

THIS INDENTURE made the Nineteenth day of July in the year of our Lord one thousand eight hundred and eighty^{eight} BETWEEN Jeremiah Hinson of Spanish Point in Pembroke Parish in the Islands of Bermuda Fisherman of the one part and WILLIAM BROWN of Pembroke Parish aforesaid Stonecutter of the other part WITNESSETH that for divers good considerations him thereunto moving HE the said Jeremiah Hinson DOTH hereby GIVE grant and release unto the said William Brown his heirs and assigns ALL THAT certain Parcel of Land situate and being at Spanish Point in Pembroke Parish in the Islands of Bermuda BOUNDED on the North by land formerly of Peter Tucker deceased and now in the occupation or possession of Richard Henry Duerden on the South by land of Richard Shaw Wood on the East by land formerly of the said Peter Tucker and devised by him to Julia Smith and on the West the Sea OR HOWEVER OTHERWISE the said Parcel of land may be bounded or ought to be described TOGETHER WITH the Cottage thereon erected and all other houses outhouses buildings yards tanks gardens enclosures trees walls bays wharves ways (and especially a right of way three feet wide to and from the parcel of land hereby granted and released over and across the Northern part of the land devised by the said Peter Tucker to the said Julia Smith from and to the public road on the East running from the Main Spanish Point Road to the land of Richard Shaw Wood) light liberties privileges and easements to the said parcel of land belonging or with the same held used occupied or enjoyed as parcel thereof or appurtenant thereto TO HAVE AND TO HOLD the said parcel of land Cottage and hereditaments UNTO and to THE USE of the said William Brown his heirs and assigns forever BUT SUBJECT NEVERTHELESS to a perpetual right of way three feet wide to and from the Sea over and across the most Northern part of the said parcel of land from and to the land devised by the said Peter Tucker to the said Julia Smith SUBJECT ALSO to an estate for life in the said parcel of land Cottage and hereditaments of the said Jeremiah Hinson without impeachment for waste SUBJECT ALSO to and CHARGED WITH the payment of the funeral expenses of the said Jeremiah Hinson and SUBJECT LASTLY to a power of revocation hereby expressly reserved to the said Jeremiah Hinson to revoke the gift hereinbefore contained by a Deed signed sealed and delivered by him in the presence of and attested by two credible witnesses and deposited in the Secretary's office of the said Islands within one month after its execution to be recorded notice of such revocation to be given at once to the said William Brown his heirs executors administrators or assigns PROVIDED ALWAYS that if the

Exhibit A

said Jeremiah Hinson shall at any time exercise the power of revocation hereinbefore reserved to him he the said Jeremiah Hinson his heirs executors or administrators shall repay to the said William Brown his heirs executors administrators or assigns all such sums of money (if any) as shall be advanced by him or them to or on account of the said Jeremiah Hinson and shall also pay to the said William Brown his heirs executors administrators or assigns a reasonable sum as compensation for any services which shall be rendered by him or them to or on account of the said Jeremiah Hinson IN WITNESS WHEREOF the parties to these presents have hereunto set their hands and seals the day and year first above written.

Jeremiah Hinson
his
X
Mark

(L.S.)

(L.S.)

Signed sealed and delivered by the within named Jeremiah Hinson in the presence of us (having been previously read over and explained to him).

James N. Calder.

E. C. Jackson.

RECORDED: 26th. June, 1933.

W. Norman Parker
REGISTRAR GENERAL.

*Received
A. H. Smith
1. 11. 33*

Exhibit B

Sketch Plan of a Portion of Land
in Spanish Point. Pembroke Parish,
Bermuda.
Scale 1" = 40'.

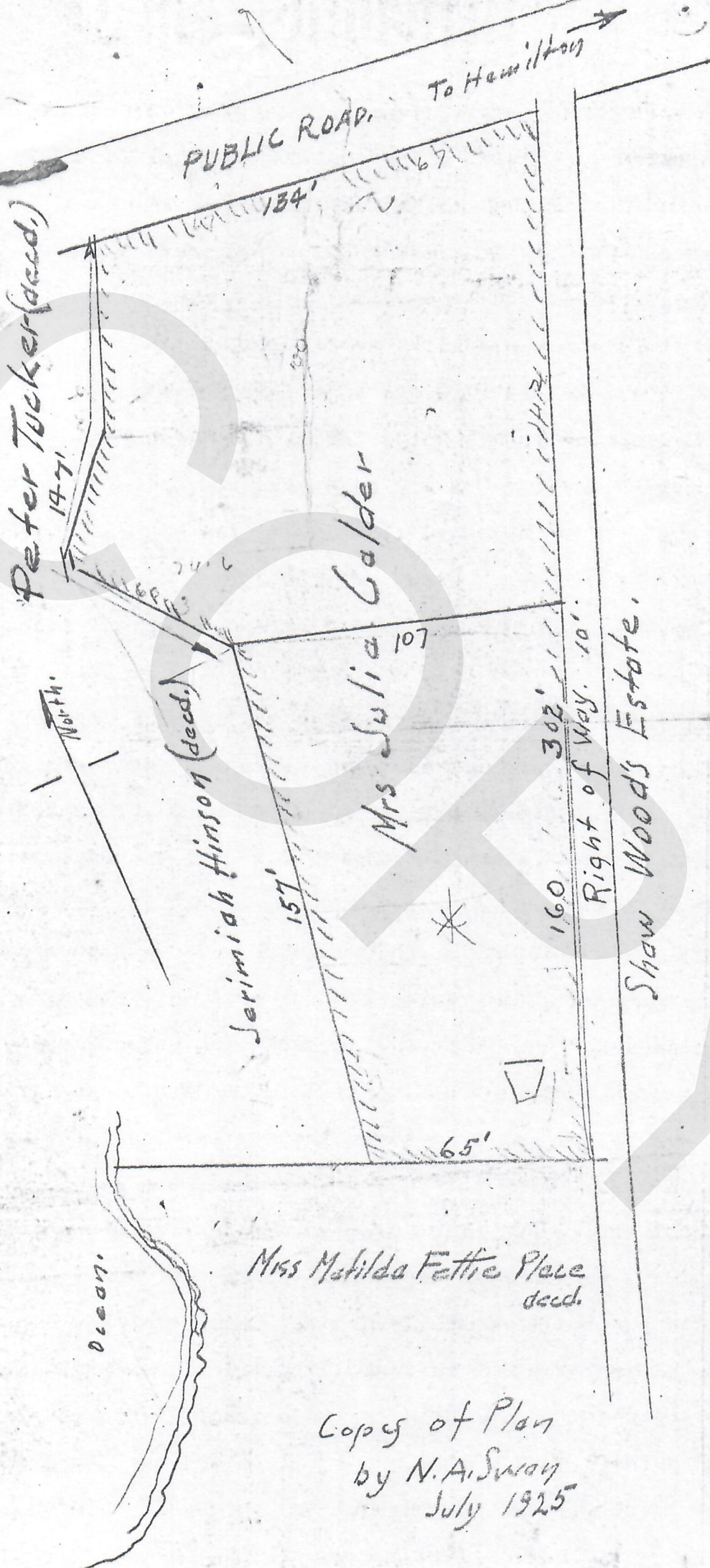


Exhibit B

Certified as a true copy
of the original deed
dated 31st August 1934
Registered in Book Vol. Conveyance No. 3
on 1st Sept 1934.
Bancroft.

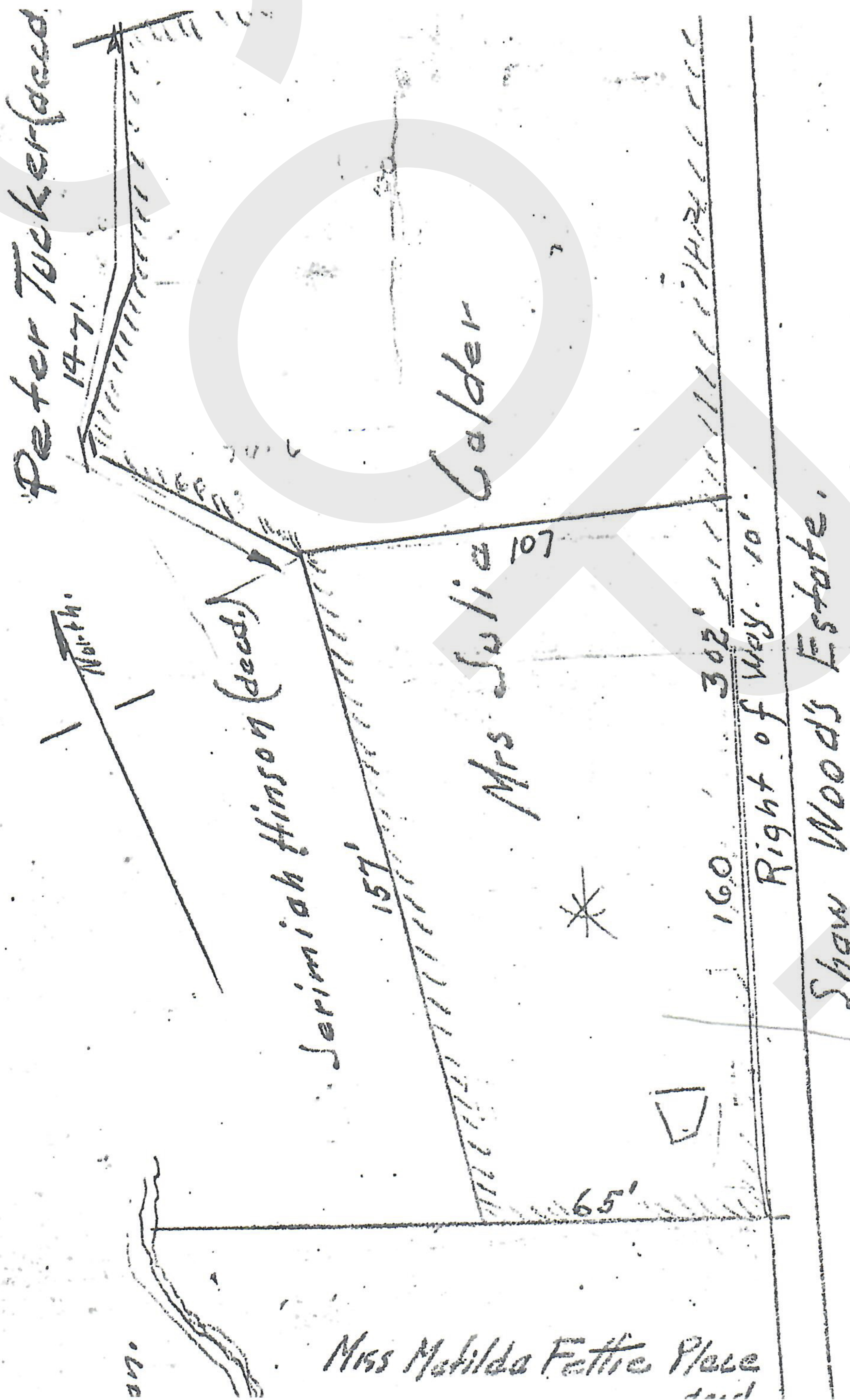


Exhibit C

RECORDED 24th July, 1915.

J. Skirring

Acting Colonial Secretary.

IN THE SUPREME COURT OF BERMUDA.

L.S.
P.M.C. Sheriff
Chief Justice.

BE IT KNOWN that on the twentieth day of July, 1915, the last will which is hereunto annexed of William Brown of Pembroke Parish in the Islands of Bermuda, deceased, who died on the nineteenth day of April, 1915, at Pembroke Parish aforesaid, was duly admitted to Probate in this Court and that the Administration of the personal estate of the deceased is hereby granted by this Court to Anne Elizabeth Brown the sole executrix named in the said will, she having been first duly sworn, as appears by her affidavit, which is hereunto annexed, made on the fourteenth day of July, 1915.

Given under my hand the Seal
of the Supreme Court this
twentieth day of July 1915.

IN THE SUPREME COURT OF BERMUDA.

In the Estate of William Brown deceased.

I Anne Elizabeth Brown of Pembroke Parish in the Islands of Bermuda widow make oath and say that I believe the paper writing hereto annexed and marked A and initialled by me to contain the true and original last will and testament of William Brown of Pembroke Parish in the said Islands deceased who died on the 19th day of April 1915 at Pembroke Parish aforesaid that I am the relict of the said deceased and am named in the said will as the sole executrix thereof that I will administer according to law all the personal estate of the said deceased that I will exhibit a true and perfect inventory of the said estate and render a just and true account thereof whenever required by law so to do and that the gross value of the said estate amounts to one pound or thereabouts to the best of my knowledge information and belief.

Sworn by the said Anne Elizabeth Brown at the City of Hamilton in the said Islands on the 14th day of July, 1915, this affidavit having been first read over to her who seemed perfectly to understand the same and made her mark thereto in my presence.

Anne Elizabeth X Brown.

Before me,
R.C. Hollis Hallett
A. Commissioner etc.

IN THE SUPREME COURT OF BERMUDA.

In the Estate of William Brown deceased.

I Rupert Carlyle Hollis Hallett of Pembroke Parish in the Islands of Bermuda Esquire Barrister at Law make oath and say that the last will and testament of William Brown deceased dated the 16th day of April 1915 hereto annexed was previously to its execution by the said testator read over to him by me and he the said deceased at such time seemed thoroughly to understand the same and informed me to that effect.

Sworn at Hamilton this }
20th day of July, 1915 } R.C. Hollis Hallett

Before me,
J.M.S. Patton
A Commissioner etc.

"A" A.E. X B.

This is the last will and testament of me William Brown of Pembroke Parish in the Islands of Bermuda stonecutter I hereby revoke all wills and testamentary writings heretofore made and executed by me I devise and bequeath all my real and personal estate unto my wife Anne Elizabeth Brown absolutely and I appoint my wife the said Anne Elizabeth Brown the sole executrix of this my last will and testament in witness whereof I have hereunto set my hand by making my mark this sixteenth day of April one thousand nine hundred and fifteen.

William X Brown.

Signed by the above named William Brown as his last will and testament by making his mark in the form of a cross between the word William and the word Brown in the presence of us present at the same time who at his request in his sight and presence and the presence of each other have subscribed our names as attesting witnesses.

James Calder

R.C. Hollis Hallett.

RECORDED 24th July 1915.

F.S. Smith
Acting Colonial Secretary.

IN THE SUPREME COURT OF BERMUDA.

L.S.
P.M.C. Sheriff
Chief Justice

BE IT KNOWN that on the sixth day of August 1915, Letters of Administration of the personal estate of William Augustus Smith of Pembroke Parish in the Islands of Bermuda, deceased, who died on the tenth day of April 1915, at Pembroke Parish aforesaid, intestate, are hereby granted by this Court to Eliza Smith the relict of the said intestate, she having been first duly sworn, as appears by her affidavit, which is hereunto annexed, made on the fourth day of August, 1915.

Given under my hand and the Seal of the Supreme Court this sixth day of August, 1915.

IN THE SUPREME COURT OF BERMUDA.

In the Estate of William Augustus Smith deceased.

I, Eliza Smith of Pembroke parish in the Islands of Bermuda widow relict of William Augustus Smith deceased make oath and say that William Augustus Smith late of Pembroke Parish in the said Islands died on the 10th day of April 1915 at Pembroke Parish aforesaid that I will administer according to law all the personal estate of the said Deceased that I will exhibit a true and perfect inventory of the said estate and render a just and

true account thereof whenever required by law so to do and that the gross value of the said estate amounts to two hundred and fifty pounds and sixteen shillings to the best of my knowledge information and belief.

Sworn at Hamilton this }
4th day of August, 1915. }

Eliza Smith.

Before me,

R.C. Hollis Hallett.

Acting Registrar.

RECORDED 6th August, 1915.

F.S. Smith
Acting Colonial Secretary.

IN THE SUPREME COURT OF BERMUDA

L.S.
P.M.C. Sheriff
Chief Justice

BE IT KNOWN that on the ninth day of August 1915, the last will which is hereunto annexed of William Henry Albouy of St George's Parish in the Islands of Bermuda deceased, who died on the thirteenth day of January, 1912, at St George's Parish aforesaid, was duly admitted to probate in this Court and that the Administration of the personal estate of the deceased is hereby granted by this Court to Elwin Bruce Burch named in the said will, he having been first duly sworn, as appears by his affidavit, which is hereunto annexed, made on the seventeenth day of July, 1915,

Given under my hand the Seal of the Supreme Court this ninth day of August, 1915.

IN THE SUPREME COURT OF BERMUDA

In the estate of William Henry Albouy deceased

I Elwin Bruce Burch of St Georges Parish in the Islands of Bermuda Grocer make oath and say that I believe the paper writing hereto annexed marked "A" and initialled by me to contain the true and original last will and testament of William Henry Albouy late of St Georges Parish aforesaid deceased who died on the 13th day

IN THE SUPREME COURT OF BERMUDA.

(L. S.)

Charles V. Ingham
SENIOR ASSISTANT JUSTICE.

BE IT KNOWN that on this 27th day of February, 1924, Letters of Administration of the personal estate of JOSEPH SEAFORTH CLARKE late of Sandys Parish in the Islands of Bermuda deceased, who died on the seventh day of September, 1923, at Sandys Parish aforesaid, are hereby granted by this Court to ADRIANA DRUSILLA CLARKE the lawful widow and relict of the said deceased of the said intestate, she having been first duly sworn, as appears by her affidavit which is hereunto annexed, and made on the second day of February 1924.

Given under my hand and the Seal of the Supreme Court this Twenty-Seventh day of February 1924.

IN THE SUPREME COURT OF BERMUDA.

In the Estate of Joseph Seaforth Clarke deceased.

I, ADRIANA DRUSILLA CLARKE, of Sandys Parish in the Islands of Bermuda, Widow, make oath and say that Joseph Seaforth Clarke, late of Sandys Parish aforesaid died on the 7 day of September 1923, at Sandys Parish aforesaid; that I will administer according to law all the personal estate of the said deceased, that I will exhibit a true and perfect inventory of the said estate and render a just and true account thereof whenever required by law so to do; and that the gross value of the said estate amounts to £218: 0: 0 or thereabouts to the best of my knowledge, information and belief.

