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Questioned Document Examiner Letter and Report

Subject: **John Agustus Alexander Virgil and Algernon Doers #1753**

Date: **January 25, 2021**

1. I am Brenda Petty, designated a Certified Questioned Document Examiner by the International Association of Document Examiners through testing by proctor and the passing of the test. I have been court qualified to give expert testimony and deposition in seven (7) states in the United States and testimony and deposition in Canada. I have testified in Superior Court in Phoenix, Arizona and in Canada: Ontario, Toronto, Brampton, British Columbia, and the Court of Quebec (District of Bedford Cowansville). I have also provided Forensic Examination services for the City of Toronto, Office of the Auditor General, Province of Saskatchewan, Ministry of Social Services, the Law Society of Ontario, City of Vancouver Legal Services, Manitoba Public Insurance and Royal Canadian Mounted Police.
2. I started study in the field of Forensic Document Examination in 2006 by completing a two-year study course and have continued education through the present time by proof of completed certificates. I currently have continuing education and study with Katherine Koppenhaver, President of the International Association of Document Examiners (IADE). In 2020, I met requirements and have been granted the honor of the designation Certified Questioned document Examiner-Diplomate by the IADE. I have passed proficiency testing and currently take a required proficiency exam each year. I have testified in a Daubert Motion and the testimony was ruled on favorably by the Judge. I am not an advocate of the person who uses my services; I speak for the document. My opinions are formed through a careful examination of the documents with a determined caution that bias is not a contributing factor to the opinion.
3. I have two purported known signatures of John Agustus Alexander Virgil. For the purpose of this examination, I have labeled these exhibits 'K1' through K2'.
4. I have been asked to compare the signatures of John Agustus Alexander Virgil on the 'K' documents to the John Agustus Alexander Virgil signatures on the questioned documents identified herein as 'Q1' and 'Q2' and to the John Agustus Virgil signatures on the questioned document identified herein as 'Q3' and 'Q4' to determine if the author of the John Agustus Alexander Virgil signatures on the 'K' documents was the author of the John Agustus Alexander Virgil and John Agustus Virgil signatures on the questioned documents: A Six (6) Page Conveyance and two (2) Sale Agreements all dated April 15, 1969.

5. I also have eight (8) purported known signatures of Algernon Doers. For the purpose of this examination, I have labeled these exhibits 'C1A' through 'C4B'.
6. I have been asked to compare the signatures of Algernon Doers on the 'C' documents to the Algernon Doers signatures on the Questioned documents identified herein as 'Q3A' and 'Q4A' to determine if the author of the Algernon Doers signatures on the 'C' documents was the author of the Algernon Doers signatures on the questioned documents: Two (2) Sale Agreements dated April 15, 1969.
7. I also have a document with a Central Planning Authority RECEIVED date stamp. I have been asked to review the stamp for any oddities. This document was labeled 'S1'.
8. An examination of handwriting includes establishing patterns of writing habits to help identify the author. Handwriting is formed by repeated habits of writing by the author, which are created by neural pathways established in the brain. These neural pathways control muscular and nerve movement for writing, whether the writing done is by the hand, foot or mouth.
9. In support of my opinion, I have included an excerpt from *Handwriting Identification, Facts and Fundamentals* by Roy A. Huber and A.M. Headrick (CRC Press LLC, 1999, pp 50-51) wherein the leading forefathers of document examination in the USA agree that one significant difference in the fundamental structure of a writing compared to another is enough to preclude common authorship:
 - (A) Ordway Hilton stated: "It is basic axiom of identification in document problems that a limited number of basic differences, even in the face of numerous strong similarities, are controlling and accurately establish nonidentity."
 - (B) Wilson R. Harrison made similar comments: "...the fundamental rule which admits of no exception when handwritings are being compared...is simple - whatever features two specimens of handwriting may have in common, they cannot be considered to be of common authorship if they display but a single consistent dissimilarity in any feature which is fundamental to the structure of the handwriting, and whose presence is not capable of reasonable explanation."
 - (C) James V.P. Conway expressed the same theme when he wrote: "A series of fundamental agreements in identifying individualities is requisite to the conclusion that two writings were authored by the same person, whereas a single fundamental difference in an identifying individuality between two writings precludes the conclusion that they were executed by the same person."

