

# CONYERS

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24 May 2021

Matter No.367479  
Our Ref: BMA/klc/19313319.1  
441-298-7824  
[ben.adamson@conyers.com](mailto:ben.adamson@conyers.com)

Commission of Inquiry into Historic Losses of Land in Bermuda  
Sofia House  
48 Church Street  
HM12  
Attn: Secretariat  
Via email: [secretarycoihll@gmail.com](mailto:secretarycoihll@gmail.com)

Dear Sirs,

Re: The Mid Ocean Club Ltd. ("MOCL")

Thank you for your letter dated 17 May 2021.

As regards the numbered questions set out in your letter dated 7 May 2021, our client responds as follows:

1. After the purchase of land previously held by Furness Withy in Tucker's Town by Mid-Ocean Club Ltd, was the land sold to Bermudian purchasers?

**MOCL's understanding has always been that it owns all the 194 acres originally purchased in 1951, subject to minor boundary adjustments that have been made over the years.**

**As part of the investigations into the Commission's questions, MOCL has noted that three relatively small parcels of land aggregating approximately three acres in total appear on the 1951 Plan but (according to MOCL's current surveys) are not now owned by MOCL. MOCL has no other record of having owned, transferred or sold these parcels.**

2. What criteria was used by the Mid-Ocean Club Ltd. to determine who could purchase said land?

**N/A.**

3. Was there any Legislation or Policy condition which required that previous Bermudian land owners be given first refusal to purchase said land?

**N/A.**

4. May you provide a list of Members of the Mid-Ocean Club that can provide a historical context to the Club's practices in 1951 or before?

**MOCL is unaware of anyone alive today who was a member in 1951.**

5. May you provide the 1951 Acquisition Plan of Mid-Ocean Club and/or the 1951 Master Plan of Mid-Ocean Club?

**MOCL is not aware of documents entitled 'the 1951 Acquisition Plan' or the '1951 Master Plan', but does have a copy of the plan which MOCL believes was attached to the 1951 conveyance. Enclosed is a copy of an affidavit from Mr Robert Clarke attaching this plan.**

6. What were the names of the attorneys for Mid-Ocean Club for the 1951 Acquisition Plan?

**The law firm in 1951 was the firm Conyers Dill & Pearman. All the partners alive in 1951 have since died. To the best of our client's knowledge and belief, all attorneys involved in 1951 would also have since died.**

**Conyers Dill & Pearman ceased representing MOCL in relation to property transactions many decades ago and passed its files to another law firm. After the transfer to this different law firm, MOCL's deeds (and many of its files) were lost.**

7. By the Mid-Ocean Club Act 1951, Mid-Ocean purchased 200 acres of Tucker's Town property from the Bermuda Development Company Limited and since that initial purchase, did Mid-Ocean purchase any other property, which increased their landholding in Tucker's Town (proper) and/or in the immediate vicinity?

**MOCL did not purchase 200 acres. It purchased approximately 194 acres. MOCL has since 1951 purchased / secured the purchase of an additional approximately four acres of land adjacent to the golf course to improve/protect the course. The said acquisitions are as follows:**

- 1. Half Way House (approximately an acre and a half);**
- 2. Troon (approximately two acres);**
- 3. Humdinger (approximately half an acre);**
- 4. A vacant lot of land (by way of land swap, not purchase) next to Fairway 6.**

8. Was any additional property purchased by Mid-Ocean or in the name of any other person, corporate entity or by Private Act, for and on behalf of Mid-Ocean?

**As above.**

9. Historically, how many of the 200 acres of the property purchased from BDC were originally obtained by compulsory purchase?

**MOCL did not purchase 200 acres. It purchased approximately 194 acres. MOCL does not know and has no way of knowing how many of the 194 acres was obtained by compulsory purchase: any compulsory purchases would have taken place in the 1920's prior to MOCL's incorporation in 1951.**

10. In addition to the 200 acres, how many additional acres of property acquired by Mid-Ocean were originally obtained via compulsory purchase, if at all?

**MOCL did not purchase 200 acres. It purchased approximately 194 acres. It currently owns 198 acres.**

**MOCL does not believe it ever owned more than 200 acres of land.**

**MOCL did purchase additional properties in order to protect/improve the golf course, see answer to question 7, none of these were by compulsory purchase.**

11. From whom were the additional acreage purchased (individuals and/or company), total acreage purchased and the year of purchase?

**MOCL only has complete transaction records for the purchase of Troon (first part purchased in 2014 and the second in 2021) and Humdinger (purchased in 2018). The acreages for these parcels are as stated previously. The previous owners of Humdinger were James Gibbons, Luciano Aicardi and Edith Conyers as trustees of the Crimic Trust. The previous owner of Troon was (1) William Von Albrecht and (2) the Bank of N.T. Butterfield & Son Limited.**

12. Approximately, how many acres of property owned by Mid-Ocean were located in each adjoining St George's, Hamilton and Smith Parishes? Has there ever been a boundary adjustment in either Parish since Mid-Ocean's ownership?

**The Commission is asking for an analysis of land holdings over a 70 year period. MOCL does not have the historical records, see above. There may have been minor boundary adjustments over this period. We enclose land surveys of MOCL's current landholdings.**

13. Have there been any amendments made to the Mid-Ocean 1951 Act and the reason for such amendments?

**Yes, The Mid Ocean Act Amendment Act 1965, copy enclosed.**

**The purpose of the amending Act was to permit MOCL to acquire additional landholdings by inter alia the introduction of subsection 2(h).**

14. By the 1951 Act, Mid-Ocean had the power to acquire by purchase or otherwise as a going concern the whole or any part of the undertaking and business then carried on by the BDLC. Have there been any



restrictions of any kind imposed on Mid-Ocean or the land itself with respect to its original or subsequent purchases of property or on-selling of such property to Bermudians or Non-Bermudians?

**The 1951 Act and its Amendment Act contain detailed restrictions, requiring approval from the Governor for additional acquisitions and a cap on such additional acquisitions.**

**The Commission has previously been provided with the original 1951 Conveyance which sets out the restrictions on selling/on-selling. We enclose a further copy of the 1951 Conveyance for ease of reference.**

**In addition there is the usual Government restriction on sales of land to non-Bermudians in the Immigration Act.**

**MOCL is unaware of additional restrictions.**

15. What is the total acreage of property currently held by Mid-Ocean? What is the total acreage of the golf course (including property on which Club House is situated)?

**MOCL owns 198 acres. We attach a current survey.**

16. How many acres designated as residential have been retained by Mid-Ocean and can be sold off in the future, if necessary, for development? Would the opportunity to purchase such property be equally available to both Bermudians and non-Bermudians?

**MOCL retains the following parcels of land zoned residential from the original purchase of approximately 194 acres:**

- 1. A parcel of land of about a third of an acre containing a building built in 1898 and described in the 1951 conveyance at page 5 as a dormitory. The plan of the relevant building is on page 19 of the 1951 conveyance. The building is used for staff housing;**
- 2. A vacant parcel of land of about half an acre between the 1<sup>st</sup> and 15<sup>th</sup> fairways;**

**3. A small vacant parcel of land (i.e. less than half an acre) just off Hexham Drive.**

**MOCL has no intention of selling these plots for residential development. MOCL does not believe this has ever been contemplated and cannot comment on whether it is feasible.**

17. Was prior consent required from any government authority on each subsequent purchase or sale of Mid-Ocean property for residential development? Was this consent always obtained prior to each purchase or sale of property? If not, how many instances was retroactive approval sought from such authority in respect of the purchase by Mid-Ocean for its purposes or sale by Mid-Ocean of property to Bermudians or Non-Bermudians?