Sworn at the City of Hamilton)
in the Islands of Bermuda this) Adriana D. Clarke.
2nd day of February 1924,)
before me,)

R. W. Appleby

A Commissioner for taking affidavits
in the Supreme Court of Bermuda.

RECORDED: 28th February, 1924.

Gouldsford
REGISTRAR-GENERAL.

IN THE SUPREME COURT OF BERMUDA.

(L. S.)

Charles V. Ingham
Senior Assistant Justice.

BE IT KNOWN that on the date hereof the last Will which is hereunto annexed of ANNE ELIZABETH BROWN late of Pembroke Parish in the Islands of Bermuda deceased, who died on the thirtieth day of March 1921 at Pembroke Parish aforesaid was duly admitted to probate in this Court and that the Administration of the personal estate of the said deceased is hereby granted by this Court to JOHN HERMAN SMITH and WILLIAM FRANCIS WILSON the Executors named in the said Will, they having been duly sworn, as appears by their affidavit, which is hereunto annexed.

Given under my hand and the Seal of the Supreme Court of Bermuda this twenty seventh day of February 1924.

IN THE SUPREME COURT OF BERMUDA.

In the Estate of Anne Elizabeth Brown deceased.

I Campbell Montgomery Robinson of Pembroke Parish in the Islands of Bermuda Barber make oath and say that I was the writer of the last will and testament of the said Anne Elizabeth Brown of Pembroke Parish aforesaid deceased (the same being now hereunto annexed) bearing date the 7th day of May 1918 and referring to the said will (exclusive of the word "will" written at the top thereof) and to the word "the" partly written over a mark on the third line thereof the word "Ann" partly written over a mark on the thirteenth line thereof the words "whereof I have" cancelled on the fourteenth line thereof the word "written" partly written over a mark on the seventeenth line thereof and to the word "time" written in the margin at the fourth line of the attestation clause thereof I further make oath and say that the said words were written over the said marks the said cancellation and the said word written in the said margin were made by me in the said will in the manner and form as the same now appear previously to the execution of the said will And I further make oath that previously to the execution of the said will by the said testatrix the same was read over to her by me in the presence of Henry James Usher and John Alexander Dowling the subscribed witnesses to the said will and she the said deceased at such time seemed thoroughly to understand the same.

Sworn at the City of Hamilton)
in the Islands of Bermuda this) C. M. Robinson.
18th day of February 1924,)
before me,)

G. Orrett Whitney
A Commissioner for taking affidavits in the Supreme Court of Bermuda.

IN THE SUPREME COURT OF BERMUDA.

In the Estate of Anne Elizabeth Brown deceased.

WE Henry James Usher of Pembroke Parish in the Islands of Bermuda retired Merchant and John Alexander Dowling of the same place Stone Mason respectively make oath and say That we are the subscribing witnesses to the last will and testament of Anne Elizabeth Brown of Pembroke Parish aforesaid deceased the said will being now hereunto annexed bearing date the 7th day of May 1918 and we respectively further make oath and say that the said testatrix duly executed her said will on the day of the date thereof by making her mark at the foot or end thereof as the same now appears thereon in the presence of us the said Henry James Usher and John Alexander Dowling the subscribed witnesses thereto both of us being present at the same time and we thereupon attested and subscribed the said will in the presence of the said testatrix and we respectively further make oath that previously to the execution of the said will by the said testatrix the same was read over to her by Campbell Montgomery Robinson in our presence and she the said deceased at such time seemed thoroughly to understand the same.

Sworn at the City of Hamilton) Henry J. Usher
in the Islands of Bermuda this) J. A. Dowling.
16th day of February 1924,)
Before me,)

G. Orrett Whitney

A Commissioner for taking affidavits
in the Supreme Court of Bermuda.

IN THE SUPREME COURT OF BERMUDA.

In the Estate of Anne Elizabeth Brown deceased.

We John Heman Smith of Pembroke Parish in the Islands of Bermuda Mason and William Francis Wilson of the same Parish Mason respectively make oath and say That we believe the paper writing hereto annexed and marked "A" and initialled by us to contain the true and original last will and testament of Anne Elizabeth Brown of Pembroke Parish aforesaid deceased who died on the 30th day of March 1921 at Pembroke Parish aforesaid That we are named in the said will as the Executors thereof that we will administer according to law all the personal estate of the said deceased That I will exhibit a true and perfect Inventory of the said estate and render a just and true account thereof whenever required by law so to do And that the gross value of the same estate amounts to

20: 0 or thereabouts to the best of our knowledge information and belief.

Sworn at the City of Hamilton)
in the Islands of Bermuda this) J. H. Smith
16th day of February 1924,) Wm. F. Wilson.

Before me,

G. Orrett Whitney

A Commissioner for taking affidavits
in the Supreme Court of Bermuda.

WILL A W.F.W.
J.H.S.

I, Anne Elizabeth Brown, of Pembroke Parish, Bermuda Isles, make and execute this my last Will and Testament on the Seventh (7th) day of May (1918) One thousand nine hundred and eighteen.

I hereby revoke all Wills and Testamentary writings heretofore made and executed by me, And I appoint John Heman Smith, and William Francis Wilson my executors to the estate and of this my last Will and Testament. I devise and bequeath all my Real and Personal Estate unto Adelia Ann Robinson, absolutely.

In witness whereof I have hereunto set my hand by making my mark in the shape of a cross (X) the day and year above written.

Testator

her
ANNE ELIZABETH X BROWN.
mark

Signed by the testator as her last Will and Testament in the presence of us, by making her mark in the form of a cross (X) between the words "ANNE ELIZABETH" and "BROWN" at the same time at her request and in her sight and presence, and in the presence of each other, have hereunto subscribed our names as attesting witnesses.

Signed Henry J. Usher

Pembroke Parish

Signed John A. Dowling

Pembroke Parish.

RECORDED; 28th February, 1924.

REGISTRAR-GENERAL.

Exhibit E

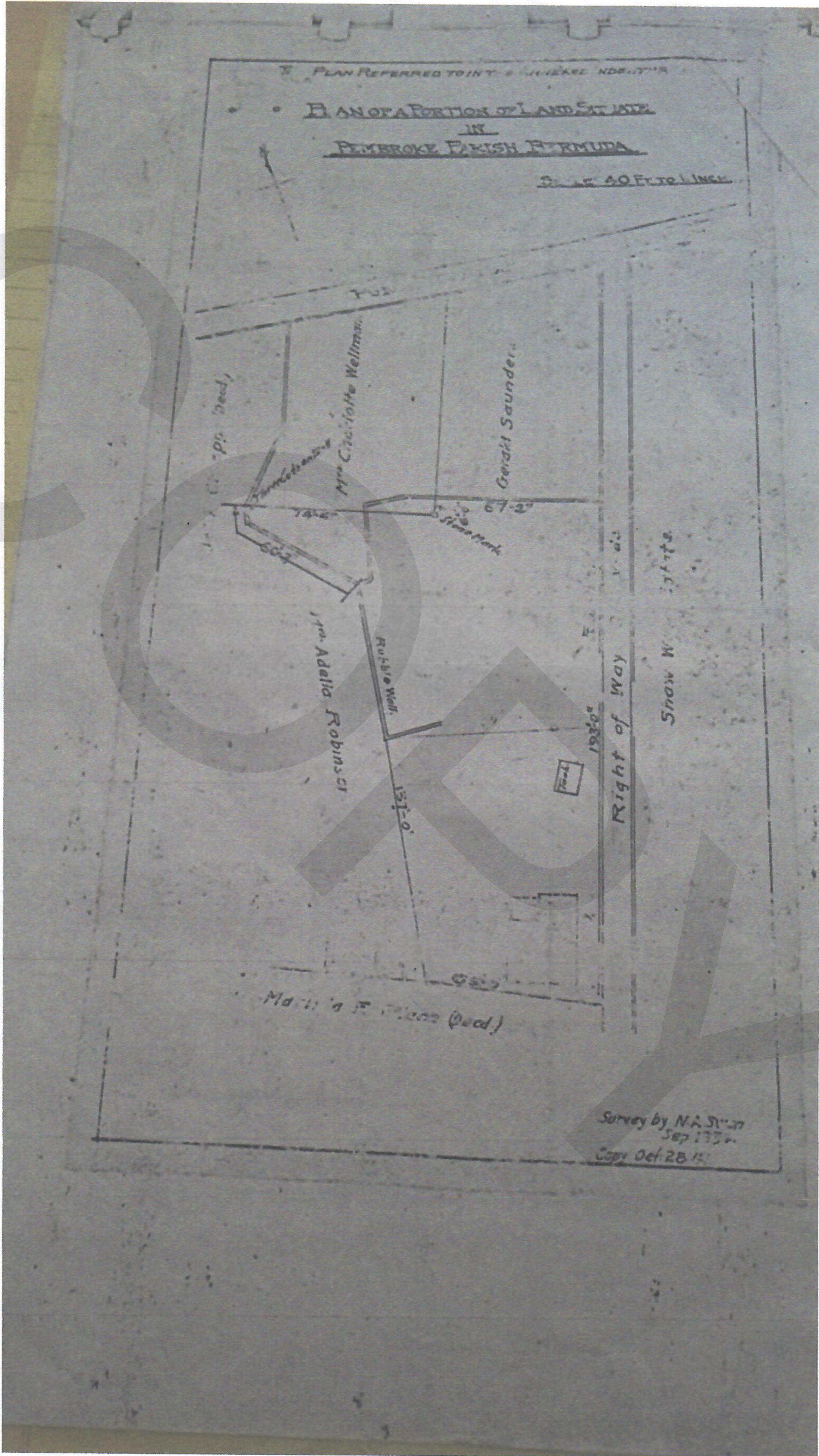


Exhibit F

81

TAX LEDGER

1945

O.P.

81

	BILL No.	ASSESSED VALUES.		1945 TAXES		1945 TOTAL	ARREARS	CREDITS,				REMARKS	UNCOLLECTED AT YEAR END.
		CITY	NON CITY	CITY	NON CITY			DATE 1945	REF.	CASH RECD.	WRITTEN OFF		
Kiley, Mrs Joe.	698		2 200		5 15 6	5 15 6		5 April	R 6	5 15 6			
Krack, John Thomas.	699		. 675		1 15 5	1 15 5		25 May	R 31	1 15 5			
" , Sarah Olivia	700		1 325		3 9 7	3 9 7		19 May	R 30	3 9 7			
Roberts, Mrs Annie (Mrs George Hale)	701		1 475		3 17 5	3 17 5		30 April	R 16	3 17 5			
" , George William & others	702		. 775		2 0 8	2 0 8		27 March	R 199	2 0 8			
" , Mrs Nellie W. D.	703		2 575		6 15 2	6 15 2		25 June	R 52	6 15 2			
" , Est, Robert Lawrence	704		. 775		2 0 8	2 0 8		19 Sept	J 74		2 0 8		
" , Stuart Wright	705		2 050		5 7 8	5 7 8		15 May	R 28	5 7 8			
Robertson, Est, Maria Elizabeth	706		. 500		1 6 3	1 6 3		20 March	R 195	1 6 3			
Robinson, Adelia Anne	707		. 275		. 14 5	. 14 5		26 March	R 199	. 14 5			
" , Charles Edward	708		. 750		1 19 5	1 19 5		12 May	R 29	1 19 5			
" , Loyd Weston	709		. 500		1 6 3	1 6 3		7 April	R 10	1 6 3			
" , Donald Charles.	710	. 150		. 4 6		. 4 6		23 April	R 15	. 4 6			
" , Ernest	711	. 500		. 15 0		. 15 0		24 March	R 199	. 15 0			
		650	13 875	19 6	36 8 5	39 2 11				35 7 3	2 0 8		

Exhibit F

80 TAX LEDGER

1946

O.P.

80

	BILL No.	ASSESSED VALUES.		1946 TAXES		1946 TOTAL	ARREARS	CREDITS.				REMARKS	UNCOLLECTED AT YEAR END.
		CITY	NON CITY	CITY	NON CITY			DATE 1946	REF.	CASH RECD.	WRITTEN OFF		
Kiley, Mrs Joe	697		2200		66 6	66 6		31 May	R144	66 6			
Roach, John Thomas.	698		675		1 18 10	1 18 10		5 July	R163	1 18 10			
" , Est, Sarah Olivia	699		1325		3 16 2	3 16 2		1 June	R146	3 16 2			
Roberts, Mrs Bessie (Mrs George Cole)	700		1475		44 10	44 10		7 June	R146	44 10			
" , George Victor	701		850		2 8 11	2 8 11		5 July	R163	2 8 11			
" , George William & others	702		775		24 7	24 7		17 April	R117	24 7			
" , Mrs Nellie W. A.	703		2875		78 1	78 1		8 July	R163	78 1			
" , Est, Robert Maurice	704		775		24 7	24 7		16 Oct	P100		24 7		
" , Stuart Wright	705		2050		517 11	517 11		1 July	R158	517 11			
Robertson, Est, Maria Elizabeth	706		500		18 9	18 9		10 April	R115	18 9			
Robinson, Adelia Anne	707		225		15 10	15 10		May	R125	15 10			
" , Loyd Weston	708		500		18 9	18 9		20 April	R118	18 9			
" , Est, Donald Charles	709		220		7 0	7 0		3 May	R125	7 0			
" , Eleanor Gaynell.	710		125		7 2	7 2		30 April	R125	7 2			
			220 14 100		7 0 40 10 11	40 17 11				3813 4 24 7			

Exhibit G

TO THE PARISH VESTRY CLERK OF PEMBROKE PARISH.

In accordance with the requirements of The Parish Vestries Act, 1929, I hereby give you notice that on the 7th Day of June, 1946, I became entitled in fee simple to ALL THAT parcel of land at Spanish Point in Pembroke Parish bounded on the NORTH by land formerly of Peter Tucker deceased and now in the occupation or possession of Richard Henry Duerden on the SOUTH by land of Richard Shaw Wood on the EAST by land formerly of the said Peter Tucker and devised by him to Julia Smith and on the West by the Sea Together with the Cottage (now in ruins) thereon by purchase from Ardelia Ann Robinson and I request that the same may be transferred to me in the Parish Assessment Book accordingly.

DATED the 24th day of June 1946.

Heman Montgomery Bascome Smith,

By his Attorneys,

H. Montgomery Bascome Smith

TO THE PARISH VESTRY CLERK OF PEMBROKE PARISH.

In accordance with the provisions of The Parish Vestries Act, 1929, I hereby give notice that I have sold the property above described in respect whereof I am now assessed to Heman Montgomery Bascome Smith and request that the necessary alteration be made in the Parish Books.

DATED the 24th day of June 1946.

Ardelia Ann Robinson,

By her Attorneys,

Ardelia Ann Robinson
24th June 1946

33-3

L. 200

Acq N

His B

57

Exhibit H

1946

Date	No	Assessment				Posting Ref	Name Charged
		A Ledger		B Ledger			
		City	Non-City	City	Non-City		
15 May 1946	97		L. 350 H. 1000 L. 250			T.	Tatem, Sidney James
" " "	98		H. 800			W.	Whitecross, Wm Stanley.
4 June "	99		L. 50 L. 50			T.	Tross, Samuel Ezekiel
22 Apr 1945	100		H. 250			G.	Gilbert, Dorothy Adisa
19 June 1946	101			H. 200		B.	Broadbelt, Martha Viola
" " "	102			H. 300		P.	Pond, Alfred Henry
7 " "	103		L. 1500	L. 200		S.	Smith, Herman Montgomery Bascome
20 " 1944	104		H. 2000 F. 300			C.	Cox, John Wm & Dorothy Carlyl
" " "	104 ^A		L. 200 L. 600			C.	" " " " " "
31 May 1946	105		H. 750			S.	Seller, Louis Herbert
" " "	106		L. 700			H.	Hayward, Whitfield Frederick
26 June "	107			31. 100 L32. 100		D.	Dunkley, John Henry Balkwill
28 " "	108		L. 700 H. 1000 F. 150			W.	White, Eva Maude Vesey
14 May "	109		No transfer			-	Trimingham, K.F. & E.H.
8 " "	110		L. 200			B.	Bouchard Valmar Dudley & Katherine L.
7 June "	111		L. 250			V.	

Exhibit H

57

Total decrease	Plan No.	Assessment				Posting Ref.	Name Credited	Total increase	
		A. Ledger		B. Ledger					
		City	Non-City	City	Non-City				
850	14				5.00	R.	Riley, Joseph James, Est		
	42				8.00	R.	" " " "		
	14				9.00	R.	" " " "		
	42A				nil	G.	Gibbons, Morris Alvin	1050	
	16					G.	Gilbert, Samuel, Est		
	24					J.	James, Jonathan Elcanah		
	2		L. 50			J.	Johnson, Charlotte Elizabeth		
	129		L. 50			R.	Rogers, James Clarence, Est		
	3		H. 250			R.	Robinson, Adelia Ann		
	94-Elbe				H. 200	M.	Masters, ^{imm. benevolent fund} Loris Marie Hilda	300	
	5				H. 300	M.	Masters, Clarendon Hugh	200	
	60-Elbe				L. 200	H.	Harwood, Whitfield Frederick &		
	33					H.	Marrea, Anthony Soares		
	3					H.	Marrea, Anthony Soares		
	28		L. 1200			B.	Browne, Harry T. & Essie B. H.		
	13		H. 300			W.	White, Frank Gladstone		
	28					-	Masters, Rosalie.		
	16C		L. nil			H.	Horsfall, Lucy Webb.	200	
	28		L. 600			B.	Bassett, John Ewynne	50	
	8B		H. 750			F.	Fox, Leon Davenport		
	28					G.	Gosling, Edmund M & Mary E		
	8D		L. 700						
	21		31. 100						
	31, 32		L. 32. 100						
	14		L. 700						
	10		H. 1000						
	23		F. 150						
	28								
	27								
	14A H								
	15								
	82								
	29								
	33A		L. 100						
	26		L. 500						
	65		H. 1700						
	21		F. 150						
		</							

Adelia Ann.