and finally,

- (D) Albert S. Osborn and others have generally agreed that despite numerous similarities in two sets of writings, a conclusion of identity cannot be made if there are one or more differences in fundamental features of the writings.
10. Motivated by several rulings in the United States courts regarding expert testimony in general, and handwriting testimony in particular, a study was undertaken to objectively validate the hypothesis that handwriting is individual. Handwriting samples of 1500 individuals, representative of the U.S.

population was done by using computer algorithms for extracting features from scanned images of handwriting. Attributes characteristic of the handwriting were obtained, e.g., line separation, slant, character shapes, etc. These attributes, which are a subset of attributes used by forensic document examiners (FDE's) were used to quantitatively establish individuality by using machine learning approaches. Using global attributes of handwriting and very few characters in the writing, the ability to determine the writer with a high degree of confidence was established. The work is a step towards providing scientific support for admitting handwriting evidence in court. The mathematical approach and the resulting software also have the promise of aiding the Forensic Document Examiner. (Commentary on: Shrihari SN, Cha S-H, Arora H, Lee S. Individuality of Handwriting. J. Forensic Sci 2002). Sargur N./ Srihari is a computer scientist and educator who has made progress with pattern recognition and developed software known as Cedar-Fox (granted a U.S. Patent in 2009) used by the US Postal Office primarily for handwritten address systems. Srihari's work on the individuality of handwriting has been cited in Daubert and Frye standard hearings in the United States and cleared the way for admitting handwriting evidence into the court system. Over ninety per cent (90%) of handwritten mail is now sorted by machines. When the process started only fifteen (15%) could be sorted. Machines are not a replacement for human examiners but as an aid.

Definition of Natural Variation regarding handwriting:

11. Handwriting originates in the brain where a mental picture of letters and words are formed. The signals are sent from the brain to the arm and hand through muscles and the nervous system. Each person is unique in the way that the brain interprets the signal and sends the message. Handwriting is distal. This simply means that the actual act of writing occurs at a place not directly attached to the brain. Writing occurs in the extremities and involves fine motor skills as opposed to walking which is proximal (center part of body) which means walking involves large, gross motor skills. Because writing involves the brain, the muscles and nervous system it becomes unique to each individual in writing habits and patterns. This uniqueness is called Natural Variation and involves a variation in strokes or manner of writing an individual incorporates. Like fingerprints, handwriting is individualized. It is with this understanding that the following report expounds.

Process of examination:

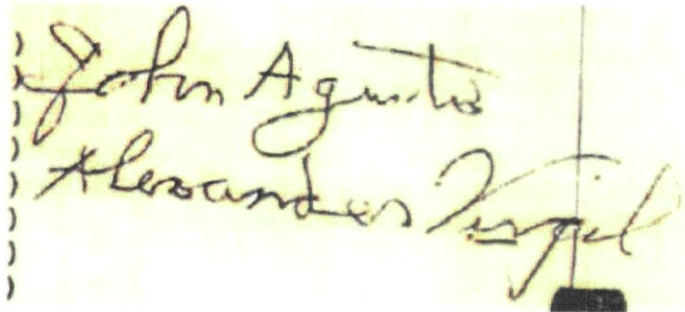
12. On January 11, 2021 I received exemplars by email from Docufraud Canada with the purported known handwritten signatures of John Augustus Alexander Virgil and three (3) questioned documents with the questioned signatures of John Augustus Alexander Virgil and John Augustus Virgil. Two (2) of the questioned documents (Sale Agreements) also contained the name of Algernon Doers as well as the name of John Augustus Virgil. I also received comparison documents with the name of Algernon Doers. One of the documents received contained a date stamp that was to be reviewed for oddities.
13. All documents received were copies and were scanned in as pdf documents and received by email transmission. Though it is always considered that original documents are the best for examinations, in this generation because of electronic storage of documents, original documents are becoming more difficult to obtain. In my experience, when examinations were conducted first with copies then conducted again using originals, my opinion reached in the first examination was changed only three times. This is because the proficiency in copying/scanning equipment has increased in performance and yields better copies than those produced in years gone by. To date, I have examined over 20,000

documents. If the original(s) does become available, I would greatly appreciate the opportunity to examine.

14. The writing on the documents was enlarged and placed in a line-up for a side-by-side comparison process, as per published industry standard methodologies. All examinations of writing are performed by some type of comparison process, whether the process is electronic and/or physically examined. Under the Scientific Working Group for Forensic Document Examination (SWGDOC) standards in examining documents, it states that documents are to be analyzed, compared, and evaluated. SWGDOC standards for examining documents are used in this examination to arrive at an opinion regarding the requests made for the examination. The handwriting was examined and compared using magnification.
15. This report will be broken into three (3) Sections. Section I will illustrate the examination of the John Augustus Alexander Virgil / John Augustus Virgil signatures. Section II will illustrate the examination of the Algernon Doers signatures. Section III will illustrate the examination of the date stamp.

