## ONTARIO SUPERIOR COURT OF JUSTICE

MD/vk

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

1		Kingsland, that has been prepared by this
2		gentleman's firm, says
3		PricewaterhouseCoopers East Caribbean Firm
4		MR. RANKING: I am not prepared to
5		accept that.
6	14.	MR. McKENZIE: Okay.
7		MR. RANKING: I am prepared to accept
8		that there are documents that may not
9		include the full legal name of the
10		partnership.
11	15.	MR. McKENZIE: Let's do them one at a
12		time.
13		MR. RANKING: Well, can you help me as
14		to what turns on this?
15	16.	MR. McKENZIE: I am cross-examining on
16		an affidavit where the gentleman is saying
17		something that doesn't appear to be right.
18		MR. RANKING: Well, can you tell me
19		where the inconsistency is, because I
20		haven't heard anything yet that is in your
21		question that has elicited an
22		inconsistency. Let me make myself clear,
23		Mr. Hatch has indicated in his affidavit
24		the proper legal name of the Barbadian
25		partnership.

1	17.	MR. McKENZIE: Right.
2		MR. RANKING: You have put to him that
3		that proper legal name isn't on the
4		engagement letter with Kingsland. We
5		accept that fact, but if there are other
6		documents which may not have the full legal
7		name, which we haven't seen, but if you are
8		telling us that don't have a legal name, we
9		are prepared to accept that as well. But
10		it does not affect in one bit, or to one
11		iota, the sworn evidence as to the legal
12		entity that is the partnership, and the
13		partnership name that is set forth in
14		paragraph 1 of Mr. Hatch's affidavit.
15	18.	MR. McKENZIE: So you are prepared to
16		agree, and, again, don't say anything until
17		counsel and I have worked this out, that
18		there is no document that has been given to
19		Kingsland Estates Limited by
20		PricewaterhouseCoopers that says
21		PricewaterhouseCoopers is really
22		PricewaterhouseCoopers East Caribbean Firm?
23		MR. RANKING: I am not prepared to give
24		that admission, because it is not a fair
25		one having regard to the breadth of your