CHRISTIAN NAMES

Kobus

SURNAME

B

BOOK

FOLIO

72

ESTATE

ADDRESS FOR NOTICES

PARLIAMENTARY QUALIFICATION

PARLIAMENTARY VOTE

JUROR

PARISH VOTE

Exhibit I

YEAR	MONTH	DAY	ASSESSMENT ON	PLAN NUMBER	TRANSFER NUMBER	SITUATED		PROPERTY		BALANCE
						CITY	PARISH	REAL	PERSONAL	
1936	Jan	1	Land	33-3				200. +	200 +	200
1937	June	18	"	35-12	7			95. +	95 +	95
								295.		295
1946	July	19	Land - (Herman M. B. Smith) -	33-3	103			200. +	200 +	200
								75-		75
1947	June	18	Land - (Winifred Bernice Durham)	25-12	89			95. +	95 +	95

Heenan Montgomery Gascome

Smith

P.

BOOK

PAGE

PARLIAMENTARY VOTE

Yes

JUROR

Yes

PARISH VOTE

Yes

ASSESSMENT ON

PLAN
NUMBER

TRANSFER
NUMBER

SITUATED

CITY

PARISH

PROPERTY

REAL

PERSONAL

BALANCE

INCE

33-3 103

200.

200

200

Exhibit I

PROPERTY TRANSFER PARTICULARS

Serial Number 103. Plan Number 33-3.
 Date of Transfer 7th Jun 1946 Received in Office 24th June 1946.
 Mode of Transfer Purchase Date Accepted JUL 19 1946

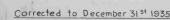
Exhibit J

Acquirer:— Smith, Heman Montgomery Bascome.			
Ledger	Property	Assessment Charged	
		City	Parish
"New" B	Land		200
	House		
	Personal		

Disposer:— Robinson, Adelia Ann.			
Ledger	Property	Assessment Credited	
		City	Parish
"B"	Land		200
	House		
	Personal		

Robert H. Clarke
A. H. Hume } Assessors

SCALE 200 FEET TO AN INCH



Cobbler's Island

Tilley Island

Beek Rock

Mount Island

Long Point

2
Tract Set Aside for Whale Fishing

SPANISH POINT

Exhibit K

Stavel Bay

Crane Point

Peter Tucker's Bay

Plaice's Point

ments Rock

Rushy Island

Tom Woods Bay

Shaw Wood's Hill

Black Point



Exhibit L 1941



Exhibit L 1962



Exhibit L 1973



Exhibit L 1981



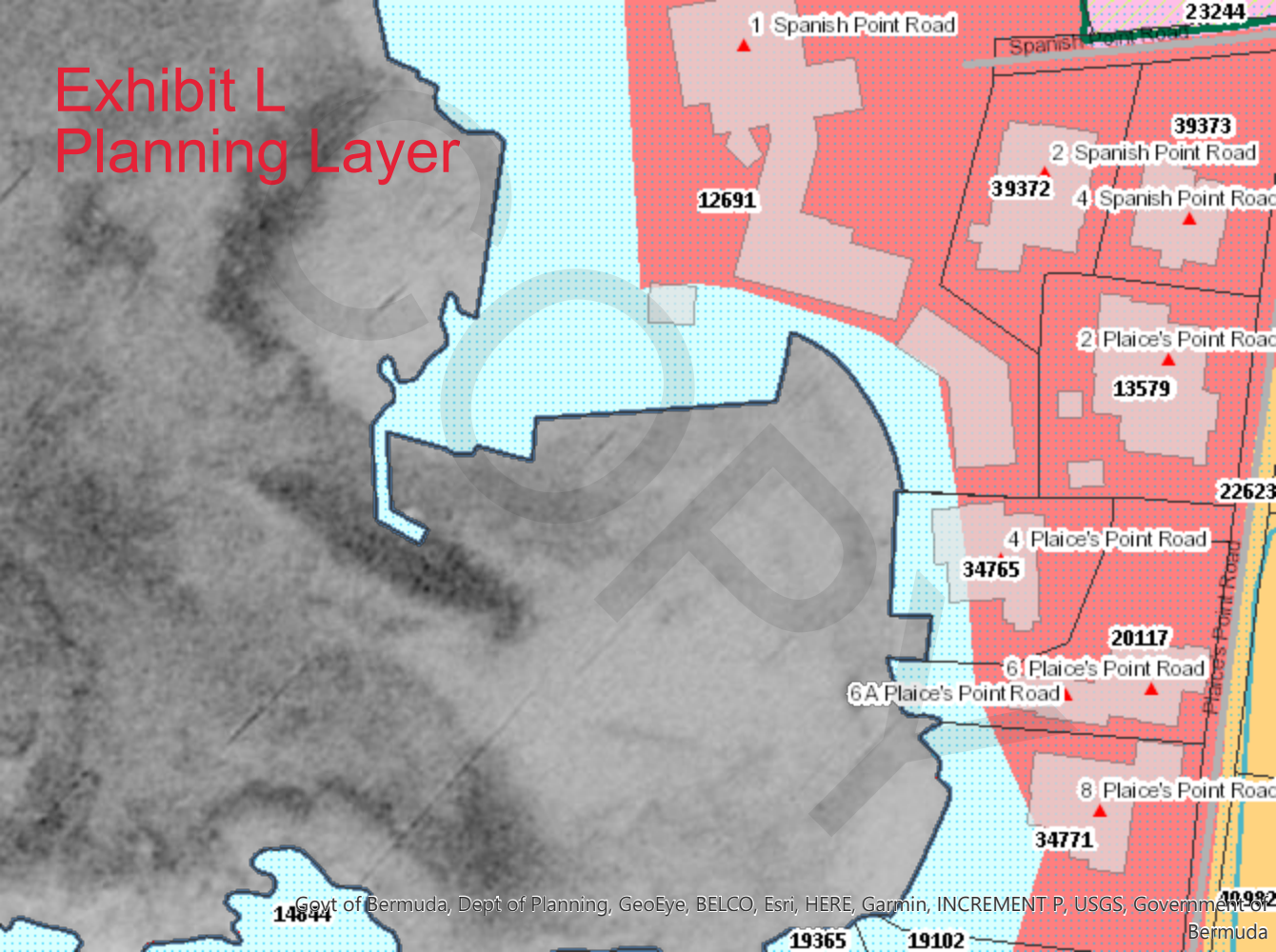
Exhibit L 2003



Exhibit L 2012



Exhibit L Planning Layer



With Approximately One Acre
Beautiful Property
Including 204 Ft. Waterfront
Located on
SMITH'S ISLAND
St. George's

Apply
Flitcroft and Lightbourn
Front St. Hamilton
Dial 2139

12977a.m.

Auction Sale
of
Valuable Real Estate
known as
AINTREE

Area: 4 Acres
Buildings: Dwelling & Store
Location: Shelly Bay

Day: Tomorrow
Date: June 11th
Time: 5.30 p.m.

Place: On the Premises
Price: At the Market
Plan: At the Office of

M. A. GIBBONS

14127a.

attestimony of Sherbrooke, Quebec, was called to the Senate in 1940 Senator Howard has visited Bermuda on two previous occasions and several times has been a delegate to conferences of the Empire Parliamentary Association. He has served in the House of Commons and Senate continuously since 1925.

Senator Howard is Governor of the Sherbrooke Hospital and of the Stantford Wesleyan College, President of the Province of Quebec Safety League, Director of the McKay Institute for Protestant Deaf Mutes at Montreal, as well as being a member of the Protestant Committee of Education for Quebec and a member of the Canadian Welfare Council.

In business, Senator Howard is connected with a number of firms. He is president of two real estate companies, one of which bears his name, and vice-president of some five companies.

Senator Howard is accompanied by his wife.

NOTICE

To whom it may concern, any person or persons having anything on the land at Spanish Point formerly owned by Adelia Robinson, kindly remove same by June 30th, 1946.

Signed
BASCOME SMITH.



MYER M. MALLOY

station platform and died of her injuries shortly after.

During the day many hospitable Londoners visited the Kensington Gardens camp for Allied, Dominion and Colonial troops who participated in the parade and took some of them home to tea.

MARQUESS OF BATH DEAD

WALMINSTER, Wiltshire, June 9 (Reuter).—The Marquess of Bath, fifth of a line created in 1789, and holder of the title for fifty years, died here today at the age of 83.

The Marquess was a Member of Parliament from 1882 to 1902 and again in 1905-06 and was Under Secretary of State for India in 1903. His son, the 41 year old Viscount Weymouth, who was wounded while serving with the Royal Wiltshire Yeomanry in the Middle East in 1942, succeeds to the title. The new Marquess received the Bronze Star from the United States for "services in the Allied cause."

Venus
Lead
Pencils

These famous Lead Pencils are world known for quality. In several hardnesses, all with rubbers.

3d each
2/9 dozen

THE BERMUDA PRESS
Beld Street, Hamilton
4137a.

LIVERPOOL, June 9 (Reuter).—A delegation meeting here, representing 3,000 slaughtermen, today decided that the three-week-old meat strike at Liverpool, Tranmere, Bebington and Preston, is to continue. The slaughtermen are demanding 64 15s for a 44-hour week, and in support, meat porters have refused to handle fresh carcasses.

DURHAM, June 9 (Reuter).—The death roll in a fire which gutted the Cranfield Hotel here today, reached fifteen tonight, when a woman's body was recovered from the lounge.

PARIS, June 8 (Reuter).—General Maurice Guillaume, close-time close supporter of Marshal Petain, arrested by French Security Police yesterday on charges of intelligence with the enemy, was today released unconditionally.

A statement by the Ministry of War disclosed that he had succeeded in proving his innocence to the investigating judges.

WASHINGTON, June 7 (Reuter).—Commenting on Russia's recognition of Argentina, a State Department spokesman said at a press conference today "It had been foreboded for a long time. It has no special significance."

He added that Russia maintains diplomatic relations with 13 countries in the Western Hemisphere including the United States.

Rowing Punt

Length 10 feet

Specially constructed by the finest workmanship with the best materials.

Will be sold by Auction at The Fete at "WOODSIDE," Devonshire, on Thursday at 5 p.m.

14127a.

PARIS, June 7 (Reuter).—Francis Rute, former French heavyweight champion, and six other French Guesapo agents charged with the mass murder of French Patriots during the German occupation, were today sentenced to death by the Nancy court of justice.

PARIS, June 7 (Reuter).—A Russian steamer reached Marseilles today with 7345 tons of wheat and 1399 tons of barley, part of the half million tons cereal consignment which Russia has agreed to sell France to help tide her over until next harvest.

Yesterday 8,500 tons of Russian wheat arrived at Le Havre.

LONDON, June 7 (Reuter).—Moscow radio said tonight that the establishment of diplomatic relations between Soviet Russia and the Arg-

Funeral Notice

The funeral of Mrs. Blanche Eugenie Parris will take place this afternoon at St. John's Church, Pembroke, at 5 o'clock.

The cortege will leave the Parris residence at 4.30 p.m.

CARD OF THANKS

Mr. and Mrs. Leon Amos wish to thank all their friends, for the lovely gifts they received on the occasion of their Wedding.

14127a.

LONDON, June 7 (Reuter).—Lord Marshal Lord Wavell, the Viceroy, had a meeting tonight with Mohandas K. Gandhi, the President of the Muslim League, to put final touches to negotiations for the formation of an interim Government, New Delhi radio reported.

BUENOS AIRES, June 7 (Reuter).—Mr. Herbert Hoover, the former U.S. President, and President Tru-

day.
The all-important part you have played in bringing this about. Your experience and wisdom have been and will continue to be, of the greatest value not only to Canada but to the cause of world peace as well.

Spain's food envoy, now touring South America, today had a long interview with Colonel Juan Peron, the new Argentine President. No details of the meeting have been disclosed.



CAN YOU DO THIS?—After you have caught the bird by putting salt on its tail, see if you can do what Benny the dog is doing with Coco the linnet. Both are pets of Gene Winchester of San Francisco. If Benny doesn't blink soon, he's certain to become cross-eyed.

Exhibit M
Retrieved from The Royal Gazette
dated June 10, 1946 page 12

APPLEBY, SPURLING & KEMPE

BARRISTERS AND ATTORNEYS

REID HOUSE, REID STREET
HAMILTON, BERMUDA

P.O. Box 1179

IAN MILTON (SOLICITOR)
J. D. CAMPBELL (SOLICITOR)YOUR REF
OUR REF

R/64/MB

A. D. SPURLING, C.B.E., J.K.
MR. R. KEMPE
MR. H. MOTTER
MR. W. R. VEREY
D. J. BREWSTER
W. M. COX

9th April, 1969

Vaucrosson's,
Barristers &c.,
18, Church Street,
HAMILTONAttention: Mr. C.H.B. Vaucrosson

Dear Sirs:

7th inst.

We acknowledge receipt of your letter of the

We enclose herewith a xerox copy of final draft of Conveyance dated 7th June, 1946, between Ardella Ann Robinson of the first part Heman Montgomery Bascome Smith of the second part and Reginald Woodfield Appleby of the third part.

Yours faithfully,

APPLEBY, SPURLING & KEMPE

Per:

M. Burton

mb

Encl. 1

Exhibit N

parcel of 1d from and to the land devised in by the sd Peter Tucker to the sd Julia Smith SUBJECT also to an estate for life in the sd parcel of land cottage and heres of the sd Jeremiah Hinson without impeachment of waste SUBJECT ~~xxxx~~ also to and charged with the payment of the funeral expenses of the sd Jeremiah Hinson and SUBJECT lastly to a power of revocation hereby expressly reserved to the sd Jeremiah Hinson to revoke the gift hereinbefore contained by a deed signed sealed and delivered by him in the presence of and attested

THIS INDRE dated the seventh day of June 1946 and made between ARDELIA ANN ROBINSON of pem^{1st} psh in the is of Bda Widow (hereinafter called the Vendor) of the 1st pt ~~xxx~~ HEMAN MONTGOMERY BASCOME SMITH of the same psh ~~xxxx~~ (hereinafter called the Purchaser) of the 2nd pt and REGINALD WOODFIELD APPLEBY of the same psh Barrister-at-Law (hereinafter called the Dower Trustee) of the third pt WHEREAS by an Indre dated the 19th day of July 1938 made between Jeremiah Hinson of the one pt and William Brown of the other pt a parcel of land in Pem^{1st} psh and with the cottage thereon was ^{in diverse good considerations given} granted and released by the said Jeremiah Hinson unto and to the use of the sd William Brown his heirs and assigns AND WHEREAS the description of the sd Parcel of land as contained in the sd Indre is as follows:—"All that certain parcel of land situate and being at Spanish Point in Pembroke Psh in the Islands of Bermuda bounded on the North by-land formerly of Peter Tucker deceased and now in the occupation or possession of Richard Henry Duerden on the South by land of Richard Shaw Wood on the East by land formerly of the sd Peter Tucker and devised by him to Julia Smith and on the West by the Sea or however otherwise the sd parcel of ld may be bounded or ought to be described Together with the cottage thereon erected and all other houses outhouses buildings yards tanks gardens enclosures trees walls bays wharves ways (and especially a right of way three feet wide to and from the parcel of land hereby granted and released over and across the Northern part of the land devised by the said Peter Tucker to the sd Julia Smith from and to the Public Road on the East running from the Main Spanish Point Road to the land of Richard Shaw Wood) lights liberties privileges and easements to the sd parcel of ld belonging or with the same heretofore used occupied or enjoyed as parcel thereof or appurtenant thereto but subject nevertheless to a perpetual right of way three feet wide to and from the Sea over and across the most Northern part of the sd parcel of ld from and to the land devised ~~in~~ by the sd Peter Tucker to the sd Julia Smith SUBJECT also to an estate for life in the sd parcel of land cottages and heres of the sd Jeremiah Hinson without impeachment of waste SUBJECT ~~xxxx~~ also to and charged with the payment of the funeral expenses of the sd Jeremiah Hinson and SUBJECT lastly to a power of revocation hereby expressly reserved to the sd Jeremiah Hinson to revoke the gift hereinbefore contained by a deed signed sealed and delivered by him in the presence of and attested

by two credible witnesses and deposited in the Secretary's Office of the said Islands within one month after its execution to be recorded notice of such revocation to be given at once to the said William Brown his heirs exes ads or assigns PROVIDED ALWAYS that if the said Jeremiah Hinson shall at any time exercise the power of revocation hereinbefore reserved to him he the said ~~Jeremiah~~ ^{Jeremiha} Hinson his heirs exes or ads shall repay to the said William Brown his heirs exes ads or assigns all such sums of money (if any) as shall be advanced by him or them to or on account of the said Jeremiah Hinson and shall also pay to the said William Brown his heirs exes ads or assigns a reasonable sum as compensation for any services which shall be rendered by him or them to or on account of the said ~~Jeremiha~~ ^{Jeremiha} Hinson" AND WHEREAS the said Jeremiah Hinson ^{returned} ~~remained in~~ possession of the said cottage and parcel of land during his lifetime AND WHEREAS the said Jeremiah Hinson did not exercise the power of revocation reserved to him as aforesaid ~~and did not~~ ^{on 10/10/15} repay to the said William Brown his heirs exes ads or assigns any sums of money which might have been advanced by him or them to or on account of the said Jeremiah Hinson and did not pay to the said William Brown his heirs exes ads or assigns any sum as compensation for such services as aforesaid AND WHEREAS after the death of the said Jeremiah Hinson the said William Brown entered into possession of the said cottage and parcel of land by virtue of the grant and release contained in the said ^{recited} ~~Indenture~~ and remained in possession thereof during his lifetime AND WHEREAS the said William Brown by his will dated the 16th day of April 1915 devised all his real estate to his wife Anne Elizabeth Brown absolutely AND WHEREAS the said William Brown died without having altered or revoked his said will and the same has been admitted to probate in common form in the Supreme Court of Bermuda AND WHEREAS after the death of the said William Brown the said Anne Elizabeth Brown by virtue of the devise contained in the will of the said William Brown entered into possession of the said cottage and parcel of land and remained in possession thereof up to the time of her death and by her will dated the 7th day of May 1918 she devised all her real estate to the ^{Venerable} ~~said Adelia Ann Robinson~~ absolutely AND WHEREAS the said Anne Elizabeth Brown died on the 30th day of March 1921 without having altered or revoked her said will and the same has been admitted to probate in common form in