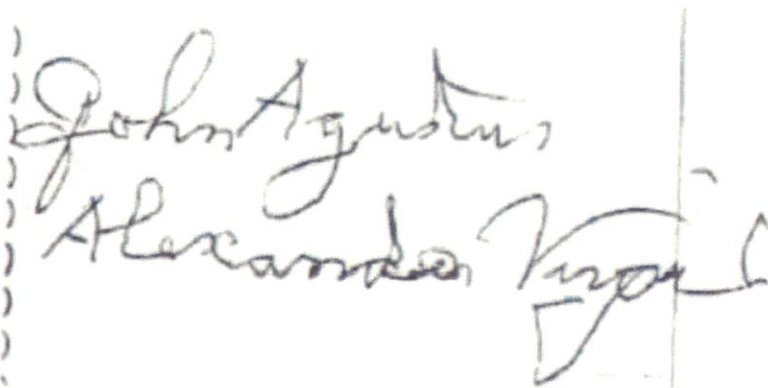
SECTION I: JOHN AGUSTUS ALEXANDER VIRGIL / JOHN AGUSTUS VIRGIL

Lineup of questioned and known signatures of John Augustus Alexander Virgil / John Augustus Virgil:



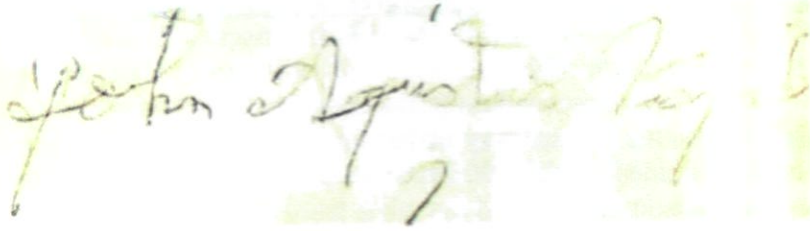
A handwritten signature in cursive script, reading "John Augustus Alexander Virgil". The signature is written on a light-colored background and is enclosed within a vertical line on the right side. There are several vertical lines on the left side of the signature, possibly indicating a comparison or a specific part of the document.

Q1
Conveyance
Page 5
April 15, 1969

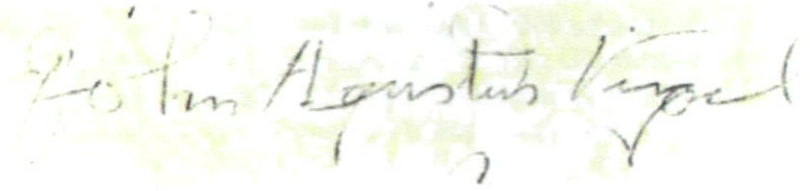


A handwritten signature in cursive script, reading "John Augustus Alexander Virgil". The signature is written on a light-colored background and is enclosed within a vertical line on the right side. There are several vertical lines on the left side of the signature, possibly indicating a comparison or a specific part of the document.

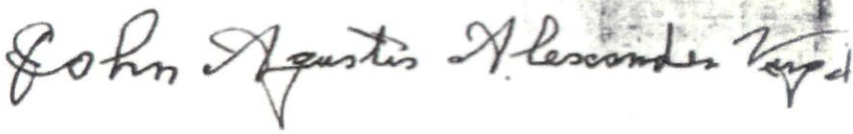
Q2
Conveyance
Page 6
April 15, 1969



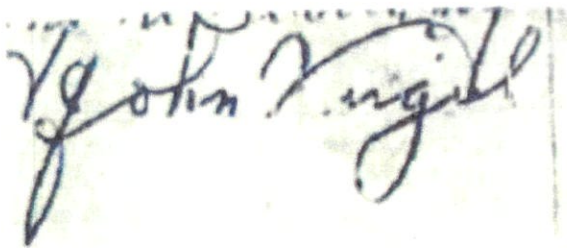
Q3
Sale Agreement
General Conditions
January 11, 1969