**N/A.**

18. In the past, was there a requirement that before purchasing such residential property one would have to be or become a member of Mid-Ocean? Is this still the case?

**N/A.**

19. Further to a request made of Mr. Sullivan, President of the Mid-Ocean at the Commission of Inquiry Hearing on November 19, 2021, please provide the Commission with copies of any and all correspondence between Mid-Ocean Club Limited, The Bermuda Development Company Limited and the (Acting) Colonial Secretary, in connection with the sale of Tucker's Town property to Bermudians and Non-Bermudians. A letter dated 20th October 1954 from the (Acting) Colonial Secretary to Mid-Ocean enquiring into the sale of property as stated was referred to in the House of Assembly on 14 July 2014.

**MOCL has no records of this 1950's correspondence other than the copies provided by the Commission.**

We will provide the following documents via workshare / separate emails:

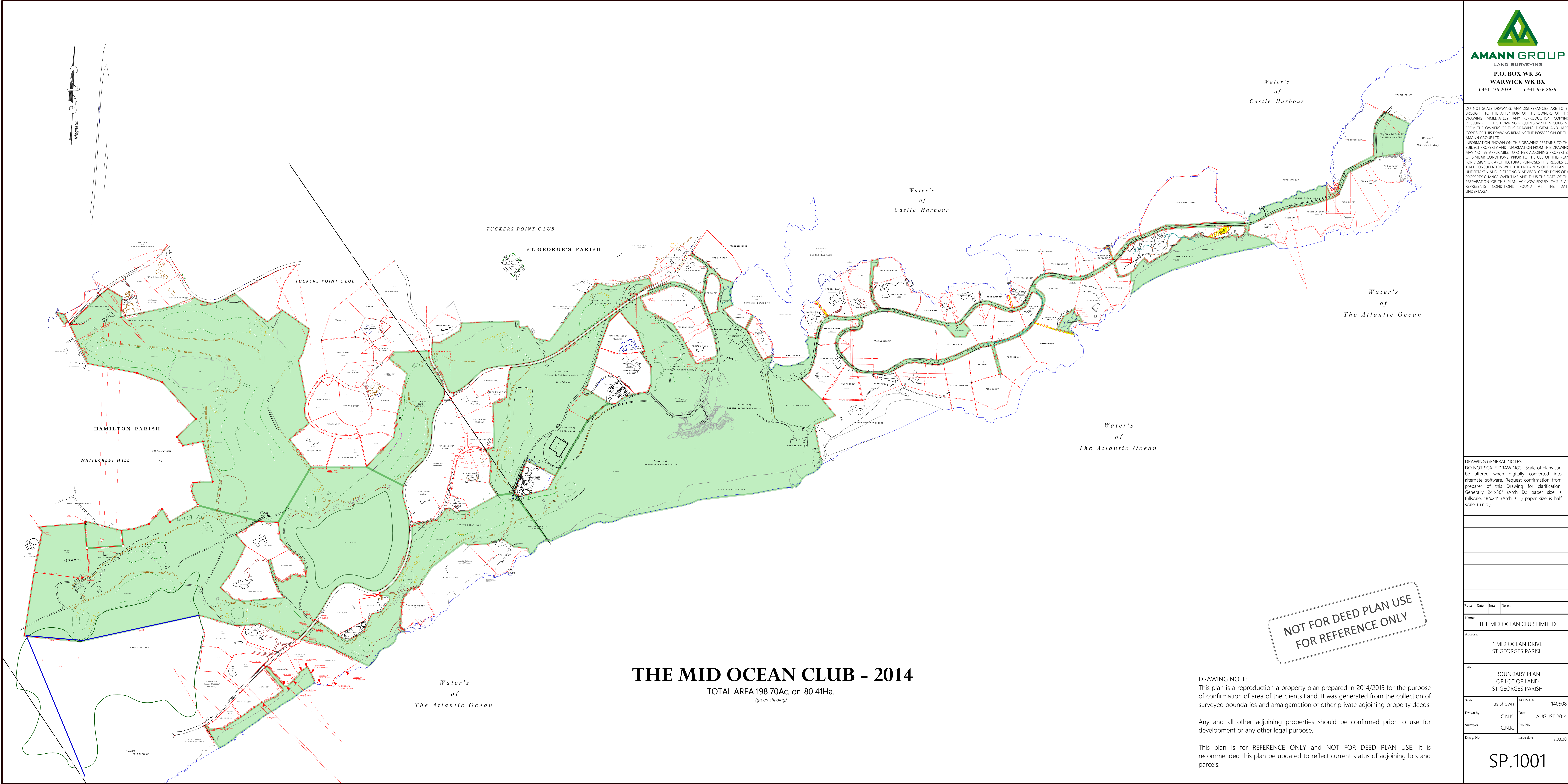
1. The 1965 Amending Act
2. The 1951 Conveyance
3. The affidavit of Mr Clarke with the original 1951 plan
4. Land surveys.

Yours faithfully,  
Conyers Dill & Pearman Limited

*Conyers Dill & Pearman Limited*

Ben Adamson  
Director





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DRAWING GENERAL NOTES:  
DO NOT SCALE DRAWINGS. Scale of plans can be altered when digitally converted into alternate software. Request confirmation from preparer of this Drawing for clarification.  
Generally 24"x36" (Arch. D.) paper size is fullscale, 18"x24" (Arch. C.) paper size is half scale. (u.n.o.)

NOT FOR DEED PLAN USE  
FOR REFERENCE ONLY

**THE MID OCEAN CLUB - 2014**  
TOTAL AREA 198.70Ac. or 80.41Ha.  
(green shading)

DRAWING NOTE:  
This plan is a reproduction a property plan prepared in 2014/2015 for the purpose of confirmation of area of the clients Land. It was generated from the collection of surveyed boundaries and amalgamation of other private adjoining property deeds.

Any and all other adjoining properties should be confirmed prior to use for development or any other legal purpose.

This plan is for REFERENCE ONLY and NOT FOR DEED PLAN USE. It is recommended this plan be updated to reflect current status of adjoining lots and parcels.

