 2007 year ends but these have been ignored and no AGM for Kingsland has been convened for those years.

125. David Shorey and Richard Cox are partners and co-venturers. At a time when the SBG deal seemed to be foundering they found a way to take over the bidding process for Kingsland and put in an offer that in form and substance was identical to the SBG offer with the exception of the consideration to be paid. Once again virtually no disclosure was made available to my mother and the bona fides of the offer, financial backing, and other related information were not updated from when the Canadian financing had been behind the former offer.

126. In or about 1997 Kingsland contracted to sell a parcel of land at Hanson Plantation to

Classic. This was agricultural land and, according to the land use laws in Barbados, this type of land can only be used for agriculture and accordingly has a much lower market value than lands which have received 'permissions' i.e. land use changes granted by government agencies to allow development whether residential, commercial, or industrial. When one obtains permissions for a parcel of land which had been agricultural the market value of the land increases by upwards of 20 times automatically.

127. This Classic-Kingsland deal was set up to transfer the increase in value of the land from the obtaining of permissions to Classic. This was accomplished by an agreement that Classic could purchase the land at pre-permissions or agricultural prices but that it would not have to close until Kingsland was able to obtain permissions. Therefore the lands were 'frozen in time' in that Classic was guaranteed that it could pay low market value for agricultural lands but not have to pay any money until much later when land values would have risen and the permissions had been obtained. No provision was made for any increase in market value in Kingsland's accounts between agreement date and the eventual closing date and in fact even though Classic was free to close the deal as early as 2003 it did not do so until it obtained control of the shares of Kingsland and had obtained financing from FCIB for Classic by mortgaging other Kingsland lands.

128. A similar transaction happened with Keble Worrell whose directors included the Defendant Elneth Kentish. I have seen some evidence that these are not the only such transactions and they seem to be the coming to fruition of the Brown Bannister plan.

129. It therefore appears that money raised from Kingsland's assets was to purchase these lands from Kingsland at the low prices it had negotiated in 1990. The result is that Kingsland has seen its own assets used to fund the purchase of lands by Classic at low prices set in 1990 and now Classic has the full benefit of the increase in value of at least 2000% while Kingsland gets none of that profitable venture.

130. And it is not as if Classic adds any value to the lands. It is not a developer but simply intends to now sell the lands at their new high value and I am not aware that any consideration has been given for seeing Kingsland realize any of the gain.

131. Mr. Turney's affidavit mentions the Andefan mortgage which is not relevant to this motion; however, in response I will say that the discharge of that mortgage has not been signed by my mother. The court proceedings that took place were mostly about the calculation of the amount owing to her. She has never been paid the money that is owing to her.

132. There have been a large number of valuations of the lands of Kingsland including that which was apparently prepared, published, and supported by the British High Commission in Barbados and published and intended to be made available throughout the world including North America and England.

133. Previously annexed hereto as exhibit "D" is the Project Report that was published in this manner on the internet and which shows that the value of the project was projected at

US\$800,000,000. There is no reason why all of this value is not available to be accrued to Kingsland itself if the company is viewed at its highest value where all land permissions are available.

134. I have said that the lands owned by Kingsland Estates Limited were once approximately 1200 acres and more recently 1000 acres. There has never been a satisfactory explanation or accounting for the 200 acres of lands that appear to have been transferred and certainly I have never seen any acknowledgement or explanation in any records or audited or unauthorized financial statements as to the proceeds of sale or the identity of the grantor.

135. The affidavit from the representative of Price Waterhouse Coopers introduces a name I have never heard of in relation to Kingsland. All of the correspondence I have seen from and to that accounting firm does not mention this name. My preliminary research leads me to believe that the Price Waterhouse Coopers that Kingsland deals with in Barbados is a unit of Price Waterhouse International that is headquartered in New York City and evidence of that relationship and the standards and interaction that apply as between New York and Barbados will be elicited and relied on during the trial of this matter. Much of that evidence i.e. with respect to audit standards, protocols, and overriding considerations will be located in the state of New York. I would expect that representatives of Price Waterhouse Coopers from Barbados receive their training at least in part outside of Barbados and that they travel to the U.S.A. and Canada regularly to carry out their business and obtain further training.