the Supreme Court of Bermuda AND WHEREAS ^{after} the death of the said
Anne Elizabeth Brown the ~~said~~ ^{Vendor} ~~Adelle Ann Robinson~~ ^{of the said Anne Elizabeth Brown} by virtue of the
devise contained in the said will ^{shall} entered into possession of the
said cottage and parcel of land and ~~now~~ ^{still} remains in possession thereof
AND WHEREAS the Vendor has agreed with the Purchaser for the absolute
sale to him of the said ~~ruined~~ ^(now in ruins) cottage and parcel of land and the
inheritance thereof in fee simple in possession free from incumbrances
at the price of £400 AND WHEREAS the Purchaser is desirous ^{if}
that the said ~~cottage and parcel of land~~ ^{premises} should be limited to the
uses hereinafter contained and for this purpose the Dower Trustee
has agreed to join in these presents NOW THIS INDENTURE WITNESSETH
that in pursuance of the said agreement and in consideration of the
~~sum~~ sum of £400 paid on or before the execution of these presents
by the Purchaser to the Vendor (the receipt whereof she doth hereby
acknowledge) the Vendor doth hereby grant and release unto the Purchaser
and his heirs ALL THAT lot of land in Pembroke Parish in the
Islands of Bermuda delineated in the plan annexed to these presents
and therein coloured pink being of the several measurements specified
in the said plan and being bounded as ^{specified and} shown in the said plan TOGETHER
WITH the ~~ruined~~ ^(now in ruins) cottage thereon OR HOWEVER OTHERWISE the said parcel
of land may be bounded may measure ^{or ought to be described and}
THE ESTATE right title and interest of the Vendor in and to the same
TO HAVE AND TO HOLD the said parcel of land and ~~ruined~~ ^(now in ruins) cottage unto
the Purchaser and his heirs TO SUCH USES as the Purchaser by any deed
or deeds shall from time to time appoint AND in default of and until
such appointment and so far as any such appointment shall not extend
TO THE USE of the Purchaser and his assigns during his life without
impeachment of waste AND AFTER the determination of ~~if~~ that estate
by any means in his lifetime TO THE USE ~~of the~~ of the Dower Trustee
his exes and ads during the life of the Purchaser IN TRUST for the
Purchaser and his assigns AND AFTER the determination of the estate
so limited to the Dower Trustee his exes and ads as ^{foresaid} TO THE
USE of the Purchaser his heirs and assigns forever SUBJECT NEVERTHE-
LESS to such rights of way over the said parcel of land as may be
existing under or by virtue of the said ~~related~~ Indenture of the
19th day of July 1888 AND the Vendor doth hereby for herself her
heirs exes and ads covenant with the Purchaser his appointees heirs
and assigns that she the Vendor now has good right to grant and re-

19th day of July 1888
P. 112 D. 1144

21
lease the said cottage and parcel of land unto the Purchaser his appointees heirs and assigns in manner aforesaid AND THAT the Purchaser his appointees heirs and assigns may at all times peaceably and quietly possess and enjoy the same and receive the rents and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming from under or in trust for her AND THAT free from all incumbrances made or suffered by the Vendor and any person or persons lawfully or equitably claiming as aforesaid AND FURTHER THAT the Vendor and all persons having or lawfully or equitably claiming any estate or interest in the said cottage and parcel of land or any part thereof from under or in trust for her shall from time to time and at all times hereafter at the request and cost of the Purchaser his appointees heirs or assigns do and execute or cause to be done and executed all such acts deeds and things whatsoever for further and more perfectly assuring the said cottage and parcel of land unto the Purchaser his appointees heirs ^{and} assign in manner aforesaid as shall or may be reasonably required. IN WITNESS WHEREOF the parties to these presents have hereto set their hands and seals the day and year first above written.

SIGNED SEALED AND DELIVERED

by the above named Adelia
Ann Robinson in the presence
of:-

SIGNED SEALED AND DELIVERED

by the above named Reginald
Woodifield Appleby in the
presence of:-

RECEIVED on the day of the date of the above mentioned deed
the above named Heman Montgomery Bascome Smith the sum of £400 above
mentioned to be paid to me.

Witnesses.

Exhibit O

In the Supreme Court of Bermuda.

1947 . No. 18.

BETWEEN

AMELIA CHIAPPA

PLAINTIFF

and

HEMAN MONTGOMERY BASCOMBE SMITH

DEFENDANT

GEORGE THE SIXTH *by the Grace of God of Great Britain, Ireland
and the British Dominions beyond the Seas, King, Defender of the Faith,
Emperor of India.*

To, Heman Montgomery Bascombe Smith,
Pembroke,
Bermuda

We command you, that within eight days after the service of this writ on you, inclusive of the day of such service, you do cause an appearance to be entered for you in an action at the suit of **Amelia Chiappa of Pembroke, Bermuda**

And take notice that in default of your so doing the plaintiff may proceed therein and judgment may be given in your absence.

WITNESS The Honourable Sir Cyril Gerard Brooke Francis, Kt.

Chief Justice of our said Court the 3rd day of February

in the year of our Lord One thousand nine hundred and forty-seven

N.B.—*This writ is to be served within twelve calendar months from the date thereof, or if renewed, within six calendar months from the date of the last renewal, including the day of such date, and not afterwards.*

The defendant (or defendants) may appear hereto by entering an appearance (or appearances) either personally or by attorney at the office of the Registrar of the Supreme Court, Court House, Hamilton.

In the Supreme Court of Bermuda.

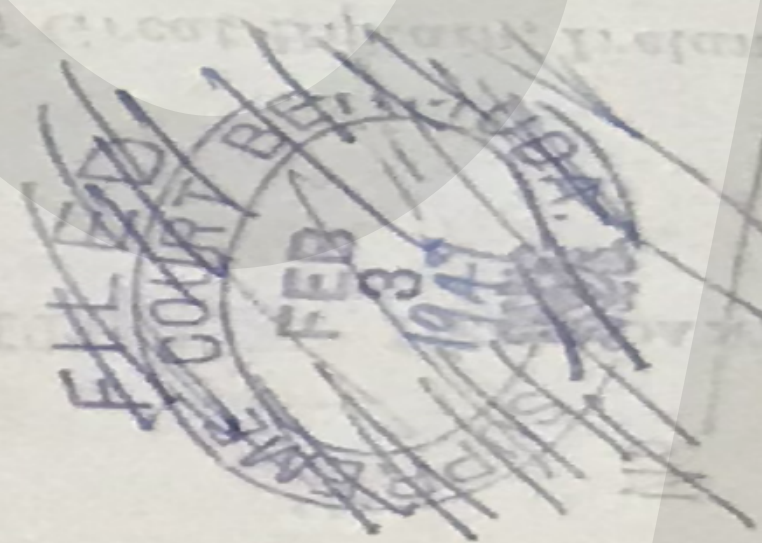
19 47 . No.

AMELIA CHIAPPA

v

HEMAN MONTGOMERY BASCOMBE SMITH

Writ of Summons.



CONYERS, DILL & PEARMAN,
Attorneys for the Plaintiff.

This writ was served by me on the defendant
at *Pembroke* Parish on the *third*
1947 I having been instructed by the Provost Marshal General so to do.
day of *February*

Police Constable.
I, John Strong McBeath, Provost Marshal General of the above
named Court hereby depute and authorise Austin Coleridge
Hartford, Police Constable of the Bermuda Police, to serve
this writ in my place and stead.
Dated this 3rd day of February, 1947.
A. J. Hartford
Provost Marshal General.

The plaintiff's claim is for, recovery of possession
of a parcel of land at Spanish Point in Pembroke
Parish in the Islands of Bermuda which whole parcel of land is bounded
NORTHERLY by the Public Road leading to the point known as the Admiral's
Landing-place EASTERLY by other land of the Plaintiff SOUTHERLY in part
by the Waters of Peter Tucker's Bay and in part by land in the possession
of the Defendant and WESTERLY by the Waters of the Great Sound, and for
mesne profits and for damages and injuries caused to the said land by
the Defendant.

Exhibit O

Conyers, Dill & Pearman
Attorneys for the Plaintiff

This writ was issued by CONYERS, DILL & PEARMAN, Attorneys
for the plaintiff, whose address for service is Pembroke, Bermuda.
The plaintiff resides at Pembroke, Bermuda

IN THE SUPREME COURT OF BERMUDA
1947. No. 18.

BETWEEN

Amelia Chiappa

Plaintiff

and

Heman Montgomery Bascome Smith.

Defendant

The Defendant requires a Statement of Claim to be delivered
herein. Dated the 14th day of February 1947.

Signed APPLEBY & SPURLING

For the Defendant.

To Messrs. Conyers Dill & Pearman
Attorneys for the Plaintiff.

Exhibit O

IN THE SUPREME COURT OF BERMUDA

1947 : No. 18

BETWEEN

AMELIA CHIAPPA

Plaintiff

and

HEMAN MONTGOMERY BASCOME SMITH

Defendant

STATEMENT OF CLAIM

1. The Plaintiff is entitled to possession of a parcel of land situated in Pembroke Parish in the Islands of Bermuda bounded NORTHERLY by the public road leading from Clarence Hill to a spot on the Spanish Point shore commonly called the Admiral's Landing Place SOUTHERLY in part by the waters of Peter Tucker's Bay in part by land of the Defendant and in part by a strip of land Three feet wide reserved for a right of way separating the land now being described from other land of the Plaintiff EASTERLY by a strip of land Ten feet wide reserved for a right of way separating the land now being described from other land of the Plaintiff and WESTERLY by the waters of the Great Sound TOGETHER WITH the cottage thereon erected and all other buildings fixtures ways rights-of-way rights liberties easements advantages and appurtenances.
2. William Henry Bean was seised in fee simple in possession of the Western portion of the parcel of land above described.
3. The said William Henry Bean died intestate on the 17th day of March, 1899, seised of the said parcel of land and leaving John Henry Bean, his son, his heir-at-law.
4. By an Indenture dated the 5th day of July, 1929, John Henry Bean and Eva Edith Bean his wife sold the said parcel of land to John Peter Chiappa.
5. By an Indenture dated the 24th day of July, 1913, John Caulder and Julia Caulder his wife sold the Eastern portion of the parcel of land described in Paragraph 1 hereof to John Peter Chiappa.
6. John Peter Chiappa made his last will and testament dated the 17th day of July, 1929, thereby leaving all his real

Exhibit O

-2-

estate to his wife, the Plaintiff, for life, and thereafter to other persons in remainder.

7. The said John Peter Chiappa died on the 20th day of May, 1933, seised and possessed of the parcel of land described in Paragraph 1 hereof and without altering or revoking his will.

8. On or about the early part of June, 1946, the Defendant wrongfully took possession of the Southern portion of the land described in Paragraph 1 hereof, and still wrongfully keeps possession thereof.

9. During the wrongful possession by the Defendant he has caused injuries to the land by cutting hedges thereon and by piling large quantities of excavation spoil thereon.

The Plaintiff claims:

- (1) Possession of the premises.
- (2) Mesne profits from the month of June One thousand nine hundred and forty-six.
- (3) Damages for injury to the said premises in the amount of One hundred and fifty pounds.

Dated the 3rd day of March, 1947.

Conyers & Lumsden

of The Bermuda Fire and Marine Insurance Building, Pembroke, Bermuda, Attorneys for the Plaintiff, whose address for service is the same.

TO
Messrs. Appleby & Spurling,
Crawford House,
Church Street,
Hamilton,
Bermuda,
Attorneys for the Defendant

Vd 26 @ P 96 Par 181

Delivered 3/3/47

BETWEEN

AMELIA CHIAPPA

Plaintiff

Exhibit O

and

HEMAN MONTGOMERY BASCOME SMITH

Defendant

ABSTRACT OF TITLEof land the subject of the action coloured green on plan

17th July, 1880 Peter Tucker conveyed the land to Richard Samuel Joell, subject to certain obligations to be assumed by Joell.

Description: ALL THAT certain parcel of land at Spanish Point in Pembroke Parish in the Islands of Bermuda bounded on the NORTH by a public road Twenty feet wide leading from Clarence Hill to a spot on the Spanish Point Shore commonly called the Admiral's Landing Place on the SOUTH by the waters of the Ocean there forming a bay on the EAST by a stone wall separating the parcel of land hereby conveyed from other land of the said Peter Tucker which stone wall is the second stone wall to the Eastward of the house and is distant therefrom about Seventy feet and on the WEST by the waters of the Sound OR HOWEVER OTHERWISE the said parcel of land may be bounded or ought to be described TOGETHER WITH the messuage or cottage thereon erected and all other houses, etc.

21st July, 1886 Richard Samuel Joell conveyed the land described in precisely the same terms to Richard Henry Duerden.

20th October, 1888 Richard Henry Duerden and Sarah Elizabeth Duerden his wife conveyed the land described in precisely the same terms to William Henry Bean.

20th October, 1888 William Henry Bean and Rosa Cotelia Beam his wife mortgaged the land for £155.0.0 to Richard Henry Duerden.

7th June, 1928 Ernest Louis Bridle, Seth Otto Hinson and Ambrose Gilbert Darrell reconveyed the land to John Henry Bean.

This document recites the following:-

- (1) The mortgage to Richard Henry Duerden referred to above.
- (2) Richard Henry Duerden's will dated the 26th June, 1899
- (3) Richard Henry Duerden's death on the 8th January, 1903
- (4) The death of John Rowland Duerden on the 15th June, 1909 and the death of Sarah Elizabeth Duerden on the 28th June, 1924, which persons had been appointed the Executors of the said Richard Henry Duerden.
- (5) An Order of the Supreme Court effective the 15th June, 1927, appointing Ernest Louis Bridle, Seth Otto Hinson and Ambrose Gilbert Darrell as the persons in whom the land moneys and interest comprised in the Duerden mortgage should vest.
- (6) The death of William Henry Bean on the 17th March, 1899 intestate leaving John Henry Bean his eldest son and heir-at-law.
- (7) The payment of the mortgage by John Henry Bean.

5th July, 1929 John Henry Bean and Eva Edith Bean his wife conveyed the land described in precisely the same terms to John P. Chiappa.

1947 : No. 18

BETWEEN

AMELIA CHIAPPA

Plaintiff

and

HEMAN MONTGOMERY BASCOME SMITH

Defendant

ABSTRACT OF TITLE

of land coloured pink on plan marked "A"

24th July, 1913 John Caulder and Julia Caulder his wife conveyed the land to John Peter Chiappa.

Description: ALL THAT certain parcel of land situate at Spanish Point in Pembroke Parish in the Islands of Bermuda and bounded on the NORTH by a public road leading towards the Admiralty Landing Place on the SOUTH by land of Peter David Saunders and conveyed by an Indenture of even date to the said John Peter Chiappa on the EAST by the public road running from the said lot of land to the Spanish Point Road and on the WEST by land of the devisees of Richard Henry Duerden deceased OR HOWEVER OTHERWISE the said parcel of land may be bounded or ought to be described TOGETHER WITH all buildings, etc.

Exhibit O

IN THE SUPREME COURT OF BERMUDA

1947 : No. 18

BETWEEN

AMELIA CHIAPPA

Plaintiff

and

HEMAN MONTGOMERY BASCOMB SMITH

Defendant

ABSTRACT OF TITLE

of land coloured blue on plan

20th August, 1889 Julia Smith conveyed the land to Julius Astwood Smith and Mary Jane Smith subject to certain obligations to be assumed by the said Julius Astwood Smith and Mary Jane Smith.

Description: ALL THAT certain parcel of land at Spanish Point in Pembroke Parish aforesaid bounded on the NORTH by land of the devisees or assigns of the above mentioned Peter Tucker on the SOUTH by land now or late in the possession of Richard Shaw Wood on the EAST by the Public Road running to the last mentioned land from the main Spanish Point Road and on the WEST by land devised by the said Peter Tucker and now in the possession of Jeremiah Hinson OR HOWEVER OTHERWISE the said parcel of land may be bounded or ought to be described TOGETHER WITH the cottage and all other buildings, etc..... TOGETHER WITH a right in the owners and occupiers of the premises hereby granted and every part thereof and their servants and all persons authorized by them to have and enjoy a free and unrestricted way Three feet wide for all purposes and at all times over and across the Northern part of the land so as aforesaid devised to Jeremiah Hinson from and to the land hereby granted to and from the sea.....SUBJECT ALWAYS to the right of the owners and occupiers of the land hereinbefore mentioned to have been devised to Jeremiah Hinson or

any part thereof and all persons authorized by them at all times hereafter to have use and enjoy a free and unrestricted way or road Three feet wide over and across the Northern part of the land hereby granted from and to the land so devised to Jeremiah Hinson to and from the public road on the East running from the main Spanish Point Road to the land of Richard Shaw Wood.

27th July, 1895 Julius Astwood Smith and Mary Jane Smith conveyed the land described in precisely the same terms, together with and subject to the same rights-of-way to Julia Smith.

8th November, 1902 Julia Calder (previously Julia Smith) and James Nathaniel Calder her husband conveyed the land described in precisely the same terms and with and subject to the same rights-of-way to Peter David Saunders.

24th July, 1913 Peter David Saunders and Florence Gertrude Saunders his wife conveyed the land to uses to bar dower to John Peter Chiappa. The land is described in precisely the same terms in this deed, but the right -of-way is omitted. Under this same deed the parcel of land coloured pink on the plan and marked "B" is also conveyed to John Peter Chiappa, but this last parcel of land is of no interest in this action.

Exhibit O

IN THE SUPREME COURT OF BERMUDA

1947 : No. 18

BETWEEN

Amelia Chiappa

Plaintiff.

and

Heman Montgomery Bascome Smith

Defendant.