Rev.:	Date:	Int.:	Desc.:
Name: THE MID OCEAN CLUB LIMITED			
Address: 1 MID OCEAN DRIVE ST GEORGES PARISH			
Title: BOUNDARY PLAN OF LOT OF LAND ST GEORGES PARISH			
Scale:	as shown	AG Ref. #:	140508
Drawn by:	C.N.K.	Date:	AUGUST 2014
Surveyor:	C.N.K.	Rev.No.:	-
Dwg. No.:	Issue date: 17.03.30		



MID-OCEAN CLUB

Re: Deed Plan

AFFIDAVIT

I, ROBERT H CLARKE engineer and Surveyor of Kimber Terraces in Pembroke Parish in the Islands of Bermuda, MAKE OATH AND SAY AS FOLLOWS, THAT:-

1. I became a self-employed Engineer in 1938 and in or about August 1941 I was first engaged by Bermuda Development Company Limited to prepare surveys and plans of land in the area of the said Islands known as Tuckers Town in Hamilton and St. George's Parishes.
2. I became very familiar with all of the land in that area during the course of my work and have remained familiar with it to the present day.
3. In or about December of 1950 I was instructed by Bermuda Development Company Limited to prepare plans for a transfer of property from the Bermuda Development Company Limited to the Mid-Ocean Club Limited.
4. I did prepare such plans and on those plans the areas of land which were to be conveyed to the Mid-Ocean Club Limited were coloured mainly in pink and partly in green. The plan was headed: "Mid Ocean Club Ltd, Plan of Lands at Tuckers Town, St. Georges and Hamilton Parishes, Bermuda. Referred to in the annexed" and bore a scale of 300' to 1 inch. The total area of the land coloured pink and green was stated to be 194 Acr.-0 R.-28 1/2P. or 194.179 Acr.
5. The date on the said plans was October 2, 1951 which is the date on which I believe the transfer to have been intended to take place.
6. It was my practice to retain a copy of all plans which I provide to clients and I did so retain a copy of the said plans which I marked in red pencil "office copy". That said plan so marked is now shown to me, attached hereto, and marked "R.H.C. 1".

7. During the course of my work I often have information which enables me to up-date the information on my plans and it was my practice to note this fact on my office copies so that it would be apparent to anyone looking at the office copy that there would be a revised version of the plan available.
8. From my knowledge of the plans I produced and from the work I have done on the land in the said Tuckers Town both for the Mid-Ocean Club and for others I am satisfied that the said office copy accurately depicts the land which was shown on the plans I provided for attachment to the conveyance whereby the Mid-Ocean Club would acquire the said 194.179 Acr.
9. I have been shown a deed of conveyance dated the 2nd day of October 1951 and made between the British Maritime Trust Limited and the Bank of N.T. Butterfield and Son Limited of the first part The Bermuda Development Company Limited of the second part and the Mid-Ocean Club Limited of the third part. In the First Schedule the land conveyed by the said deed is described as being "delineated on the plan hereto annexed being all those parcels and strips of land coloured pink on the said plan as well as the strip of land coloured green on the said plan giving access to the beach marked "Bermuda Development Company Limited" thereon. I am aware that on the said office copy of the said plan attached hereto the strip of land coloured green is shown as giving access to a beach which is marked "Bermuda Properties Limited". I also note the plan is marked "Revised November 1963". That note was placed on the said plan by myself. I am also aware that the Bermuda Development Company has ceased to exist and has been replaced, insofar as the ownership of the real estate is concerned, by the Bermuda Properties Limited.
10. When I looked at the Conveyance dated 2nd October, 1951 I noticed a small portion of paper in the top left-hand corner of the deed which appeared to me to be a corner of the deed plan which must have been attached to the deed when it was first executed. As far as I was able to discern, the small piece of paper that remains on the deed appears to be the same type of paper as I was using at that time for my deed plans.

11. From the above facts and from my knowledge of the circumstances of the whole matter I am certain that the said plan is the same as the one attached to the deed of October 2, 1951.

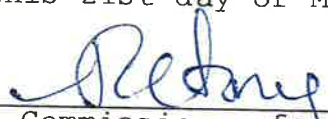
SWORN at the City of Hamilton)

in the Islands of Bermuda )  
this 21st day of March )  
1986. )

Before me )

Robert H. Clarke )  
A Commissioner for Oaths )

This exhibit marked R.H.C.1 referred to in  
the affidavit of ROBERT H CLARKE sworn before me,  
this 21st day of March 1986.

  
A Commissioner for Oaths





**BERMUDA**

1965 : No. 187.

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**THE MID-OCEAN CLUB ACT, 1951, AMENDMENT ACT, 1965.**

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[27th. November, 1965]

WHEREAS The Mid-Ocean Club Limited has presented a petition to the Legislature setting forth that the Company is desirous of amending the Mid-Ocean Club Act, 1951:

AND WHEREAS it is expedient to grant the prayer of the said petition:

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

1. Section three of the Mid-Ocean Club Act, 1951, shall be deleted and the following substituted therefor:—

Amendment of  
s.3 of The  
Mid-Ocean Club  
Act, 1951.

- “3. (1) The capital of the Company shall be such sum not less than twenty-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 ten pounds each.
- (3) 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.

(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."

Amendment of  
s.4 of The  
Mid-Ocean Club  
Act, 1951.

2. Section four of the Mid-Ocean Club Act, 1951, shall be amended —

- (a) in paragraph (b), by the deletion of the words "from the Bermuda Development Company, Limited";
- (b) by the insertion of the following paragraph after paragraph (g) thereof:—

"(h) in addition to the land holding powers conferred on the Company by this Act or by any other Act, to acquire and hold by its corporate name with the previous sanction in each case of the Governor-in-Council, but not otherwise, any land in these Islands:

Provided that at no time shall the total area of land held by the Company under the provisions of this paragraph exceed ten acres."

3. 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.

# This Indenture

made the 2<sup>nd</sup>  
day of October

one thousand nine hundred and fifty-one Between BRITISH MARITIME TRUST, LIMITED a Company incorporated under the laws of Great Britain and THE BANK OF N. T. BUTTERFIELD AND SON LIMITED a Company incorporated under the laws of the Islands of Bermuda (hereinafter called "the Mortgagees" which expression shall unless the context otherwise indicates include their respective successors and assigns) of the first part THE BERMUDA DEVELOPMENT COMPANY LIMITED a Company incorporated under the laws of the said Islands (hereinafter called "the Seller" which expression shall unless the context otherwise indicates include its successors and assigns) of the second part and THE MID-OCEAN CLUB LIMITED a Company incorporated under the laws of the said Islands (hereinafter called "the Purchaser" which expression shall unless the context otherwise indicates include its successors and assigns) of the third part WHEREAS the Seller is seised in fee simple in possession of certain lands situate partly in St. George's Parish and partly in Hamilton Parish in the said Islands AND WHEREAS by an Indenture dated the twenty-third day of December one thousand nine hundred and fifty and made between the Seller of the first part the said British Maritime Trust Limited of the second part and the said Bank of N. T. Butterfield and Son Limited of the third part for the consideration therein mentioned the Seller did grant and release the hereditaments hereinafter described together with other hereditaments unto and to the use of the Mortgagees forever subject to the proviso therein contained for the repayment of the principal sum and interest thereby secured on the day at the rate and in the manner therein mentioned AND WHEREAS the Purchaser has been authorized by the provisions of its incorporating Act to purchase a portion of the said lands AND WHEREAS the Seller and the Purchaser have entered into an agreement under an instrument of even date herewith but executed prior to this indenture under the