136. One problem with trying to obtain justice through the Courts of Barbados is the matter of

delay and unfinished business. Anecdotal evidence of which I am aware regarding cases never coming to conclusion by virtue of being adjourned regularly, reserve judgements that are never delivered, and generally a feeling by some litigants that they are not been fairly dealt with led me to make inquiries of my mother's lawyer who is a senior and experienced barrister in Barbados.

137. He advised me, and I verily believe that the facilities for administering and hearing cases in the Supreme Court in Barbados are not sufficient and that often leads to the necessity of adjournments and postponements of cases that ultimately take too long to be resolved. He showed me letters which demonstrate that there are a number of cases in which he has been involved where there are reserve judgements outstanding. Since this is a sampling of cases from one of many lawyers in Barbados I can only expect that if all cases were reviewed the actual number will be much higher. Whether these have been postponed, stalled, or buried due to lack of resources or because persons who have influence over the judges wish it so I cannot tell but it is clear that one cannot expect a prompt and fair adjudication of a civil legal action in Barbados.

138. Mr. David Simmons, as Chief Justice, has appeared as judge in the first instance to hear matters in the Supreme Court and also sits on the Court of Appeal. He takes part in the allocation of judges' schedules.

139. Judges in Barbados are appointed by the Governor General with the approval of Prime Minister and compensated by payment of a salary paid by the government and also are given tax free use of a luxury car such as a BMW or Mercedes Benz. Since, in Barbados, there are substantial duties assessed against the import of vehicles which almost double the price of the cars which would

otherwise be paid the use of the car is a substantial benefit.

140. For these reasons I am of the view that that the adjudication of this case in Barbados Court would not have the appearance that it was not being adjudicated in a way that satisfied a test that justice must be seen to be done.

141. With respect to the issue of whether the judicial and court resources exist in Barbados to be able to hear a case of this complexity with this many parties I can say that I am sufficiently familiar with the judicial system to note that hearings of matters which involve only one or two parties or parties are often delayed when courtroom space is not available or sufficient courtroom staff are not available to conduct a hearing. There is only one courthouse in Barbados on Coleridge Street in Bridgetown and it has several courtrooms, only one of which is possibly big enough to accommodate a trial which will require quite a few lawyers, a substantial amount of documents, and because that courtroom is used to hear appeals as well as criminal jury trials there will be too many demands to expect that a trial which will take several months and should be tried with no intervening delays will be completed expeditiously or in a reasonable period of time once it has started.

142. As further evidence of this lack of resources I am aware of a number of cases where the hearing took place as far back as 1980 because I heard the case being called recently.

143. There are no standards of which I am aware that require a judge to deliver a judgement within a specific time so that there are a number of matters where decisions are delayed and sometimes not delivered at all. There is a report of a case called Caribbean Commercial Bank vs. Phillips etc. case where one of the parties actually had to bring a motion under the Constitution of Barbados to force the Justice Greenside to render a judgement. It was successful and ended in him giving the long awaited judgement but surely litigants ought not to have to go to these extremes to obtain justice.

144. In fact in a case where I was present the judges of the Court of Appeal expressed disapproval with the behaviour of the Registrar and the Court below for taking so long to produce a written decision that was under appeal which ultimately delayed the appeal.

145. Another case has caused me concern as to whether the Courts in Barbados may have given advantage to one of the Defendants herein. My mother had applied to the Court for an order that Eric Iain Stewart Deane, the executor of the estate of Colin Deane, account for the estate and finalize the distribution. I have seen no written decision to this date.

146. Between Jane and I, we spoke and corresponded with Stephen Sayers of Coopers and Lybrand (later Price Waterhouse Coopers) who told us he had done the bulk of the work for the auditors regarding Kingsland. Neither of us have any knowledge that Marcus Hatch has had anything to do with Kingsland and Stephen Sayers is the person who should be cross-examined.

SWORN BEFORE ME at the City)

of ~~Hollywood~~ *Miami*....., in the)

State of Florida)

this ... *12*th..... day of)

November..... 2007)

John Knox

John Knox

(signed by:)

(Name:
A Notary Public in and for the

Province of Ontario, Canada