Exhibit O

D E F E N C E

The Defendant is in possession by himself or his tenant of the premises referred to in Paragraph 8 of the Statement of Claim.

Dated the 19th day of March, 1947.

Signed APPLEBY & SPURLING

Crawford House, Church Street,
Hamilton, Bermuda.

Attorneys for the Defendant.

To Messrs. Conyers, Dill & Pearman,
The Bermuda Fire & Marine Insurance Building,
Pembroke, Bermuda.

Attorneys for the Plaintiff.

Delivered the 19th day of March, 1947.

Exhibit O

IN THE SUPREME COURT OF BERMUDA

1947 : No. 18

10

BETWEEN

AMELIA CHIAPPA

Plaintiff

and

HEMAN MONTGOMERY BASCOME SMITH

Defendant

NOTICE OF TRIAL

TAKE NOTICE of trial of this action for the 19th day of
December, 1947.

Dated this 9th day of December, 1947.

Concordia Seaman

of The Bermuda Fire and Marine
Insurance Building, Pembroke,
Bermuda, Attorneys for the
Plaintiff, whose address for
service is the same.

TO
Messrs. Appleby & Spurling,
Crawford House,
Church Street,
Hamilton,
Bermuda,
Attorneys for the Defendant

1947 Supreme Court 40

11

IN THE SUPREME COURT OF BERMUDA
1948⁷ No. 18

BETWEEN

AMELIA CHIAPPA

Plaintiff

and

HEMAN MONTGOMERY BASCOME SMITH

Defendant

TAKE NOTICE that it is the intention of
the above named defendant to have the
issues of fact arising in this action
tried by a special Jury.

Dated the Twentieth day of January One
thousand nine hundred and forty-eight.

E. T. Richards

Attorney for the Defendant.

TO Conyers, Dill & Pearman,
Attorneys for the Plaintiff,
Hamilton.

IN THE SUPREME COURT OF BERMUDA
1947: No. 18

9

BETWEEN

AMELIA CHIAPPA

Plaintiff

and

HEMAN MONTGOMERY BASCOME SMITH

Defendant

LET ALL PARTIES CONCERNED attend the
Chief Justice in Chambers on *Tuesday*
the *30th* day of December, 1947 at
10.15 o'clock in the forenoon or so
soon thereafter as Counsel can be heard
on the hearing of an application on the
part of the defendant that an order be
made enlarging the time within which the
defendant can signify his desire to have
the issues of fact tried by the Court
with a jury.

Dated the Nineteenth day of December,
One thousand nine hundred and forty-seven.

W. Norman Parker
Registrar

This Summons was issued by Edward Trenton
Richards, Attorney for the Defendant.

TO Conyers, Dill & Pearman,
Bermuda Fire & Marine Insurance Building,
Pembroke.

Exhibit O

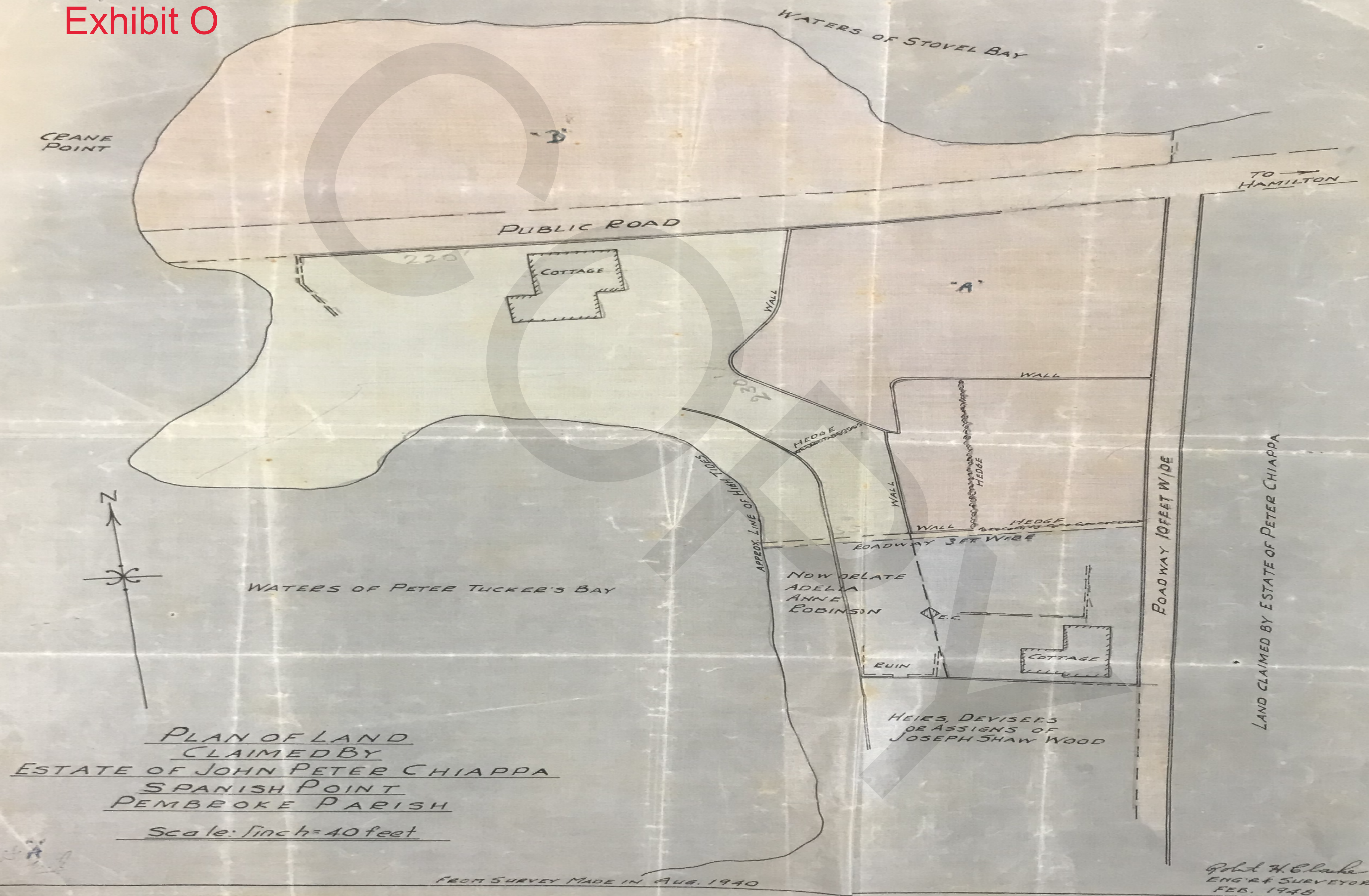


Exhibit O

Dated 24 July 1913

John Cauldor
and
Julius Cauldor

to
Respect Bartley & Co's Hauling
to us

Continued
A lot of haul in Simboko
Punct.

Bermuda
Colonial Secretary's Office
20th Dec - 1913

Received in Book of Deeds
90.00 - P 1913

**DISPUTE OVER LAND AT
SPANISH POINT**

**Question Of Location Of
Boundary For Decision**

**STORY OF BURNED SHED
TOLD IN SUPREME COURT**

The hearing of the first case in the civil section of the Hilary Assizes of the Supreme Court began yesterday before Dr. the Hon. R. C. Hollis Hallett, assistant chief justice, and a jury.

The case was brought by Mrs. Amelia Chiappa who is suing Mr. Herman Montgomery Bascombe Smith for the return of a parcel of land at Spanish Point and in connection with damage caused to the land by the defendant.

Before the hearing began, Dr. Hallett informed counsel that he had performed legal duties in connection with the land some time ago in his private law practice, but both Mr. James E. Pearman, counsel for Mrs. Chiappa, and Mr. E. T. Richards, representing Mr. Smith, waived any objection they might have raised.

Jurors selected to try the case were Messrs. A. L. Anderson, K. T. J. Outerbridge, A. P. Joel, H. C. Crighton, S. C. Pye, J. M. Hamilton, C. B. Davis and J. B. Ferguson, foreman.

The other special jurors who attended the sitting were allowed to leave, but were informed that if another case requiring a jury arose they would be recalled. No other case is at present scheduled.

LIFE TENANT

In his opening speech, Mr. Pearman said that Mrs. Chiappa, who was not in court but was represented by her grandson, Mr. John P. Chiappa, was the life tenant of a parcel of land at Spanish Point, part of which was involved in the present suit.

About three years ago Mr. Smith purchased land next to that of Mrs. Chiappa, started excavations on it and put the earth from the excavations on Mrs. Chiappa's property, which he referred to as his at that time.

The location of the southern boundary of Mrs. Chiappa's land is the question to be decided.

Mr. Robert H. Clark, surveyor, was called to identify a plan of the property and adjoining land which he had prepared on information given him by Mr. John P. Chiappa.

The rest of the morning's hearing was taken up with the reading of deeds and other documents relating to Mrs. Chiappa's land.

BEGAN BUILDING COTTAGE

Mr. John Peter Chiappa gave evidence during the afternoon session. He said that in 1946 the defendant began building a cottage on the property. Witness told the defendant that he must be on the wrong piece of land. He told Mr. Smith on that occasion that Mr. Smith's father had also tried to claim the land for sale to the Public Works Department as a swimming place.

"The Board of Works investigated Mr. Smith's father's claim and would not accept it. They were more inclined to accept the title of my father," Mr. Chiappa said.

On that occasion the defendant said he thought Mr. Chiappa was mistaken and that it was witness' father who had been proved wrong. Witness said he would prove it and procured a copy of a report made by the Public Works Department which stated that Mr. Chiappa's right to the land was the one accepted.

Despite the report, Mr. Smith continued to build on the land and deposited certain excavation spoil on the property claimed by Mr. Chiappa. As a result of this, a writ was issued.

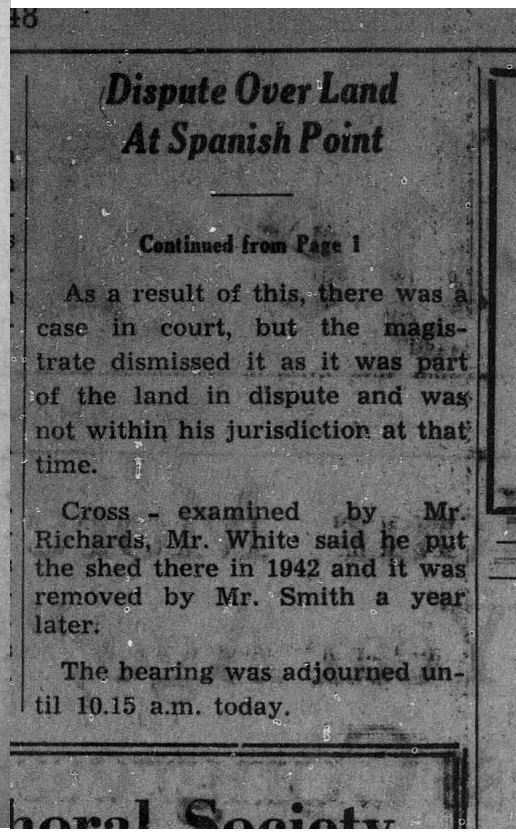
TROUBLE OVER SHED

Mr. Edward William White, a dockyard employee, said that he had occupied a cottage on part of the land now in dispute since 1934 and that he rented this cottage from Mr. Chiappa. Mr. Chiappa, senior, from whom he originally rented the cottage, had shown him the boundaries of this piece of property and had given him permission to farm certain areas of the land. In August, 1941, he had a "run in" with Mr. Smith when Mr. Smith removed a shed he had placed on the property. Mr. Smith had smashed the shed up and moved it further along the land. Witness wrote and complained to Mr. Smith after which Mr. Smith was alleged to have burned down the shed and to have covered the spot with building spoil.

Continued on Page 2

The Royal Gazette March 16, 1948
(page 1)

Exhibit O



LAWSUIT OVER LAND AT SPANISH POINT

Hearing May Be Completed In Supreme Court Today

The hearing of the civil action concerning the ownership of a parcel of land at Spanish Point was continued in the Supreme Court yesterday when Mr. Bascombe Smith gave evidence in support of his claim to the land which is also claimed by Mrs. Amelia Chiappa. The suit was brought by Mrs. Chiappa.

Mr. Smith, examined by his counsel, Mr. E. T. Richards, testified that he had bought a piece of property next to that of Mrs. Chiappa from his aunt and that part of the land he bought was included in the area of the Chiappa land as shown in a map presented to the court by Mr. John P. Chiappa on behalf of his grandmother who did not appear in person.

Mr. Smith mentioned that there was a 3 ft. right of way passed his aunt's property and considerable questioning followed about the exact location of this path.

The witness said that the actual location of the right of way, mentioned in the deed as leading from the public road to "Burnt House," was actually some distance north of the present pathway which was used for convenience. The right of way was bounded by a wall on the north and by stones stuck in the earth on the south.

Mr. Smith also testified that on June 9, 1946, a short time after he bought the land, he had inserted a notice in The Royal Gazette asking that any possessions of other persons on the land bought by him be removed by them. About a year later he removed a shed, which was not his, which was on the property.

Cross-examined by Mr. J. E. Pearman, counsel for Mrs. Chiappa, Mr. Smith agreed that the title to the property he bought from his aunt stemmed from a deed for the land issued in the 1880's to the then owner, Mr. Jeremiah Hinson. That deed, which was introduced as evidence, specified that a perpetual right of way be maintained over the most northern part of the parcel.

He said that he had exercised no acts of possession on the area in dispute, on the land at which the two properties join, except to put excavation spoil on it and to plant sweet potato slips. He had done nothing to establish a further claim to other property depicted in the plan with his deed and also overlapping some of Mrs. Chiappa's land but not involved in the present dispute.

Mr. Smith testified further that he had got the plan which he submitted as evidence from the law firm which drew up the deed and had not been told that the plan had been drawn in connection with a Board of Works investigation with a view to buying some of the land as a bathing beach.

Dr. the Hon. R. C. Hollis Hallett, assistant chief justice, before whom the case is being heard, questioned Mr. Smith on the technicalities of the deeds to both his property and that of Mrs. Chiappa and the hearing ended for the day with brief evidence by Mr. John Alexander Smith, a long-time resident of land beside the disputed properties.

The case is expected to be completed today.

The Royal Gazette March 17, 1948 (Page 5)

INVOLVES COMPLICATED LEGAL PROBLEMS

Spanish Point Land Suit Summing Up Today

The hearing of evidence in the civil action involving the ownership of land, brought by Mrs. Amelia Chiappa against Mr. Bascombe Smith, was completed in the Supreme Court on Wednesday.

The summing-up of the jury was postponed until this morning to give Dr. the Hon. R. C. Hollis Hallett, who is hearing the case, ample time to explore the complicated legal problems involved.

"The matter is not quite as simple as counsel have said," Dr. Hallett remarked after the close of the arguments. He also noted that the hearing of such a case, involving property ownership with a jury, was unusual in modern days and went back to legal precedents set before 1905.

The jury's duty was to determine the facts in the case while the determination of points of law was the responsibility of the judge. Thorough investigation of the legal system involved was necessary before he addressed the jury.

"Until the system is changed, we will have to carry it out to the best of our ability," he told the jurors.

The land in dispute is a strip on the north and east sides of Peter Tucker Bay at Spanish Point. It is claimed by both Mrs. Chiappa, who was represented by her grandson, Mr. John P. Chiappa, and Mr. Smith, who said he considered the strip part of a parcel of land he had bought next to that of Mrs. Chiappa.

In his argument of the case for Mr. Smith, Mr. E. T. Richards said that the description of the Chiappa land in its deed was not borne out in the plan of the land which had been submitted as evidence.

He pointed out that descriptions of land in old deeds were "often a headache not only to surveyors but also to members of the bar."

Mr. Richards' argument lasted for an hour and 15 minutes and when Mr. J. E. Pearman, counsel for Mrs. Chiappa, got up to begin his speech he told the jury that neither he nor his client had asked for a jury and he thanked them for listening attentively to "a rather tiresome case."

Mr. Richards immediately entered an objection to Mr. Pearman's statement and Dr. Hallett upheld it. However, Mr. Pearman was allowed to say that he had objected to a jury trying the case, while Mr. Richards had asked for it.

"The plaintiff has amply demonstrated her title to the land," Mr. Pearman said, adding that the problem boiled down to a simple matter of determining where the southern boundary of Mrs. Chiappa's property lay.

He pointed out that the right of way referred to in Mr. Smith's deed as being on the most northerly portion of his land was not shown on the map Mr. Smith had entered as evidence.

He pointed out further that the map had been drawn in 1936 when the Department of Public Works had investigated the area with the idea of buying it for a public bathing beach and, speaking for himself, he had reached an obvious conclusion.

Mr. Sidney Kemsley had testified in the case that he had investigated the area for a beach and had reported at that time that the claim of Mrs. Adelia Robinson, previous owner of Mr. Smith's land, could not be reconciled with the deed to her property.

The Royal Gazette – March 19,
1948 (page 4)

VERDICT IN SPANISH POINT LAND DISPUTE

Jury Find In Favour Of Mrs. Amelia Chiappa

After deliberating one hour and 22 minutes a special jury yesterday returned a verdict in favour of Mrs. Amelia Chiappa who has been suing Mr. Bascombe Smith for the possession of a disputed piece of land on the joint boundary of their properties at Spanish Point.

Costs for damage to the property by Mr. Smith will be decided later. Mrs. Chiappa asked for £150 in damages after Mr. Smith deposited the spoil from excavation on the land which it was decided belonged to Mrs. Chiappa.

The assistant Chief Justice, Dr. the Hon. R. C. Hollis Hallett, who heard the action, complimented the two counsel for their able handling of a case which involved complicated legal technicalities. Mr. James E. Pearman, M.C.P., appeared for Mrs. Chiappa and Mr. E. T. Richards represented Mr. Smith.

The land in question is a portion of the south shore of Peter Tucker's Bay on Spanish Point. The hearing of the case occupied three and a half days.