terms whereof the Seller undertakes to convey to the Purchaser in fee simple in possession free from incumbrances except as noted in the said agreement the hereditaments and premises described therein and likewise described in the First Schedule to this Indenture and delineated on the plan hereto annexed at the price of One hundred and thirty thousand five hundred pounds AND WHEREAS under the terms of the agreement referred to in the last recital the Seller and the Purchaser entered into certain mutual undertakings therein set out which undertakings insofar as they were made by the Purchaser are intended to run with the hereditaments hereby intended to be conveyed and to be binding in respect thereto such undertakings being therefore more particularly referred to in the Second Schedule to this Indenture AND WHEREAS the Seller and the Purchaser are likewise executing a second agreement of even date herewith for the purpose of implementing certain portions of the agreement for sale above referred to AND WHEREAS the principal sum secured by the hereinbefore recited Indenture of Mortgage is still due and owing but all interest for the same has been paid up to the date of these presents AND WHEREAS upon the treaty for the aforesaid purchase it was agreed that the said purchase price of One hundred and thirty thousand five hundred pounds should be paid to the Mortgagees on account of the said principal sum NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid agreement and in consideration of the sum of One hundred and thirty-thousand five hundred pounds on or before the execution of these presents paid by the Purchaser by the direction of the Seller to the Mortgagees (the receipt whereof the Mortgagees do hereby acknowledge and from the same do release as well the Seller as also the Purchaser) and the payment of which sum the Seller doth hereby acknowledge and from the same doth hereby release the Purchaser the Mortgagees at the request and by the direction of the Seller do hereby and release and the Seller doth hereby grant release unto the Purchaser ALL THAT the lands and described in the First Schedule hereto AND ALL

right title and interest claim and demand of the Mortgagees and the Seller in and to the same TO HAVE AND TO HOLD the hereditaments and premises hereby granted released and confirmed or expressed so to be unto and to the use of the Purchaser forever SUBJECT to the reservations and undertakings on the part of the Purchaser set out in the agreement for sale above recited and to the reservations and undertakings likewise set out in the second agreement above recited and more particularly referred to in the Second Schedule hereto the performance whereof is intended to be further secured by the covenants of the parties hereinafter contained AND the Purchaser doth hereby covenant with the Seller that the Purchaser will carry out with due despatch all of the undertakings on its part contained in the said agreements and more particularly referred to in the Second Schedule hereto AND the Seller doth likewise covenant with the Purchaser that it will also with like despatch carry out all of the undertakings on its part contained in the said agreements and more particularly referred to in the First and Second Schedules hereto AND the Mortgagees do hereby respectively covenant with the Purchaser that they the Mortgagees respectively have not at any time done or knowingly suffered or been party or privy to any act deed or thing whereby they are prevented from granting and releasing the said hereditaments and premises in manner aforesaid or whereby the same or any part thereof are is or may be in anywise incumbered subject as aforesaid AND the Seller doth hereby covenant with the Purchaser THAT notwithstanding any act deed or thing by the Seller done or executed or knowingly suffered to the contrary the Mortgagees have good right to grant and release and the Seller now hath good right to grant release and confirm the said hereditaments and premises unto and to the use of the Purchaser in manner aforesaid subject as aforesaid AND THAT the Purchaser observing and performing all the covenants herein contained and on its part to be observed and performed shall and may at all times hereafter peaceably and quietly possess and enjoy the said

hereditaments and premises and receive the rents and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Seller or any person or persons lawfully or equitably claiming from under or in trust for it free from all incumbrances whatsoever made or suffered by the Seller or any person or persons lawfully or equitably claiming as aforesaid subject as aforesaid AND FURTHER that the Seller and all persons having or lawfully or equitably claiming any estate or interest in the said hereditaments and premises or any part thereof from under or in trust for it shall and will from time to time and at all times hereafter at the request and cost of the Purchaser 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 hereditaments and premises and every part thereof unto and to the use of the Purchaser in manner aforesaid as shall or may be reasonably required AND the Seller doth hereby further covenant with the Purchaser that it the Seller will unless prevented by fire or some other inevitable accident at all times hereafter upon every reasonable request and at the cost of the Purchaser produce or cause to be produced to it or its attorneys or agents or at any trial hearing commission examination or otherwise as occasion shall require all or any of the deeds and writings retained by the Seller for the purpose of showing its title to the hereditaments and premises hereby granted released and confirmed or any part thereof AND ALSO at the like request and cost deliver or cause to be delivered unto the Purchaser such attested or other copies of or extracts from the said deeds and writings or any of them as it may require AND WILL in the meantime unless prevented as aforesaid keep the said deeds and writings safe unobliterated and uncanceled

FIRST SCHEDULE ABOVE REFERRED TO

ALL THOSE certain parcels and strips of land part of which lie in George's Parish and part of which lie in Hamilton Parish and Islands delineated on the plan hereto annexed and those parcels and strips of land coloured pink



said plan as well as the strip of land coloured green on the said plan giving access to the beach marked "Bermuda Development Company Limited" thereon. The area of the parcels of land and strips of land thus delineated is One hundred and ninety-four acres no roods and twenty-eight and one-half perches. The plan hereto annexed comprising an accurate survey of the hereditaments shall supersede and be superior to the description herein contained the plan accordingly being considered a portion of this Indenture. The hereditaments and premises herein comprised are granted released and confirmed together with the structures known as "The Mid-Ocean Clubhouse" the dormitories and the cottages and all other houses buildings fixtures walls fences ways rights-of-way lights liberties privileges easements advantages and appurtenances whatsoever to the said parcels of land and strips of land belonging or in anywise appertaining or with the same or any part thereof held or enjoyed or reputed as part thereof or appurtenant thereto. Wherever no right-of-way exists or is available over lands of the Purchaser the hereditaments and premises are granted released and confirmed especially together with full and free right-of-way and liberty of access for the Purchaser its tenants and servants and others authorized by it to go and return over lands of the Seller of a width adequate to permit the passage of vehicular and pedestrian traffic as may be necessary to give access from lands of the Purchaser to other lands of the Purchaser and existing roads and where such rights-of-way are not delineated on the plan hereto annexed the Seller covenants with the Purchaser at the Purchaser's request to define them and likewise if so requested to implement their definition by documentary evidence. The hereditaments and premises above described are likewise granted released and confirmed together with the covenants and undertakings on the part of the Seller set out in the agreement for sale and the second agreement above recited.



THE SECOND SCHEDULE ABOVE REFERRED TO

The hereditaments and premises defined in the First Schedule hereto are granted released and confirmed to the Purchaser subject as follows:-

1. To a reservation to the Seller of a right-of-way not less than twenty feet in width for vehicular and pedestrian traffic as shown on the plan hereto annexed and thereon coloured green such right-of-way being limited in user and subject to alteration as set out in the agreements hereinbefore recited.
2. To the reservation to the Seller of the ownership of all pipes conduits and other articles of property located on over or under the hereditaments comprised herein forming a part of the general waterworks system of the Seller as set out under the terms of the said agreement for sale together with the right of access thereto.
3. In respect of any portion of the said hereditaments coming under the provisions of The Tucker's Town Roads Act, 1923 subject to the provisions of the said Act but together with the undertaking of the Seller thereto as set out in the provisions of the said agreements.
4. In respect of the lot of land comprised herein and designated on the said plan as Lot 15-4 subject to the undertaking of the Purchaser with regard to the grant of rights-of-way and otherwise as set out in the said agreements.
5. In respect of the entirety of the hereditaments comprised herein subject to any rights-of-way or easements contained in deeds or other instruments executed and delivered by the Seller prior to the date hereof.
6. Subject to the undertaking by the Purchaser of the provisions of the said agreements relating to the sale or transfer of any beaches included in the hereditaments herein comprised as set out in the said agreement.