Q4
Sale Agreement
General Conditions
January 11, 1969



K1
Last Will &
Testament
May 21, 1964



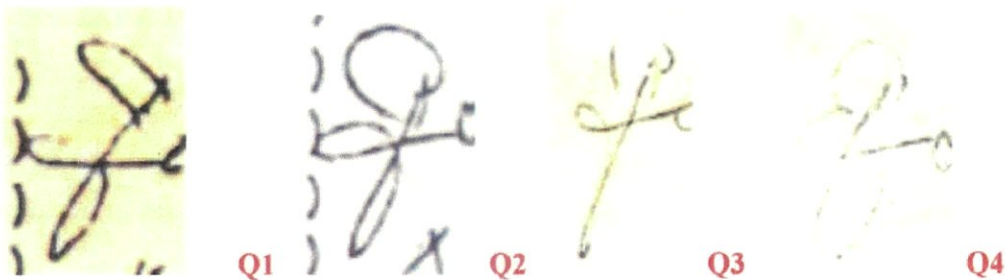
K2
To Whom It
May Concern
March 3, 1956

Similarities between the questioned and known signatures of John Augustus Alexander Virgil / John Augustus Virgil and information:

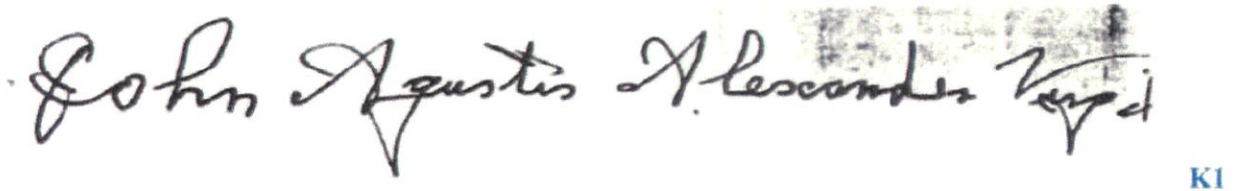
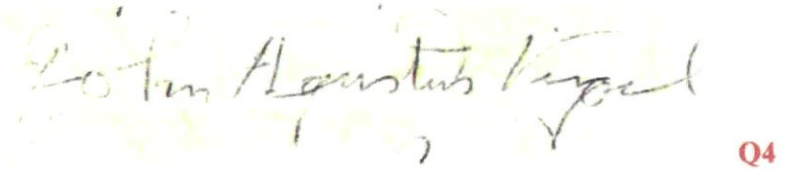
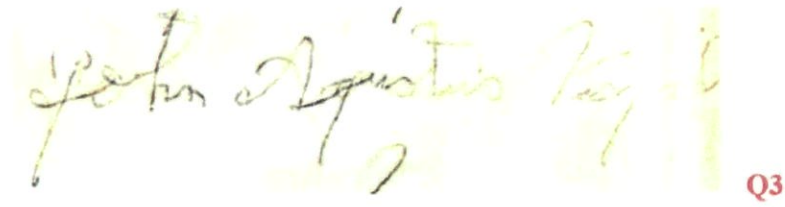
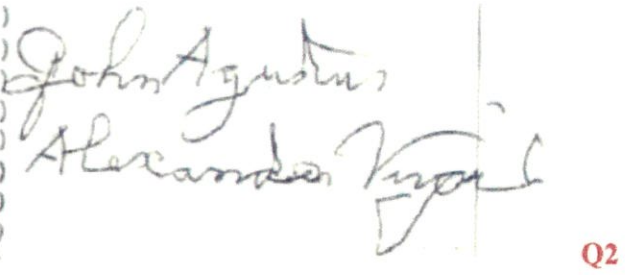
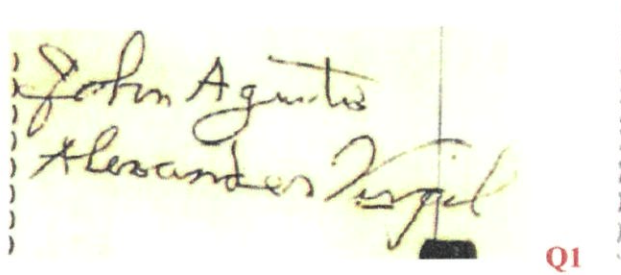
16. There is a pictorial look to all signatures.
17. There is a five (5) year difference between the closest comparison document (1964) to the 1969 questioned document.
18. I was given the information that no more comparison documents could be provided for this examination on John Augustus Alexander Virgil due to age of documents and Mr. Virgil being deceased.