Mrs. Chiappa did not appear in court in person, but was represented by her grandson, Mr. John Peter Chiappa.

The Royal Gazette – March
20, 1948 (page 1)

Between

Amelia Chiappa

(13) Plaintiff

Exhibit O

Heman Montgomery Bascombe Smith
Defendant.

1. From the evidence you have obtained from the title deeds and the witnesses, has the plaintiff proved that the lands described in her title deeds are correctly shown and coloured green and pink on the plan Exhibit "A" ?

yes.
J. Ferguson
Foreman
19/3/48

2. Has the defendant and his predecessors in title or any of them had continuous possession of any part of the property shown in green and pink on Exhibit "A" for a period of Twenty or more years prior to the 3rd of February, 1947 ? no.

J. Ferguson
Foreman
19/3/48

3. If so, describe or define the land possessed and state the date of commencement of the possession ?

Damages nil.

J. Ferguson
Foreman
19/3/48

Exhibit P

(1)

The property in question was purchased by Mr. Peter Tucker in 1830. It contained three Cottages. In June 1876 Peter Tucker sold a lot to Mr. James Nelson measuring 65' by 102'. The House he lived in, which is now the Spanish Point Boat Club, he conveyed to Samuel Joel. His Eastern boundary is the second wall East of the house, which is about seventy feet, and on the South by a Stone wall separating the waters of the bay. The rest of the property was conveyed to Jeremiah Hinson, who lived the second House. Miss Julia Smith had her life interest ONLY in the third house, which was to go to Mr. Hinson also, at Miss Smith's death.

The property was conveyed by Jeremiah Hinson the the same manner to William Brown, who in turn conveyed it to his wife, Anne Elizabeth Brown, who in turn conveyed the same property to Mrs. Adelia Ann Robinson. Adelia Robinson paid Taxes ~~xxxxxx~~ from 1915 to 1921 for Mrs. Brown. From 1921 to 1946, Mrs. Robinson paid Taxes for herself. (Without any dispute). In 1946 I purchased the same property from Mrs. Robinson, who is my Aunt, for the sum of £400. 0. 0. The first year the Vestry taxed me for the property, then a dispute arose, with Mr. Chiappa, who was trying to claim a portion of the property, which started a Court procedure.

I then went to see Mr. E. T. Richards to represent me. Whilst preparing the Case I told Mr. Richards not to have Mr. Hallett as the Judge as he had been involved in the making out of some of the Documents for Mr. Chiappa. So after going back to his office a couple of times he told me that they had a Meeting in the Chief Justice Chambers and the Chief Justice said that Mr. Hallett had to try the Case. I told him I could not see how Mr. Hallett could try the Case when I knew that he was involved in the making out of some of the papers. Every time I went back to Mr. Richards he told it still stood the same. The day the Case began ~~xx~~ and Mr. Hallett came in to sit on the bench, he told the Court that it had just been brought to his attention that he was involved in the making out of some of the papers, and no doubt you will hear my name mentioned several times, but of course it is only a minor something, although I thought I would draw your attention to it, as you have the option of objectin to me sitting on the bench if you feel so disposed to do so. Mr. Richards then arose to his feet and said, ~~Yes~~, Your Honour, it is not necessary to object its alright for the Case to proceed. From then on all proceedings went against me, because Mr. Richards failed to put forward any of my evidence to prove my Case. When the Case closed, I was not told anything by the Judge. But coming out of Court Mr. Richards said to me, well the case has gone against you so I will have to get an itemized Bill of the cost from Mr. Pearman, who was Chiappa's Lawyer, and when I do I will ~~gx~~ send for you. My reply to him was "I am not satisfied with the way the case went and I would like to appeal to England.

(2)

He told me it did not make sense as it would cost over £300. 0. 0. So in eight days he sent for concerning the Bill. I was expecting him to say £300. 0. 0 or over, as I knew Mr. Chiappa was claiming £150. 0. 0 damages. But when he read the bill of to me he said everything included is £62. and some shillings. I told him that I understood all that, and he could tell Mr. Hallett, Mr. Pearman or who ever he had to tell that I say, if its sixty-three cents I am not paying it, because I have not had any Justice. He then handed me a bil from Mr. Clark for £3. 10. 0 for giving evidence, I told him I knew nothing about that. He then asked me about his fee. I told him I had paid him so much. He said in a case like that it cost £60. 0. 0, you bring me so much more, which amounted to £55. 0. 0. So I told him to get my papers straight and I would bring him his money, and that is all I have ever paid.

Exhibit Q

IN THE SUPREME COURT
OF BERMUDA

1959. No. 19

THE SPANISH POINT
BOAT CLUB

-v-

HEMAN MONTGOMERY BASCOMBE SMITH

STATEMENT OF CLAIM



L. J. MADEIROS
Attorney for the Plaintiff

IN THE SUPREME COURT OF BERMUDA

1959: No. 19

BETWEEN

THE SPANISH POINT BOAT CLUB

Plaintiff

and

HEMAN MONTGOMERY BASCOME SMITH

Defendant

STATEMENT OF CLAIM

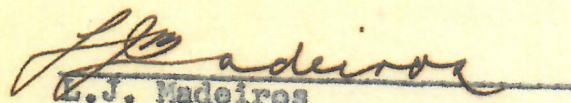
1. The Plaintiff is entitled to possession of ALL THAT certain parcel of land (being irregular in shape) situate at Spanish Point in Pembroke Parish in the Islands of Bermuda and estimated to comprise Two roods and twenty-eight perches (0.675 of an acre) and bounded NORTHERLY by the Public Road leading to "Crane Point" and there measuring Two hundred and twenty-three feet (223') EASTERLY SOUTH-EASTERLY NORTHEASTERLY and EASTERLY by other land formerly held herewith by John Peter Chiappa (the elder) deceased and to which his devisees are entitled and there measuring along the line of a wall One hundred and forty-six feet (146') and Sixty-six feet (66') SOUTHERLY by a roadway Three feet (3') wide and there measuring Fifty-six feet (56') WESTERLY SOUTHWESTERLY SOUTHERLY SOUTHEASTERLY and SOUTHERLY by the Waters of Peter Tucker's Bay and NORTHWESTERLY WESTERLY and SOUTHWESTERLY by the Waters of the Great Sound TOGETHER WITH the buildings erected thereon and collectively known as "the Spanish Point Boat Club".
2. John Peter Chiappa (the elder) was seised in fee simple in possession of the parcel of land hereinbefore described together with other lands.
3. John Peter Chiappa (the elder) made his last will and testament dated the 17th day of July, 1929, and under by virtue thereof his wife Amelia Chiappa being entitled to an estate her life in the said parcel of land hereinbefore described together with other lands and subject thereto Archibald William Chiappa and Edna Chiappa being entitled to life estates and three grandchildren of the said John Peter Chiappa (the elder), namely John Peter Chiappa Cecil Christopher Chiappa and Mary Jane Dallas, being entitled in fee simple to the remainder thereof.

4. The said John Peter Chiappa (the elder) died on the 20th day of May, 1933, seised and possessed of the said parcel of land hereinbefore described in Paragraph 1 hereof and without altering or revoking his said will.
5. In the Supreme Court of Bermuda, 1947: No. 18, between the said Amelia Chiappa (as life tenant) and Defendant, in a trial by jury, the said Amelia Chiappa proved that the lands described in her title deeds (including the said parcel of land hereinbefore described in Paragraph 1 hereof) were correctly shown and coloured green and pink on the plan exhibited to the Court (which said exhibit marked "A" is still in existence).
6. By a Lease dated the 1st day of March, 1954, and made between the said Amelia Chiappa Archibald William Chiappa (since deceased) the said Edna Chiappa John Peter Chiappa Cecil Christopher Chiappa and Mary Jane Dallas all of the one part and the Plaintiff of the other part the said parcel of land hereinbefore described was demised unto the Plaintiff for a term of years.
7. The defendant on the 18th and 25th of January, 1959, did wrongfully enter and erect barbed-wire fences on the said parcel of land hereinbefore described in Paragraph 1 hereof and thereby did cause damage to the said premises.

The Plaintiff claims:

- (1) Damages for the injury to the said premises.
- (11) An injunction restraining the defendant, his servants, workmen, and agents, from entering on the said land, or from injuring the said premises or from erecting or causing to be erected barbed-wire fences or other fences on the said premises, or from in any way interfering the Plaintiff's use and enjoyment of the said premises.

Dated: 18th February, 1959


E.J. Madeiros
Reid Street
Hamilton, Bermuda
Attorney for the Plaintiff

TO:
Lois M. Browne
Church Street
Hamilton, Bermuda
Attorney for the Defendant

Exhibit R

SPANISH POINT,
PEMBROKE WEST,
31ST JAN., 1964.

APPLEBY, SPURLING & KEMPE,
HAMILTON,
BERMUDA.

GENTLEMEN:

IN REFERENCE TO THE BILL TO INCORPORATE A PORTION OF PROPERTY
IN SPANISH POINT, PEMBROKE WEST BY MR. JOHN PETER CHIARPA AND HIS SISTER
MRS. MARY DALLAS, I BEG TO INFORM YOU THAT I AM IN POSSESSION OF A PORTION
OF THE PROPERTY IN PARAGRAPH 3 OF THE LIST OF PROPERTIES, I ALSO HAVE A
HOUSE ON THE SAID PORTION OF PROPERTY AND I HAVE BEEN LIVING IN THE HOUSE
FOR THE PAST FIFTEEN YEARS WITHOUT ANY INTERFERENCE. I HAVE MY DEEDS FOR
THIS PORTION OF PROPERTY WHICH WERE MADE OUT BY GRAY & SMITH AND I WOULD ALSO
LIKE TO ADD THAT THE THREE FOOT RIGHT-OF-WAY IS NOT IN ITS CORRECT POSITION.

YOURS TRULY,

MR. NEWBOLD SMITH.

Exhibit R

COLERIDGE A. WILLIAMS

Ex 9A

14th February, 1964.

The Chairman,
Joint Standing Committee on Private Bills,
House of Assembly,
Hamilton.

Dear Sir:

Re: Notice of Intended Petition to
Incorporate a Company named
"Windsor Development Limited."

I have been instructed by Mr. Albert W. I. Jones of North Shore, Pembroke (West) and Mr. Newbold W. Smith of Spanish Point, Pembroke (West) to protest on their behalf the incorporation of a company to be named "Windsor Development Limited" pursuant to a Private Bill Notice contained in The Royal Gazette dated Friday, January 17th, 1964. The protest, however, is only limited to the inclusion in any incorporating Act of the parcel of land described in paragraph (iii) of the Schedule to the said Notice.

Messrs. Jones and Smith say that the said parcel of land as described in the aforementioned Notice encompasses land which they have legal title to and which has been in their exclusive possession for a number of years.

Firstly, the area claimed by Mr. Jones:

A copy of a Sketch Plan (which itself is apparently a copy of a plan drawn by N.A. Swan in July 1925) annexed to an Indenture dated the 31st day of August, 1934, made between Julia Ann Calder of the

.../one

Exhibit R

The Chairman - - 2

14th February, 1964.

one part and Gerald Nathaniel Saunders of the other part, is annexed hereto and marked "A". The area claimed by Mr. Jones is coloured Pink.

In 1934 by the aforementioned Indenture, Julia Calder voluntarily conveyed the parcel of land shown on the said plan to her grandson Gerald Nathaniel Saunders, which said conveyance was duly registered at the Registrar General's Office in the Book of Voluntary Conveyances No. 3 at page 200.

By an Indenture dated the 18th day of June, 1943, the said Gerald Nathaniel Saunders conveyed the said premises, for the consideration therein mentioned, to Mr. Jones. The parcels clause in the said Indenture contains the following description:-

"ALL THAT certain parcel of land situate in Pembroke Parish in the Islands of Bermuda bounded on the NORTH partly by the Public Road leading to Hamilton and there measuring Sixty seven feet or thereabout and partly by land in the possession of Charlotte Alice Wood Wellman and there measuring Seventy four feet and six inches or thereabout on the EAST by a road or way Ten feet in width separating the parcel of land now being described from land of the Shaw Wood Estate and there measuring One hundred and forty two feet or thereabout on the SOUTH by land already in the possession of the said Albert Jones and there measuring One hundred and seven feet or thereabout on the SOUTH-WEST by land

.../of

Exhibit R

The Chairman - - 3

14th February, 1964.

of the heirs or devisees of Peter Tucker deceased or their assigns and there measuring Sixty feet and three inches or thereabout and on the WEST by land of the said Charlotte Alice Wood Wellman and there measuring One hundred feet or thereabout."

It will be noted that there appears to be a misdescription of the Northern boundary in that it is stated to be bounded partly by the Public Road leading to Hamilton and partly by land in the possession of Charlotte Alice Wood Wellman. There also seems to be a discrepancy between the measurements of the Northern boundary as stated in the deed and as indicated on the plan. These matters I cannot reconcile.

Secondly, the area claimed by Mr. Smith:

A copy of a plan which is annexed to an Indenture dated the 11th day of February, 1949, made between Albert Walter Inglis Jones and Ethel Gwendolyn Jones his wife of the first part and Heman Montgomery Bascome Smith of the second part and Edmund Gosling Gray of the third part, is annexed hereto and marked "B". The area claimed by Mr. Smith is coloured Pink and Green.

By an Indenture dated the 31st day of August, 1934, Julia Ann Calder conveyed the parcel of land shown on the said plan to her grandson, Gerald Nathaniel Saunders. After several transactions, the said Gerald Nathaniel Saunders conveyed the said premises to Albert Walter Inglis Jones by an Indenture dated the 23rd day of February, 1942 along with other hereditaments..

By an Indenture dated the 11th day of February, 1949, the said Albert Walter Inglis Jones and his wife, Ethel Gwendolyn Jones
.. : ./conveyed

Exhibit R

The Chairman - - 4

14th February, 1964.

conveyed the said premises to Heman Montgomery Bascome Smith.

Finally, by an Indenture dated the 30th day of April, 1955, the said Heman Montgomery Bascome Smith voluntarily conveyed the said parcel of land to his son, Newbold Wilmot Smith, which said Conveyance is recorded in the Registry of the Supreme Court in the Book of Voluntary Conveyances No. 6 at page 283. The parcels clause in the said Indenture contains the following description:-

"ALL THAT certain parcel of land situate in Pembroke Parish in the Islands of Bermuda delineated on the plan annexed to the said recited Indenture and thereon coloured green and red and marked "A" and "B" respectively (being a portion of Lot 3 of Tract 33 on the Parish Map) and bounded NORTHERLY partly by land formerly of James Nelson and partly by land of John Peter Chiappa and there measuring Ninety-five feet (95') EASTERLY by the road-way ten feet wide coloured yellow on the said plan and there measuring Ninety feet six inches (90'6") SOUTHERLY by other land formerly held with the land now being described and there measuring Eighty-eight feet (88') and WESTERLY by land heretofore held with the land now being described held by the said Grantor and there measuring as shewn on the said plan Ninety-eight feet (98')."

Both Mr. Jones and Mr. Smith, during their possession of each lot claimed by them, have built on their respective lots. In the case of Mr. Jones, he has constructed a tank from which he has drawn water from time to time; and in the case of Mr. Smith, he has built a house in which he now lives.

. . . /Over

Exhibit R

The Chairman - - 5

14th February, 1964.

Over the years much confusion has been caused concerning the title to land situated in the area above mentioned. While such contentious claims cannot here be reconciled, it is submitted that since the land described in para. (iii) in the Schedule to the Private Bill Notice published at the instance of John Peter Chiappa and Mary Jane Dallas concerns land to which both Mr. Jones and Mr. Smith claim to be entitled, any incorporating Act should not include such contested areas. It is therefore respectfully requested that the intended petitioners for the incorporation of a Company named "Windsor Development Limited" be required to delete from their said petition the areas claimed by Messrs. Jones and Smith, or that such incorporating Act exclude such areas.

Yours faithfully, 1/12.

Coleridge A. Williams
Attorney for Albert W. I. Jones and
Newbold W. Smith

CAW:OA

Encs..2

Exhibit R

Duplicate

JOURNALS
OF THE
HOUSE OF ASSEMBLY
OF
BERMUDA

SESSION OF 1963-64

Exhibit R

142

JOURNALS OF THE HOUSE OF ASSEMBLY.

[1963-64]

ing committee on private bills for the amendment thereof, which was agreed to.

Mr. J. C. ASTWOOD moved for leave to introduce and read the first time by its title a bill entitled "The Ambrica Trading Company Act, 1964".

His Honour the SPEAKER stated that the necessary certificate had been furnished.

Mr. Astwood's motion was thereupon agreed to and the bill was then read the first time by its title.

On motion of Mr. C. V. Zuill the petition of Edith Hollis Bach and others for the incorporation of the Bermuda Kennel Club, together with the report of the joint standing committee on private bills this day presented, was considered in the House.

Mr. C. V. ZUILL moved that the prayer of the petition be granted and, to give effect thereto, that without prejudice leave be given to bring in the proposed bill reprinted to accord with the recommendations of the joint standing committee on private bills for the amendment thereof, which was agreed to.

Mr. C. V. ZUILL moved for leave to introduce and read the first time by its title a bill entitled "The Bermuda Kennel Club Act, 1964".

His Honour the SPEAKER stated that the necessary certificate had been furnished.

Mr. Zuill's motion was thereupon agreed to and the bill was then read the first time by its title.

On motion of Mr. C. V. Zuill the petition of Francis Boyd Vallis and another for incorporation as "Vallis and Hayward Limited", together with the report of the joint standing committee on private bills this day presented, was considered in the House.

Mr. C. V. ZUILL moved that the prayer of the petition be granted and, to give effect thereto, that without prejudice leave be given to bring in the proposed bill reprinted to accord with the recommendations of the joint standing committee on private bills for the amendment thereof, which was agreed to.

Mr. C. V. ZUILL moved for leave to introduce and read the first time by its title a bill entitled "The Vallis and Hayward Company Act, 1964".