Wherever no right-of-way exists or is available over the Seller the hereditaments hereby granted released shall be subject to full and free right-of-way

liberty of access for the Seller its tenants and servants and others authorized by it to go and return over lands of the Purchaser of a width adequate to permit the passage of vehicular and pedestrian traffic as may be necessary to give access from lands of the Seller to existing roads.

8. Subject to full and free right-of-way and liberty of passage for the Seller its tenants and servants as limited by the terms of the agreement for sale to go and return by means of vehicular or pedestrian traffic over all roads of the Purchaser.

9. Subject to all other covenants and undertakings on the part of the Purchaser set out in the agreement for sale and the second agreement above recited to the intent that such undertakings and covenants shall run with and bind the land hereby granted released and confirmed.

IN WITNESS WHEREOF the Common Seal of The Bank of N. T. Butterfield and Son Limited on behalf of itself and as the Attorney for the British Maritime Trust Limited was hereto affixed (The Bank of N. T. Butterfield and Son Limited being duly authorized in this behalf by a Power of Attorney dated the Seventh day of February one thousand nine hundred and fifty-one registered in the Registry of the Supreme Court of Bermuda from the said British Maritime Trust Limited to the said Bank) and the Bermuda Development Company Limited and The Mid-Ocean Club Limited have caused their respective Common Seals to be hereto affixed the day and year first above written.

The Common Seal of The Bank of  
N. T. Butterfield and Son Limited  
on behalf of itself and as the  
Attorney for British Maritime  
Trust Limited was hereto affixed  
in the presence of: )

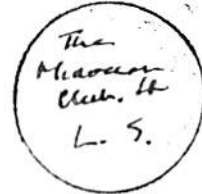
*W. J. M. M. M.*  
Att. Mar.  
*A. J. Patterson*  
Secretary

The Common Seal of Bermuda  
Development Company Limited  
was hereto affixed in the  
presence of:

*Eschen Son*  
*M Howard Trath*  
Directors

The Common Seal of Mid-Ocean  
Club Limited was hereto affixed  
in the presence of:

*Edmund Gibbons*  
Vice President & Chairman  
L.C.



£130,500.0.0

Received on the day of the date of the within written  
Indenture from the within named Mid-Ocean Club Limited the  
sum of One hundred and thirty thousand five hundred pounds  
within mentioned to be paid to the within named British  
Maritime Trust Limited and Bank of N. T. Butterfield and Son  
Limited the sum of One hundred and thirty pounds ten shillings  
in postage and revenue stamps having been previously hereto  
affixed for stamp duty.

Witnesses

*M. J. King, Pres. Man.*  
*C. Latterson*  
Secretary

MEMORANDUM

By Deed dated the 20th December 1985 made between the within named Mid-Ocean Club Limited of the one part and Charles Henry Ford Hutchings of the other part for the consideration therein mentioned a portion of the within described land was conveyed unto the said Charles Henry Ford Hutchings.

The portion so conveyed is shown on the plan marked "X" hereto annexed and outlined in red containing 0.030 Ha.

DATED THIS 20th DAY OF DECEMBER, 1985.

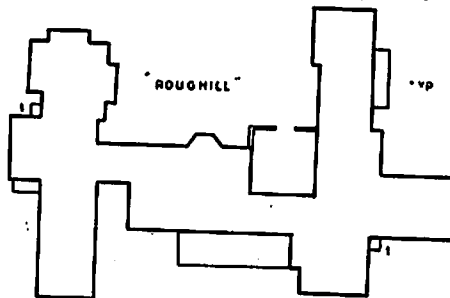
*M. Scalf*  
.....  
CONYERS DILL & BEARMAN  
Barristers and Attorneys.

ROAD

E & DOIN  
S. & SURV  
LTON AL  
9.8



Mid-Ocean Club



Total area  
1.043 Ha.

from South Road

steel pipe/conc.  
3.41

36.26

steel

28.27

steel

74.76

Mid-Ocean Club

Mrs Patricia Phillips

PLAN APPROVED Sept. 13 1985

REFERENCE S/481 A

REGISTERED —



TITLE

PLAN OF LAND IN  
HAMILTON PARISH  
BERMUDA

GRID REFERENCE SHEET 6/11 4000 7790

PLANNING REF.

DRAWING NO.

LS / 2449

DATE MAY 1985

SCALE 1:500



MEMORANDUM

Indenture dated the 17th day of September, 1954 and made between the within named Mid-Ocean Club Limited of the first part the within named Bermuda Development Company Limited of the second part John Brenton Trimingham of the third part and Nicholas Dill of the fourth part a portion of the within described hereditaments comprising ALL THAT certain lot of land situate at Tucker's Town in St. George's Parish in the Islands of Bermuda delineated on the plan annexed to the deed of transfer and thereon verged pink containing 0.216 Acres and bounded NORTHERLY by land formerly of Derrick Thomas Allen and now in the possession of the said John Brenton Trimingham EASTERLY and SOUTHERLY by other land of Mid-Ocean Club Limited and WESTERLY by the Public Road was granted and released unto the said John Brenton Trimingham to uses to bar dower subject to the conditions and covenants contained in the said Indenture.

17th September, 1954

Charles Devens Osborne

MEMORANDUM

By an Indenture dated the 3rd day of March, 1955 and made between the within named Mid-Ocean Club Limited of the first part the within named Bermuda Development Co. Ltd. of the second part and Charles Devens Osborne of the third part a portion of the within described hereditaments comprising ALL THAT certain parcel of land situate in Hamilton Parish in the Islands of Bermuda delineated on the plan annexed to the Certificate of Sanction annexed to the deed of transfer and thereon coloured red containing 26.4 perches and bounded on the NORTH by the public Road on the EAST by other land of the said Charles Devens Osborne on the SOUTH by other land of Mid-Ocean Club Limited and on the WEST by land of the said Charles Devens Osborne and Edith Wendell Osborne was granted and released unto and to the use of the said Charles Devens Osborne his heirs and assigns forever.

3rd March, 1955

Charles Devens Osborne

MEMORANDUM

By an Indenture dated the 16th day of December, 1955 and made between the within named Mid-Ocean Club Limited of the first part the Rt. Hon. Rupert Edward Cecil Lee Guinness, Earl of Iveagh of the second part and James Eugene Pearman of the third part a portion of the within described hereditaments comprising ALL THAT certain parcel of land situate in St. George's Parish in the Islands of Bermuda delineated on the plan hereto annexed marked "A" and thereon verged pink and having certain strips coloured green thereon containing 21 acres 3 roods and 38½ perches was granted and released unto the said Rupert Edward Cecil Lee Guinness to uses to bar dower subject to certain reservations contained in the said Indenture.

16th December, 1955

Charles Devens Osborne

MEMORANDUM

By an Indenture dated the 23rd day of May, 1962, and made between Morris Alvin Gibbons of the first part Mid-Ocean Club Limited of the second part and Ernest Winthrop Peniston Vesey of the third part the strip of land coloured green on the plan marked "C" hereto annexed was released by the said Morris Gibbons in exchange for a grant of a right of way over the strip of land coloured yellow on the said plan.

By an Indenture dated the 23rd day of May, 1962, and made between Edmund Graham Gibbons (the Younger) and Ida Melville Gibbons his wife of the one part and the Mid-Ocean Club Limited of the other part the strip of land coloured green on the plan marked "D" hereto annexed was released by the said Edmund Graham Gibbons and Ida Melville Gibbons in exchange for a grant of a right of way over the strip of land coloured yellow on the said plan.

By an Indenture dated the 30th day of May, 1962, and made between Nicholas Elias Kulukundis of the first part the Mid-Ocean Club Limited of the second part and Ernest Winthrop Peniston Vesey of the third part the strip of land coloured green on the said plan marked "C" was released by the said Nicholas Elias Kulukundis in exchange for a grant of a right of way over the strip of land coloured yellow on the said plan.

*Attest J. S. J. K. P.*  
6th June, 1962

MEMORANDUM

By an Indenture dated the 1st day of June, 1962, and made between the Mid-Ocean Club Limited of the one part and Edmund Graham Gibbons (the Younger) of the other part the small lot of land outlined in pink on the plan marked "E" hereto annexed containing 1 rood 19.16 perches (0.370 of an acre) was conveyed to the said Edmund Graham Gibbons in fee simple together with a right of way over and along the strip of land 20 feet wide leading along the eastern boundary of the said lot of land in a South-easterly direction to the Public Road through Tucker's Town to Harrington Sound.

*Attest J. S. J. K. P.*  
6th June, 1962

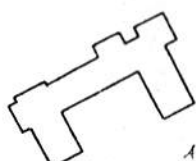
MEMORANDUM see back-sheet

MID-OCEAN CLUB LIMITED

WEST 2.62

REF. MON. N°3

LOT 3-3



AREA  
1 AC. - 2 RDS. - 16 PERS. - 1559 Yds  
1.603 ACRES

MID-OCEAN CLUB LIMITED

LOT 3-2

EDMUND GRAHAM GIBBONS JR.

LOT 3-4

MORRIS ALVIN GIBBONS

551-26-50 E  
19.21

AREA  
OA. - 1 R. - 19.16 P  
0.370 AC.

MID-OCEAN CLUB LTD.

RADIUS 450.22

PUBLIC ROAD

Plan 'C'

PLAN OF LAND  
IN

TUCKERS TOWN HAMILTON PARISH  
BERMUDA

REFERRED TO IN THE ANNEXED

SCALE 100 FT. TO 1 IN.

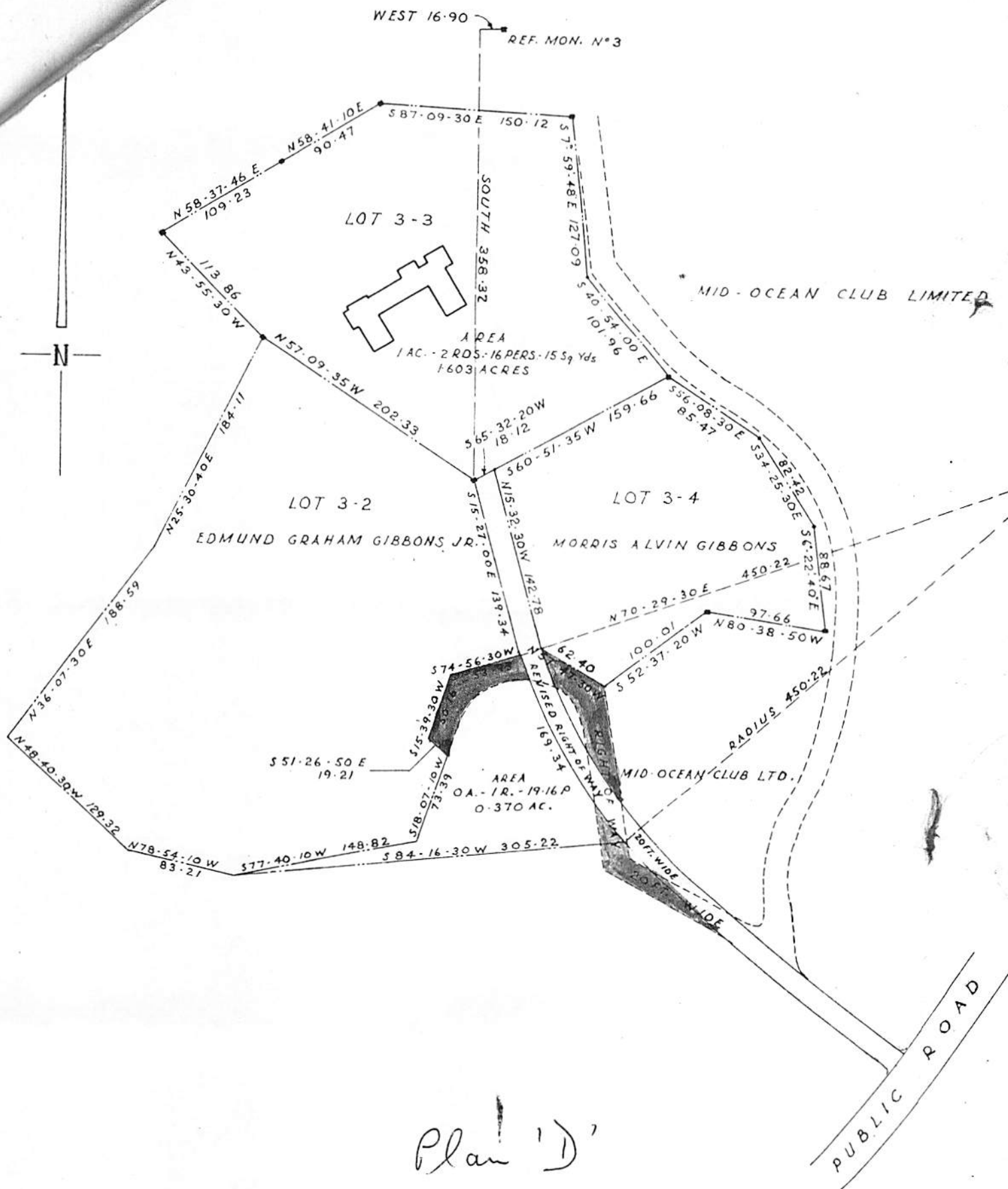
TRACED FROM DEED  
BY W.N. BROWN  
7 FEB. 9, 1948

JOB N° 7545 & 7620

CLARKE & DOIDGE  
ENGRS. & SURVEYORS  
HAMILTON BDA.  
NOV 9 1960



MID - OCEAN CLUB LIMITED



Plan 'D'