His Honour the SPEAKER stated that the necessary certificate had been furnished.

Mr. Zuill's motion was thereupon agreed to and the bill was then read the first time by its title.

On motion of Mr. C. V. Zuill the petition of John Peter Chiappa and another for incorporation as "Windsor Development Limited", together with the report of the joint standing committee on private bills this day presented, was considered in the House.

Mr. C. V. ZUILL moved that the prayer of the petition be granted and, to give effect thereto, that without prejudice leave be given to bring in the proposed bill reprinted to accord with the recommendations of the joint standing committee on private bills for the amendment thereof, which was agreed to.

Mr. C. V. ZUILL moved for leave to introduce and read for the first time by its title a bill entitled "The Windsor Development Company Act, 1964".

His Honour the SPEAKER stated that the necessary certificate had been furnished.

Mr. Zuill's motion was thereupon agreed to and the bill was then read the first time by its title.

Exhibit R

Both the fees and expenses actually incurred exceeded these amounts but were adjusted downwards to meet the agreed figure.

The Governor has the honour, therefore, to request the Honourable House to provide the sum of £17,600 for the purpose stated above.

Public Buildings, Hamilton,
6th. March, 1964.

Mr. J. C. ASTWOOD presented the two following petitions:

(i) The petition of Pembroke Company Limited for the incorporation of a company to be called "Mark Holdings Limited".

(ii) The petition of Coral Island Company Limited to amend the Company's Act of incorporation.

The two petitions were referred to the joint standing committee on private bills.

Mr. G. A. COOPER presented a report from the Finance Committee relative to the secondment of the Colonial Auditor for service with the Committee.

On motion of Mr. C. V. Zuill the resolve entitled "The James Younger and Mabel Avis Mayhew (Relief) Resolve, 1964", was resumed in Committee.

Mr. J. C. ASTWOOD in the Chair.

The motion for the adoption of the resolve made on the last day of meeting was under consideration.

Mr. E. H. BARNES moved to amend the resolve by striking out the words "with effect from the first day of March, 1964", which was agreed to.

The resolve as amended was agreed to.

Mr. C. V. ZUILL moved the Schedule.

Mr. E. H. BARNES moved to substitute for the Schedule as printed the following Schedule:

SCHEDULE

1. Grant to James Younger with effect from the first day of March, 1964 at the annual rate of £319 9 4 £266 4 6
2. Grant to Mabel Avis Mayhew with effect from the first day of June, 1963 at the annual rate of £98 17 10 £156 11 7

—which was agreed to.

The House resumed.

The Chairman reported the resolve which was adopted and ordered to be printed.

On motion of Mr. C. V. Zuill the bill entitled "The Windsor Development Company Act, 1964", was read the second time in the House.

On motion of Mr. C. V. Zuill clauses 1-6 inclusive and the Schedule were agreed to.

On motion of Mr. C. V. Zuill the bill was then adopted and ordered to be printed.

On motion of Mr. J. C. Astwood the bill entitled "The Oleander Cycles Company Act, 1964", was read the second time in the House.

On motion of Mr. J. C. Astwood clauses 1-5 inclusive were agreed to.

On motion of Mr. J. C. Astwood the bill was then adopted and ordered to be printed.

Mr. O. R. ARTON moved that the bill entitled "The Chemical Trading and Finance Company Act, 1964", be now read the third time, which was agreed to.

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DAY No. 36.

FRIDAY, 28th. February, 1964.

No. 103.

Report of joint standing committee on private bills.

TO THE HONOURABLE THE PRESIDENT AND HONOURABLE GENTLEMEN OF THE LEGISLATIVE COUNCIL:

TO HIS HONOUR THE SPEAKER AND MEMBERS OF THE HONOURABLE HOUSE OF ASSEMBLY:

The joint standing committee on private bills has the honour to submit the following report.

1. The Committee has carefully examined the petitions together with the relative bills listed hereunder and in each case is satisfied that the proposed bill is a private bill and that all rules of both Houses having to do with private bills have been complied with. The Committee accordingly recommends that the prayer of the several petitions be granted and that leave be given to bring in the proposed bills to give effect thereto.

- (a) The Bermuda Cement Company Act, 1964.
- (b) The Chemical Trading and Finance Company Act, 1964.
- (c) The Vallis and Hayward Company Act, 1964.
- (d) The Bermuda Kennel Club Act, 1964.
- (e) The Marine Investments Company Act, 1964.
- (f) The Nathan Mayer Holdings Company Act, 1964.
- (g) The Nathan Mayer Investment Company Act, 1964.
- (h) The Oleander Cycles Company Act, 1964.
- (i) The International Chemical Corporation Act, 1964.
- (j) The Ambricca Trading Company Act, 1964.
- (k) The A. C. Brewer Distributors Company Act, 1964.
- (l) The Western Investment and Trading Company Act, 1952, Amendment Act, 1964.
- (m) The Northern Investment Company Act, 1953, Amendment Act, 1964.
- (n) The Windsor Development Company Act, 1964. ←

2. With regard to the last named bill, it was brought to the attention of the Committee that a dispute exists as to the title to the land described in paragraph (iii) of the Schedule to the bill. With

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the concurrence of the petitioners, the Committee recommends the deletion of this paragraph solely in order to facilitate the passage of the bill through the Legislature and upon the clear understanding that the petitioners in assenting to this course do so entirely without prejudice to their claim to the land in question and without making any admissions or denial in respect thereof.

All of which is respectfully submitted.

J. C. SUMMERFIELD,
B. T. GOSLING,
EDMUND GIBBONS,
of the Legislative Council,

N. H. P. VESEY,
H. T. WATLINGTON,
J. E. P. VESEY,
of the House of Assembly.

26th. February, 1964.

Exhibit R

BERMUDA

PRIVATE ACTS

1964

Vol. I

(Pages 1 - 600)

Exhibit R

No. 54.

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BERMUDA

1964: No. 54.

THE WINDSOR DEVELOPMENT COMPANY ACT, 1964.

[1st. April, 1964]

WHEREAS a petition has been presented to the Legislature by John Peter Chiappa and Mary Jane Dallas setting forth that they are desirous of forming a joint stock company to be called "Windsor Development Limited" for the purposes therein expressed and that the petitioners are desirous of having the said Company incorporated by an Act of the Legislature limiting the liability of the shareholders to the amount unpaid on their respective shares and praying that an Act may be passed to enable the said Company to be incorporated and to confer on the said Company certain powers necessary for the carrying on of its business and it is deemed expedient to pass an Act for such purposes:

Be it, therefore, enacted by the Governor, Legislative Council and Assembly of the Bermudas or Somers Islands as follows:

1. (1) If within six months after the passing of this Act a memorandum of association is signed and filed in accordance with the provisions of the Companies Act, 1948, the persons who shall sign such memorandum and the persons who shall thereafter

Incorporation
on filing of
memorandum
of association;
commencement
of business.

Exhibit R

become shareholders in the Company shall be a body corporate under the name of "Windsor Development Limited" with power to sue and liability to be sued in all courts, and to have and use a common seal, with power to renew or change the same at pleasure, and the Company may thereafter carry on its business under the powers conferred by and in accordance with the provisions of this Act, of the Companies Act, 1923, and of the Companies Act, 1948, in so far as they are not in conflict with any of the provisions of this Act.

(2) If the persons referred to in the foregoing subsection become a body corporate under the provisions of the said subsection then the succeeding sections of this Act shall have effect in relation to that body corporate, which body corporate is in the said succeeding sections referred to as "the Company".

Furnishing of
Certificate by
Registrar-
General.

2. Upon the filing of the memorandum of association, the Registrar-General shall furnish to the Company a certificate stating the date when such memorandum was filed in his office.

Capital of
the Company.

3. (1) The capital of the Company shall be such sum not less than five thousand pounds as the Company may from time to time determine.

(2) The capital of the Company shall be divided into shares of a par value of one pound each.

(3) Subject to the provisions contained in the Companies Act, 1948, with respect to the allotment of shares by provisional directors, the Company shall have power to divide its shares into several classes and to attach thereto respectively any preferential, deferred, qualified or special rights, privileges or conditions.

(4) Without prejudice to the generality of the provisions of the last preceding subsection, the Company shall have power to issue and allot preference shares which are, or at the option of the Company are to be liable to be redeemed.

(5) The redemption of preference shares under the last preceding subsection may be effected upon such terms and in such manner as may be provided by the bye-laws of the Company.

(6) The redemption of preference shares by the Company shall not be taken as reducing the amount of the Company's authorised share capital.

Exhibit R

(7) Where the Company has redeemed any preference shares it shall have power to issue shares up to the nominal amount of the shares redeemed as if those shares had never been issued.

(8) Without prejudice to the generality of the provisions of subsection (3) of this section and notwithstanding the provisions of section thirteen of the Companies Act, 1923, the Company shall have power to issue and allot shares which do not carry any voting rights.

4. (1) The Company shall have the following powers —

- (a) to engage in and carry on all or any of the businesses of commission merchants, common and general merchants, and of manufacturers, importers, exporters and retail and wholesale dealers of and in goods, merchandise, materials and commercial commodities of all kinds and descriptions whatsoever and to buy, sell, repair, service, maintain, alter, exchange, let on hire, instal and deal in such goods, merchandise, materials and commodities or any of them;
- (b) to carry on all kinds of agency business and in particular, without prejudice to the generality of the foregoing words, the business of distributing agents, marketing agents, commission agents, real estate agents, insurance agents, travel agents, forwarding agents and manufacturers' agents and representatives;
- (c) to engage in and carry on the business of hotel, apartment-house, guest-house, cottage colony, restaurant and shop keepers and of operators of pleasure grounds, caves, beaches, places of amusement, entertainment, recreation and sport;
- (d) to acquire, own, operate, erect or provide hotels, apartment-houses, guest-houses, houses, cottages, tea-houses, shops, cafes, bars, pavilions, bathing-houses, playing fields and pleasure-grounds; places of entertainment of all descriptions including cinemas, theatres and refreshment booths;
- (e) to invest moneys of the Company upon the security of any real or personal property situate within or outside these Islands;

Powers of
the Company.

Exhibit R

- (f) to acquire and hold by its corporate name the land described in the Schedule, and, with the previous sanction in each case of the Governor-in-Council but not otherwise, any land in these Islands not exceeding in the whole five acres which said area shall be deemed to include the area of the land described in the Schedule so long as the Company shall remain the owner thereof;
 - (g) to take land and buildings in these Islands by way of lease or letting agreement for a term not exceeding twenty-one years for the purpose of sub-letting such land and buildings or any part thereof;
 - (h) to borrow or raise or secure the payment of money in such manner and on such terms as the Company may deem fit;
 - (i) to exercise all or any of the powers of the Company as principals, agents or nominees and either solely or jointly with any other person and either in its own name or in nominee form;
 - (j) to carry on any other business of a similar nature to the foregoing and any other business, undertaking or activity related or ancillary thereto which may be conveniently carried on by the Company;
 - (k) to vest any real or personal property, rights or interests acquired by or belonging to the Company in any person, firm or company on behalf of or for the benefit of the Company, and with or without any declared trust in favour of the Company.
- (2) Nothing in subsection (1) of this section shall be construed so as to empower the Company —
- (i) to undertake hire-purchase business; or
 - (ii) to lend or advance money to any person to assist that person in the purchase of any goods and paying therefor by instalments or otherwise; or
 - (iii) to finance by discount or otherwise any hire-purchase or other similar agreement

except in relation to goods sold by the Company in the ordinary course of business.

Exhibit R

5. Subject to the provisions of the Companies Act, 1948, the business of the Company shall be managed and conducted by a board of directors consisting of not fewer than three as the shareholders of the Company shall from time to time determine, who shall hold office until the next annual meeting or until their successors are chosen or elected as provided by the Companies Act, 1923.

Management
of affairs of
Company by
Board of
Directors.

6. Nothing in this Act contained shall be construed to affect the rights of Her Majesty, Her heirs and successors or of any body politic or corporate or of any other person or persons except such as are mentioned in this Act and those claiming by, from or under them.

Saving of
rights of
Crown and
others.

SCHEDULE

- (i) ALL THAT parcel of land in Pembroke Parish in the Islands of Bermuda containing 0.855 acre and bounded Northerly by several lots of land now or lately of Reginald Meany Monroe and others, Raynold Wilton Cabrall, Georges Joseph Soares, John Henry Peter Chiappa and John Peter Chiappa and there measuring on three straight lines eighty-two feet and six inches, fifty-six feet and six inches and one hundred and seven feet respectively Easterly by a roadway sixteen feet wide separating the land now being described from land formerly of the said John Peter Chiappa and there measuring on three straight lines sixty-six feet, twenty-three feet and seventy-three feet and three inches respectively Southerly in part by land now or lately of Joao de Medeiros and Maria de Ascensao de Ponte Garcia de Madeiros and in part by land now or lately of Henry Jancinto DeSilva and there measuring along three lines ninety-four feet and six inches, nineteen feet and ninety-three feet and six inches respectively South-Westerly by the said roadway sixteen feet wide and there measuring along two straight lines fifteen feet and thirty-two feet and nine inches respectively and Westerly by land now or lately of Joseph Michael Pereech and Grace Soares Pereech and there measuring one hundred and twenty-two feet and six inches TOGETHER WITH the dwellinghouse thereon known as "Northcote" and the appurtenances thereto belonging including certain rights of way.

Exhibit R

- (ii) ALL THAT parcel of land in Pembroke Parish in the Islands of Bermuda containing 1.555 acres and bounded Northerly by the Public Road known as the Spanish Point Road and there measuring fifty-eight feet North Easterly and Northerly by land now or lately of Anthony Cabral and there measuring along three lines twelve feet, two hundred and fifty feet and eighteen feet Easterly by land now or lately of Esther Lucile Davis and there measuring one hundred and sixty-five feet Southerly by land now or lately of Manuel DeSousa and there measuring sixty-four feet, three feet, eighty-five feet, thirty-five feet and six inches and seventy-two feet and six inches and Westerly by a roadway eighteen feet wide for the majority of its length and there measuring three hundred and seventy-nine feet and six inches TOGETHER WITH all houses and appurtenances thereto belonging.
- (iii) ALL THAT parcel of land in Pembroke Parish in the Islands of Bermuda containing 0.821 acre and bounded North-Easterly by the Public Road known as St. John's Road and there measuring one hundred and twenty-five feet South-Easterly by land of the Colonial Government and there measuring two hundred and sixty-eight feet and six inches South-Westerly by land now or lately of Harold Livingston Chiappa and there measuring one hundred and twenty-seven feet and six inches and North-Westerly by a roadway separating the land now being described from land formerly of Thomas Miles and there measuring three hundred and nine feet TOGETHER WITH the dwellinghouse and shop thereon erected, and the appurtenances thereto belonging.

Exhibit R

4th May, 1965

Coleridge F. Williams, Esq.,
Barrister-at-Law,
Arcade Building,
Burnaby Street,
Hamilton

Dear Sir,

We have been instructed by our client, Mr. John Henry Dallas, to write to you concerning the dispute in title to the parcel of land in Spanish Point which was included in the Schedule to a notice of intended Petition to incorporate a Company named "Windsor Development Limited" in or about February, 1964 and described as follows:

"(111) ALL THAT lot of land in Pembroke Parish in the Islands of Bermuda containing 0.536 acre and bounded Northerly by the Public Road known as Spanish Point Road and there measuring one hundred and thirty-three feet Easterly by a Public Road ten feet in width and there measuring one hundred and ninety-nine feet Southerly by a roadway three feet wide and there measuring eighty-two feet and six inches and Westerly by an existing wall separating the land now being described from land now in the possession of the Spanish Point Boat Club and there measuring sixty-six feet and one hundred and forty-six feet TOGETHER WITH all houses and appurtenances thereto belonging."

We have before us a copy of your letter dated 14th February, 1964 written on behalf of your clients Mr. W.I. Jones and Mr. Newbold W. Smith to the Chairman of the Joint Standing Committee on Private Bills, from which it appears that the title claimed by your clients to the above described land, or a part thereof, is said to stem from an indenture dated 31st August, 1934 made between Julia Ann Caulder of the one part and Gerald Nathaniel Saunders of the other part to which is annexed a copy of a sketch plan which you state is itself apparently a copy of a plan drawn by a Mr. N.A. Swan in July, 1925.

In view of the dispute thus raised by your clients our client agreed with the Chairman of the Private Bills Committee that this particular parcel of land should be excluded from the schedule for the purpose of facilitating the passage of the bill through the Legislature but subje

Cont./.

*Note No. 1000 of
Possession.
this letter*

Exhibit R

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Coleridge A. Williams, Esq.

4th May, 1965

to it being made perfectly clear in the Committee's report that this in no way constituted any admission by our client of your clients' claims.

Our purpose now in writing is to invite your attention to what appears to us to be a patent defect in your clients' alleged title which must in our opinion invalidate their claims. This defect stems from the purported conveyance by Julia Ann Caulder to Gerald Nathaniel Saunders by the indenture of 31st August, 1934 referred to above of the land which appears on the copy sketch plan annexed to this indenture.

We do not know how that indenture came to be made or the substance of the recitals therein, but it appears to run contrary to an earlier indenture dated 24th July, 1913 which is in our possession and open to your inspection whereby John Caulder and his wife Julia Caulder conveyed to John Peter Chiappa now deceased the parcel of land described therein as follows:

"ALL THAT certain parcel of land situated at Spanish Point in Pembroke Parish in the Islands of Bermuda and bounded on the North by the public road leading towards the Admiral landing place on the South by land of Peter David Saunders and conveyed by an Indenture of even date to the said John Peter Chiappa on the East by the public road running from the said lot of land to the Spanish Point road and on the West by land of the devisees of Richard Henry Duerden deceased or however otherwise the said parcel of land may be bounded or ought to be described."

Thereafter under the will of the said John Peter Chiappa deceased who died on the 20th May 1933 three of his children John Peter Chiappa, Cecil Christopher Chiappa and Mary Jane Dallas became entitled to the hereditaments described above subject to a life interest therein of the deceased's widow Amelia Chiappa.