PLAN OF LAND  
IN  
TUCKERS TOWN HAMILTON PARISH  
BERMUDA

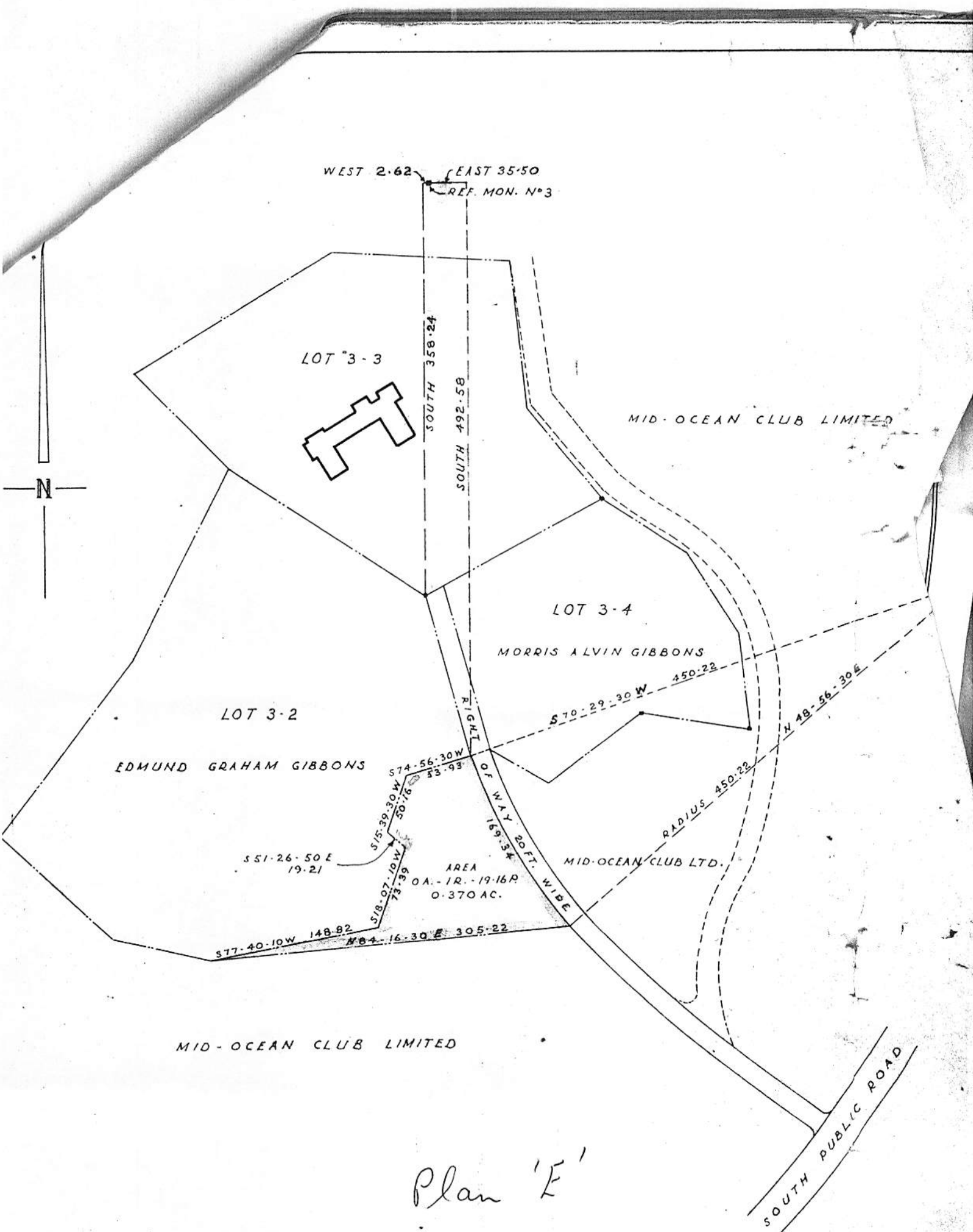
REFERRED TO IN THE ANNEXED

SCALE 100 FT. TO 1 IN.

NOTE:- TRACED FROM DEED  
PLAN BY W. N. BROWN  
DATED FEB. 9, 1948

T.F. JOB N° 7545 & 7620

CLARKE & DOIG  
ENG'RS. & SURVEY  
HAMILTON BDA.  
NOVEMBER 19



Plan 'E'

PLAN OF LAND  
IN  
TUCKERS TOWN HAMILTON PARISH  
BERMUDA  
REFERRED TO IN THE ANNEXED

SCALE 100 FT. TO 1 IN.

CLARKE & DOIDGE  
ENGRS. & SURVEYORS  
HAMILTON BDA.  
MARCH 24, 1961

lin  
Henry  
AS

GORDON SIMONS

LOT 24-2A

STELLITA RENCHARD

LOT 24-3A

MID-OCEAN CLUB LIMITED

AREA 0.405 ACRE  
OR 0.164 HA.

BERMUDA PROPERTIES LIMITED

CASTLE HARBOUR HOTEL BEACH

PLANNING DEPT.  
DIVISION N° 3/2077  
APPROVED APRIL 28, 1978

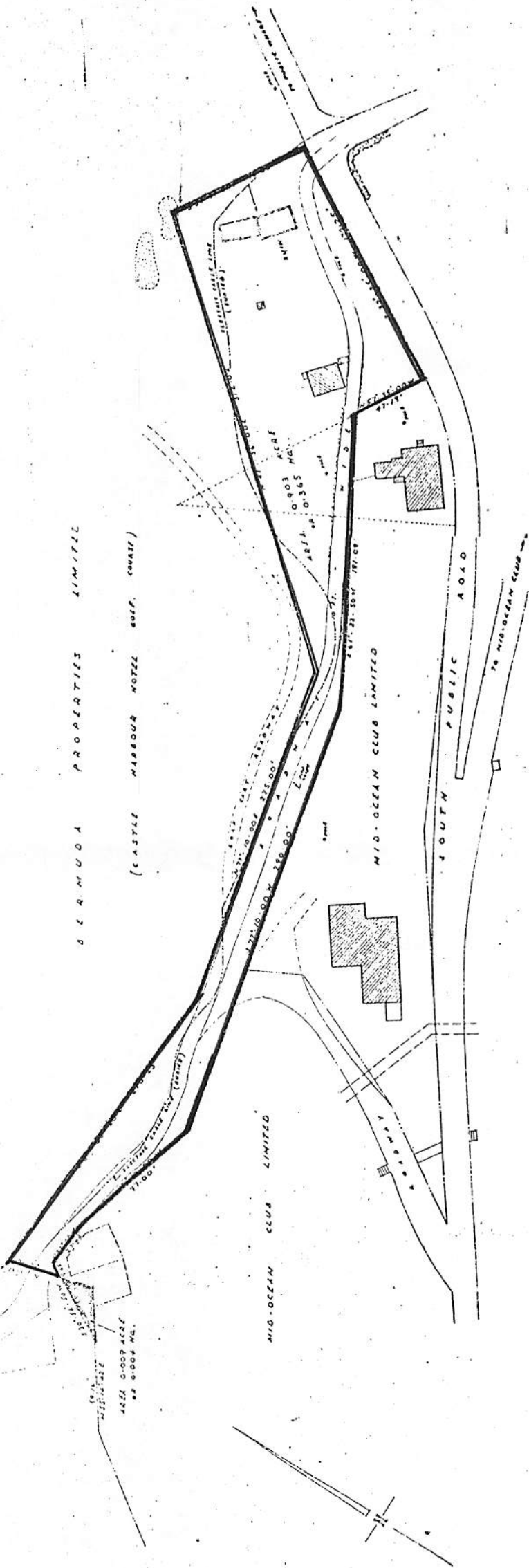
PLAN OF LAND  
IN  
TUCKERS TOWN - ST. GEORGES PARISH  
BERMUDA  
SCALE 40 FT. TO 1 IN.

ROBERT H. CLAY  
ENGINEER & SURV.  
HAMILTON B.

PLAN "H"



BERMUDA PROPERTIES LIMITED  
(CASTLE HARBOUR HOTEL GOLF COURSE)



PLAN OF LAND  
IN  
TUCKERS TOWN - ST. GEORGES PARISH  
BERMUDA  
SCALE 40 FT TO 1 IN.

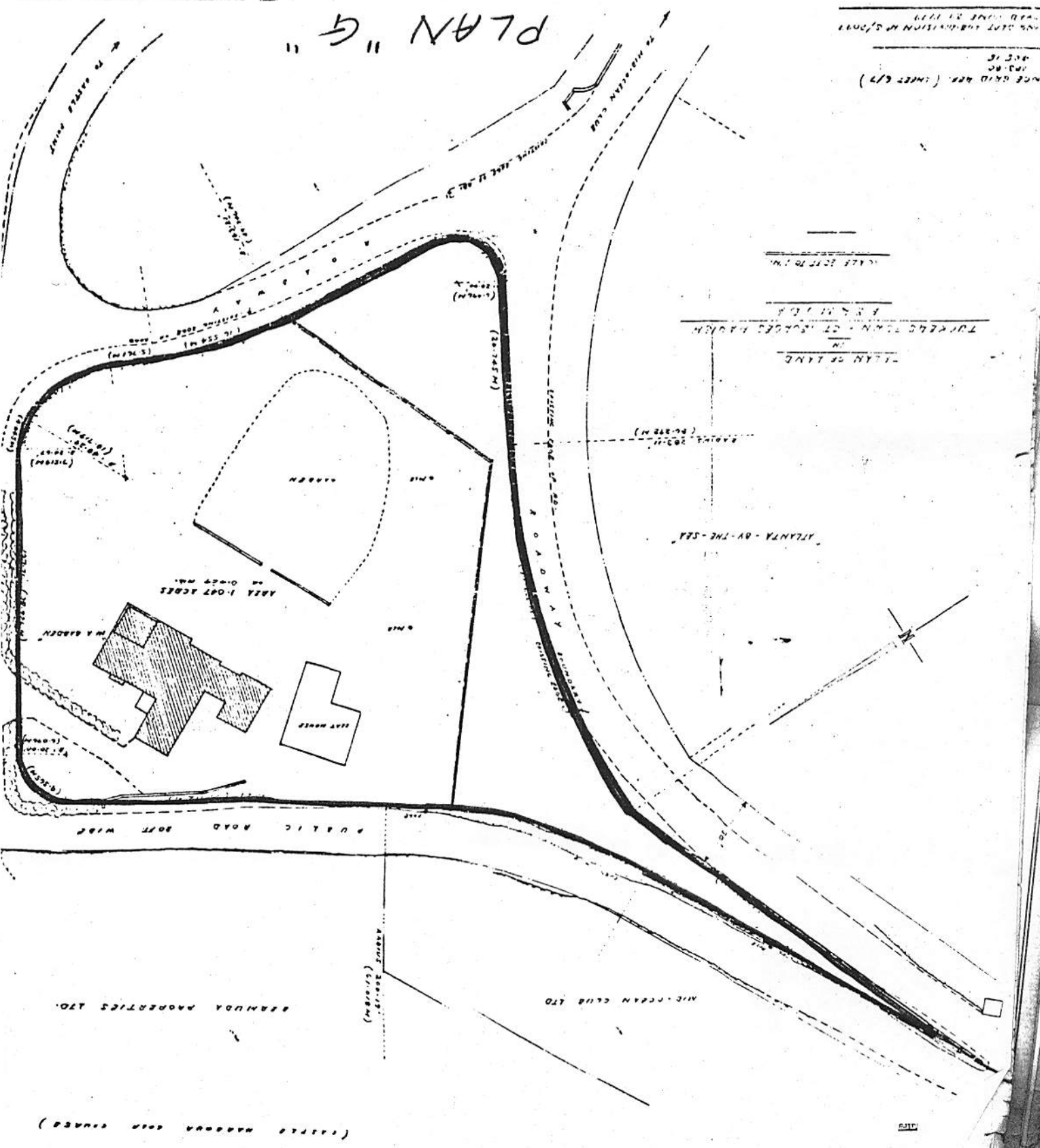
PLANNING DEPT. SUB-DIVISION NO 5/1077  
APPROVED MARCH 20, 1978

JCS NO 74/113 (REVISED PLAN - APRIL 1978)

ROBERT M. WILKIE  
ENGINEER & SURVEYOR  
HAMILTON, BERMUDA

MO 5/113

"G" PLAN





MEMORANDUM

By an Indenture dated the \_\_\_\_\_ day of 1970 and made between Jacqueline Beryl Strachan of the one part and Mid-Ocean Club Limited of the other part the strip of land coloured green on the plan marked "F" hereto annexed was released by the said Jacqueline Beryl Strachan in exchange for the grant of a right of way over the strip of land coloured yellow on the said plan and the right of the said Jacqueline Beryl Strachan to production and delivery of copies of the within written Indenture was thereby acknowledged

MEMORANDUM

By an Indenture dated the twenty-eighth day of September One thousand nine hundred and seventy-nine and made between Mid-Ocean Club Limited of the one part and David Dixon McNeish of the other part for the consideration therein mentioned the hereditaments and premises comprising 1.047 acres (0.424 ha) delineated and edged red on the annexed plan marked "G" were granted and released unto and to the use of the said David Dixon McNeish his heirs and assigns forever subject to the matters therein set forth and together with the rights and appurtenances therein also set forth

*Conyers Dill & Pearman*  
14th October 1979

MEMORANDUM

By an Indenture dated the Fourth day of June One thousand nine hundred and eighty and made between The Mid-Ocean Club Limited of the one part and Bermuda Properties Limited of the other part for the consideration therein mentioned the hereditaments and premises comprising 0.405 acres, 0.903 acres and 1.965 acres respectively delineated and edged red on the annexed plans marked "H", "I" and "J" were granted and released unto and to the use of the said Bermuda Properties Limited their successors and assigns forever

*Conyers Dill & Pearman*  
12th June, 1980

1951

Dated 2nd October

BRITISH MARITIME TRUST LIMITED  
and ors.

to

MID-OCEAN CLUB LIMITED

C O N V E Y A N C E

of certain parcels of land in St. George's Parish and Hamilton Parish in the Islands of Bermuda together with the building known as The Mid-Ocean Club and all appurtenances thereunto belonging

Conyers, Dill & Pearman