By indenture dated the 9th July 1960 which is also in our possession and open to your inspection (registered at the Registry General in the book of Voluntary Conveyance No. 10 page 83 on the 23rd July, 1960) the said Amelia Chiappa, John Peter Chiappa, Cecil Christopher Chiappa and Mary Jane Dallas then voluntarily conveyed to our client John Henry Dallas the parcel of land therein described as follows:

Cont./.....

Exhibit R

- 3 -

Coleridge A. Williams, Esq.

4th May 1965

"ALL THAT certain lot or parcel of land situate in Pembroke Parish in the Islands of Bermuda delineated and outlined in Pink on the plan annexed hereto and estimated to comprise two roods and five and three-quarters perches (0.536 of an acre) and bounded NORTHERLY by the Public Road known as "The Spanish Point Road" and there measuring as shown on the said plan One hundred and thirty-three feet (133') EASTERLY by a Public Roadway Ten feet (10') wide and there measuring One hundred and ninety-nine feet (199') SOUTHERLY by a roadway Three feet (3') wide and there measuring Eighty-two feet and six inches (82'6") WESTERLY by an existing wall separating the land now being described from land recently conveyed to the Spanish Point Boat Club and there measuring Sixty-six feet (66') and SOUTHWESTERLY and NORTHWESTERLY by the said existing wall separating the land now being described from the said land recently conveyed to the said Spanish Point Boat Club and there measuring the sum total of One hundred and forty-six feet (146') OR HOWEVER OTHERWISE the said lot or parcel of land may be bounded may measure or ought to be described TOGETHER WITH all houses buildings fixtures walls fences and rights-of-way rights lights liberties privileges easements advantages and appurtenances whatsoever to the said parcel of land belonging or in anywise appertaining or usually held enjoyed therewith or reputed as part thereof or appurtenant thereto."

You will observe that the above described parcel of land includes the area of land claimed by your clients as shown on our copy of the sketch plan drawn by Mr. N.A. Swan in July 1925 to which you refer.

As previously stated, we shall be glad to make available for your inspection the deeds in our possession relating to the parcel of land in question and we believe that an examination of the same will indicate beyond doubt that our client has clear title to this land.

We look forward to hearing from you in due course.

Yours faithfully,

A. S. M.

:ljmf

IN THE SUPREME COURT OF BERMUDA

1969 : No. 216

BETWEEN:

Exhibit S

JOHN HENRY DALLAS

Plaintiff

and

ETHEL JONES First Defendant
(Executor of Albert W.I. Jones Deceased)

and

NEWBOLD W. SMITH Second Defendant

and

HEMAN MONTGOMERY BASCOMBE SMITH Third Defendant

and

CARLTON K. WELLMAN Fourth Defendant

STATEMENT OF CLAIM

1. The Plaintiff is entitled to the possession of all that certain lot or parcel of land situate in Pembroke Parish in the Islands of Bermuda delineated and outlined in pink on the plan annexed to an Indenture dated the 9th day of July 1960 and made between Amelia Chiappa of the first part John Peter Chiappa Cecil Christopher Chiappa and Mary Jane Dallas of the second part John Henry Dallas of the third part and Lawrence John Madeiros of the fourth part and estimated to comprise 0.536 of an acre and bounded Northerly by the Public Road known as "the Spanish Point Road" and there measuring as shown on the said plan One hundred and thirty-three feet (133') Easterly by a Public Roadway Ten feet (10') wide and there measuring as shown on the said plan One hundred and ninety-nine feet (199') Southerly by a roadway Three feet (3') wide and there measuring as shown on the said plan Eighty-two feet and six inches (82'6") Westerly by an existing wall separating the land now being described from land recently conveyed to the Spanish Point Boat Club and there measuring as shown on the said plan Sixty-six feet (66') and Southwesterly and Northwesterly by the said existing wall separating the land now being described from the said land recently conveyed to the said Spanish Point Boat Club and there measuring as shown on the said plan the sum total of One hundred and forty-six feet (146') Together with all houses

buildings fixtures and the easements and appurtenances thereto belonging (hereinafter called "the said premises").

2. On the 24th day of July 1913 Julia Caulder of Pembroke Parish in the said Islands wife of John Caulder was seised of and well entitled to the said premises for an estate of inheritance in fee simple.

3. By an indenture of conveyance dated the 24th day of July 1913 and made between the said John Caulder and the said Julia Caulder of the first part John Peter Chiappa (hereinafter called "the testator") of the second part and Rupert Carlyle Hollis Hallett of the third part the said premises were assured to the common uses to bar dower in favour of the testator.

4. The testator made and duly executed his last will and testament dated the 17th day of July 1929 the material provisions whereof read as follows:

'IN THE NAME OF GOD AMEN, I, JOHN PETER CHIAPPA being of sound and disposing mind and memory, and considering the uncertainty of this life, do make, publish, and declare this to be my last will and testament as follows: First after my lawful debts are paid, I give to my wife Amy Chiappa all of my real estate and personal property for her to use and enjoy income from same. The houses kept washed and painted which must be looked after by Henry or Archie Chiappa. I say Henry, because it all to revert back to his children, and their children. If my wife wishes to dispose of any personal property she has the right to do so (over to opposite side) (continued from other side) at my wife's death (Amy Chiappa) all my real estate to be divided between the seven children John Peter Chiappa, Mary Jane Chiappa, Cecil Christopher Chiappa, John Henry Chiappa and his wife Edna, Archibald William Chiappa and his wife Nellie. The first three mentioned children to select for themselves three properties they prefer. The other two properties for Henry and Archibald and their wives, as long as they live. At their death, must revert back to the three first mentioned children that are living. All real estate inherited through me to them, not to be sold, but pass to the three first mentioned children on to their children

each one must see that the houses kept in good condition. The lot portion of North Shore known as Chiappa's Bay to use for bathing that strip is between all seven, to enjoy same right equally - with bungalow (or bungalows) or such houses as they like, but must revert back to the above mentioned children. All of my personal estate, what they want, keep for everyone's use, whatever they need and what they do not need. Can be sold as my wife sees fit to do so, but do make a sacrifice of them and she can use the money on herself or the children ...".

5. On the 20th day of May 1933 the testator dies seised of the said premises together with other hereditaments without having altered or revoked his said will.

6. In the year 1944 an Originating Summons (Number 4) was issued out of this Court for the construction of the provisions of the said will so as to determine the devolution of the real estate of the testator and the Court declared as follows:

"(i) that the said Amelia Chiappa was entitled to an estate for her life in all the testator's real estate

(ii) that the said John Henry Chiappa Edna Catherine Chiappa Archibald William Chiappa and Nellie Chiappa were entitled as joint tenants to an estate for life in certain of the testator's real estate (including the said premises) subject to the life interest of the said Amelia Chiappa and

(iii) that the said John Peter Chiappa Cecil Christopher Chiappa and Mary Jane Dallas each were entitled to select one parcel of the testator's real estate subject to the life interest of the said Amelia Chiappa and were entitled as joint tenants in fee simple in certain other of the testator's real estate (including the said premises) subject to the life interest of the said Amelia Chiappa and subject to the said subsequent life interests of the said John Henry Chiappa Edna Catherine Chiappa Archibald William Chiappa and Nellie Chiappa and were also entitled as tenants-in-common in fee simple in the remainder of the testator's real estate subject to the life interest of the said Amelia Chiappa."

7. In the year 1954 the said Archibald William Chiappa died and on the 4th day of August 1959 the said Edna Catherine Chiappa died.

8. By the said indenture of conveyance dated the 9th day of July 1960 the said premises were assured to the common uses to bar dower in favour of the Plaintiff.

9. The said Albert W.I. Jones and the Second, Third and Fourth Defendants have wrongfully entered into possession of the said premises or have caused the same to wrongfully entered into and the said First, Second, Third and Fourth Defendants have wrongfully retained possession of the said premises or have caused the same to be wrongfully retained.

The Plaintiff claims:

- (i) A declaration that the Plaintiff is entitled to the said premises.
- (ii) Possession of the said premises.
- (iii) Mesne profits from the respective dates of wrongfull entry into possession of the said premises by the said Albert W.I. Jones and the Second, Third and Fourth Defendants respectively until delivery of possession.

Dated the 19th day of January 1970

Appleby, Spurling & Kempe
Appleby, Spurling & Kempe
Attorneys for the Plaintiff



Exhibit S

IN THE SUPREME COURT OF BERMUDA

1960

No. 218

BETWEEN

JOHN HENRY DALLAS

Plaintiff

and

ETHEL JONES

(Executrix Est. Albert W. I. Jones, Dec'd.)

First Defendant

and

NEWBOLD W. SMITH

Second Defendant

and

HEMAN MONTGOMERY BASCOMBE SMITH

Third Defendant

and

CARLTON KEITH WELLMAN

Fourth Defendant

DEFENCE AND COUNTERCLAIM

DEFENCE

1. The Second Defendant denies that the Plaintiff is entitled to the parcel of land referred to in paragraph 1 of the Statement of Claim as alleged and the Second Defendant says that by an Indenture dated the 13th day of April 1935 and made between Heman Montgomery Bascombe Smith (the Third Defendant heretofore) of the first part the Second Defendant of the second part and Edmund Gosling Gray of the third part for the consideration therein mentioned the Third Defendant did release:

ALL THAT certain parcel of land situate in Pembroke Parish in the Islands of Bermuda and bounded on the NORTH partly by land formerly of James Nelson and partly by land of John Peter Chiappa and there measuring Ninety-five feet (95') on the EAST by the roadway

way Ten feet wide and there measuring Ninety-feet and Six inches (96'6") on the SOUTH by other land formerly held with the land now being described and there measuring Eighty-eight feet (88') and on the WEST by land held or claimed by the successors in Title of the said John Peter Chiappa and there measuring Ninety-eight feet (98') ORHOWEVER OTHERWISE the said parcel of land may be bounded may measure or ought to be described TOGETHER WITH all houses buildings fixtures fences ways walls rights roadways and appurtenances whatsoever of the said parcel of land hereinafter referred to as ("the said premises") to the use of the Second Defendant his heirs and assigns forever.

2. The Second Defendant and his predecessors in Title have been in continuous possession of the said premises for a period of over 28 years.
3. SAVE AS HEREINBEFORE EXPRESSLY admitted the Second Defendant denies each and every allegation as set out in the Statement of Claim as if the same were set forth herein verbatim and specifically traversed.

COUNTERCLAIM

4. The Second Defendant repeats paragraphs (1) and (2) of his Defence. And the Second Defendant counterclaims
 1. That he is entitled to possession of the said premises.
 2. Costs.

Ms. Lois M. Browne
Of Counsel for the Second Defendant

Delivered this 31st day of March 1970 by Lois M. Browne of Victoria

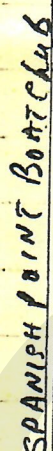
Street, Hamilton, Bermuda. Attorney for the Second Defendant.
Reid Street, Hamilton

Attorneys for the Plaintiff
TO: Messrs. Appleby, Spurling & Kempe
Reid House

TO: Messrs. Vaucrosson's
Gray's Inn.
Church Street, Hamilton
Attorneys for the First Defendant.

COPY

Scale 1" = 40'



TO HAMILTON

PUBLIC ROAD.

A

ETHYL GWENDOLYN
JONES

C

ELLIOTT WILLIAMS
AND
DOROTHY SZARNE WILLIAMS

NEWBOLD
W.
SMITH

33-2

33-3

D

ETHYL GWENDOLYN
JONES

二

ETHYL GWENDOLY
JONES

Exhibit S

COPY OF N.A. SWAN'S PLAN 1925. View,
JAN 1949 AMENDED BY REFERENCE TO WYCHITSA
DEC 1967 AMENDED BY MARSHALL BERNARD GRAYSON

Exhibit S

IN THE SUPREME COURT OF BERMUDA

1969 : No.216

BETWEEN:

DALLAS, J.M.

and

JONES, E. (Executor of
A.W.I. Jones, deceased)

and

SMITH, N.W.

and

SMITH, H.M.B.

and

WELLMAN, C.K.

and

WILLIAMS, E. and D.S.

NOTICE BY PLAINTIFF OF DISCONTIN-
UANCE AS AGAINST SECOND, THIRD
AND FOURTH DEFENDANTS

SUPREME COURT REGISTRY
Dec 29 9 41 AM '71
HAMILTON BERMUDA

Appleby, Spurling & Kempe,
Attorneys for the Plaintiff.



IN THE SUPREME COURT OF BERMUDA

1969 : No. 216

BETWEEN:

JOHN HENRY DALLAS

Plaintiff

and

ETHEL JONES

(Executor of Albert W.I. Jones, deceased) First Defendant

and

NEWBOLD W. SMITH

Second Defendant

and

HEMAN MONTGOMERY BASCOMBE SMITH

Third Defendant

and

CARLTON K. WELLMAN

Fourth Defendant

and

ELLIOTT WILLIAMS and DOROTHY SUZANNE WILLIAMS

Fifth Defendants

NOTICE BY PLAINTIFF OF DISCONTINUANCE AS AGAINST
SECOND, THIRD AND FOURTH DEFENDANTS

TAKE NOTICE that the Plaintiff hereby wholly discontinues this action as against the Second Defendant, the above named Newbold W. Smith, the Third Defendant, the above named Heman Montgomery Bascombe Smith, and the Fourth Defendant, the above named Carlton K. Wellman.

Dated the 29th day of December 1971.

Appleby Spurling & Kempe

Appleby, Spurling & Kempe
of Reid House, Reid Street,
Hamilton, Attorneys for the
above-named Plaintiff.

TO: Messrs. Vaucrossons,
Church Street,
Hamilton, Bermuda.
Attorneys for the
First Defendant.

Miss Lois M. Browne,
Victoria Street,
Hamilton, Bermuda.
Attorney for the Second
and Fourth Defendants.

TO: Heman Montgomery Bascombe
Smith,
Spanish Point,
Pembroke, Bermuda,
the above-named
Third Defendant.

Eric A. Jones, Esq.
Victoria Street,
Hamilton, Bermuda.
Attorney for the
Fifth Defendant.

Question of ownership of Spanish Point land

A civil case in Supreme Court — which originally involved five defendants and four lawyers — concerning an area of property near the Spanish Point Boat Club in Pembroke, was adjourned yesterday until today.

Mr. John Henry Dallas, the plaintiff, is claiming ownership of an area of land, a portion of which is in possession of two of the defendants who are disputing the claim.

During yesterday's proceedings which saw Mr. Dallas in the witness box all afternoon, action was withdrawn by the plaintiff against two of the defendants.

At the outset of the trial the five defendants were Mrs. Ethel Jones, Mr. Newbold W. Smith, Mr. Carlton Wellman, Mr. Herman Montgomery Bascome Smith, Mr. Elliott Williams and Mrs. Dorothy Williams.

When the session ended yesterday action by the plaintiff was still being sought against two defendants, Mrs. Ethel Jones, represented by Mr. Charles Vaucrosson, and Mr. and Mrs. Elliott Williams, being represented by Mr. Eric Jones.

The court ruled that Mr. Newbold W. Smith was entitled to the property in his possession and later the plaintiff withdrew action against Mr. Carlton Wellman, and Mr. Herman Montgomery Bascome Smith, who were represented by Mr. Enoch Blake.

During a lengthy cross-examination by Mr. Eric Jones, Mr. Dallas told of seeing some form of building activity on his alleged lot in 1969, but said he had instructed a lawyer to investigate.

Mr. Dallas said he was in the area some months later and saw a house had been completed on the spot where the work was taking place.

Mr. Jones said: "You knew a structure was being erected and made no effort to find out who was doing the building."

Mr. Dallas replied that he had taken steps to have the matter dealt with by a lawyer.

Mr. Jones was still in the process of cross-examining when the case adjourned yesterday until today.

It is being heard by the Chief Justice the Hon. J. C. Summerfield.

Exhibit S

SPANISH POINT LAND OWNERSHIP AGREED

Ownership of two pieces of land at Spanish Point was agreed out of court yesterday during the third day of a civil action in the Supreme Court.

After another full morning's evidence, Mr. David Brewster, the lawyer representing the plaintiff, Mr. John Henry Dallas, said that they did not want to proceed with the case "in view of what has transpired."

He said that they now agreed that the two defendants had good title to the land.

There were only two defendants left in the case after action was withdrawn against three others. The two remaining defendants were Mrs. Ethel Jones, represented by Mr. Charles Vaucrosson, and Mr. and Mrs. Elliott Williams, represented by Mr. Eric Jones.

The Chief Justice, the Hon. J. C. Summerfield closing the case said that it was agreed by consent that the two defendants had good title to the land and that costs had been agreed between the parties.

"I congratulate you on reaching an amicable settlement," he said.

The settlement was reached after more evidence was produced during the morning hearing, much of it concerned with previous deeds to the land.

Mr. Robert H. Clarke, who

and surveyor for the parish vestry, spent some time in the witness box explaining the history of the land dating back to the middle of the 19th century.

He agreed that there was some difficulty in determining the ownership of land in that area. "I have never been happy about that entire area with claims and counter-claims all along the line," he said.

He said that a detailed investigation of 2,000 properties could not be carried out.

Cross-examined by Mr. Vaucrosson, the witness gave evidence of a title deed to the land made in 1876, when part of the land was sold to James Nelson, an evangelist from Quebec. This was prior to the 1913 deed which was a central point in the claim of ownership by the plaintiff.

Mr. John Peter Chiappa, grandson of the man who owned much of the property in the area and brother-in-law of the plaintiff, said that in 1960 the four beneficiaries of his grandfather's will conveyed the land at Spanish Point to the plaintiff.

He said that he was a director of a company, Windsor Department Limited, who had built a fence around the land and put up "no trespassing" signs. These were removed shortly afterwards, he said.

He also said that he paid parish taxes for the property up to 1971.

It was after the lunchtime adjournment that Mr. Brewster made his application, saying that the plaintiff accepted that the two defendants had a proper title to the land in dispute.

Exhibit T

SPANISH POINT BOAT CLUB STRUCTURE