Significant differences between the questioned and known signatures of John Agustus Alexander Virgil / John Agustus Virgil:

19. There are several similarities in writing habit between the signatures that give a pictorial look to the signatures. Some of the similarities are the unusual way of forming the top oval on the letter J; positioning of letters to one another and the formation of the 'x' in Alexander. These similarities must be considered in the examination.
20. Between the 1964 comparison signature and the 1969 questioned signatures there is also a great degree of decline in writing that can be noted. This decline must also be considered in the examination. The lack of contemporaneous documents also adds to the difficulty of the forming of opinion whether the questioned signatures are genuine or not.
21. A good simulation will always have similarities. A person who attempts to author another's signature usually does so attempting to achieve a pictorial look to the signatures. In this examination, that was achieved. However, what is not logical about the signatures also must be considered. It is noted in the questioned signatures a decline in writing skill that was not noted in the two (2) comparison signatures. There is a five (5) year difference between signatures. This either means that Mr. Virgil is having an issue between his brain, muscles and nerves that is causing a problem in his writing or another hand is attempting to simulate his signature and faking shakiness and malformed letters. In the questioned signatures there is a difference in writing skill, shakiness in writing is exhibited, and malformed letters are noted. It could just be assumed that Mr. Virgil is suffering a decline in writing skill and that the questioned signatures are genuine because of the similarities, but it is this forensic document examiner's opinion that some things that are not 'logical' in the signatures must be considered. The first illustration will be the letter J in John. It is taught in forensic document training that a great deal of errors made in attempts to simulate are made in the beginning or in the ending of the signature. The J is formed so well in all four (4) of the questioned signatures. The top oval is attached after the stem and loop and leg of the J is written in smooth reverse movements. The top loop being so well formed is curious. The backwards loop on the leg and the counterclockwise loop on the stem are so well formed, they are curious. This well-formed letter brings questions that needs answers. Where is the shakiness noted in the other parts of the signature? How are the loops so well-formed when other loops show difficulty? Please see below:



22. On the Q1 and Q2, the 'g' in Augustus has the top and bottom loop well formed, yet the 'g' in Virgil is formed in separate strokes with the bottom formed then a separate oval drawn across the top after the lower was written. Why can the author of the signature do so well on one 'g' and on the other 'g' find it so difficult to form? Please note the formation of the 'h' and 'g' on the Q3 and Q4. If a person has problems with ovals, they usually have problems with all ovals, not just one in a particular area. Also, please notice the 'x' in Alexander. On the Q1 the author failed to execute the 'x' in Mr. Virgil's usual style, but it was accomplished on the Q2. Could the author have made a mistake that could not be corrected without drawing attention to the letter and it was better to leave the mistake alone? Note on the 'h' in John that the Q1 was formed with separate strokes with the bottom part of the 'h' squared off. The Q2 was formed with a continuous stroke and the 'h' is rounded on the bottom hump. The Q3 and Q4 'h' if also formed fairly well. Note all the g's on the Q3 and Q4 look as though a triangle is attempted but part of it is not drawn. Please also note that the Q1, Q2, Q3 and Q4 were all purportedly written in 1969.



SECTION II: ALGERNON DOERS

Lineup of questioned and known signatures of Algernon Doers:

Algernon Doers

Q3A
Sale Agreement
General Conditions
January 11, 1969

Algernon Doers

Q4A
Sale Agreement
General Conditions
January 11, 1969

Algernon Doers

C1A

C1B

Algernon Doers

Algernon Doers

C2A

C2B

Algernon Doers

Algernon Doers

C3A

Algernon Doers

C3B

Algernon Doers

C4A

Algernon Doers

C4B

Similarities between the questioned and known signatures of Algernon Doers and information:

23. All signatures are written Algernon Doers.
24. There is a pictorial look to all signatures.
25. I was given the information that the comparison signatures of Algernon Doers were furnished to the police. I was not given the date that the signatures were furnished.

Significant differences between the questioned and known signatures of Algernon Doers:

26. The questioned signatures of Algernon Doers were written on two (2) Sale Agreements dated what appears to be January 11, 1969. The signatures have a printed/cursive look. Though some strokes cannot be completely seen, it can be noted the spacing in-between the letters. The C's have connection strokes that are missing from the Q3A and Q4A. Please note the formation of the D. The C's have all been written in a cursive style.

Algernon Doers

Q3A

Algernon Doers

Q4A

Algernon Doers

C1A

Algernon Doers

C1B

Algernon Doers

C2A

Algernon Doers

C2B

Algernon Doers

C3A

Algernon Doers

C3B

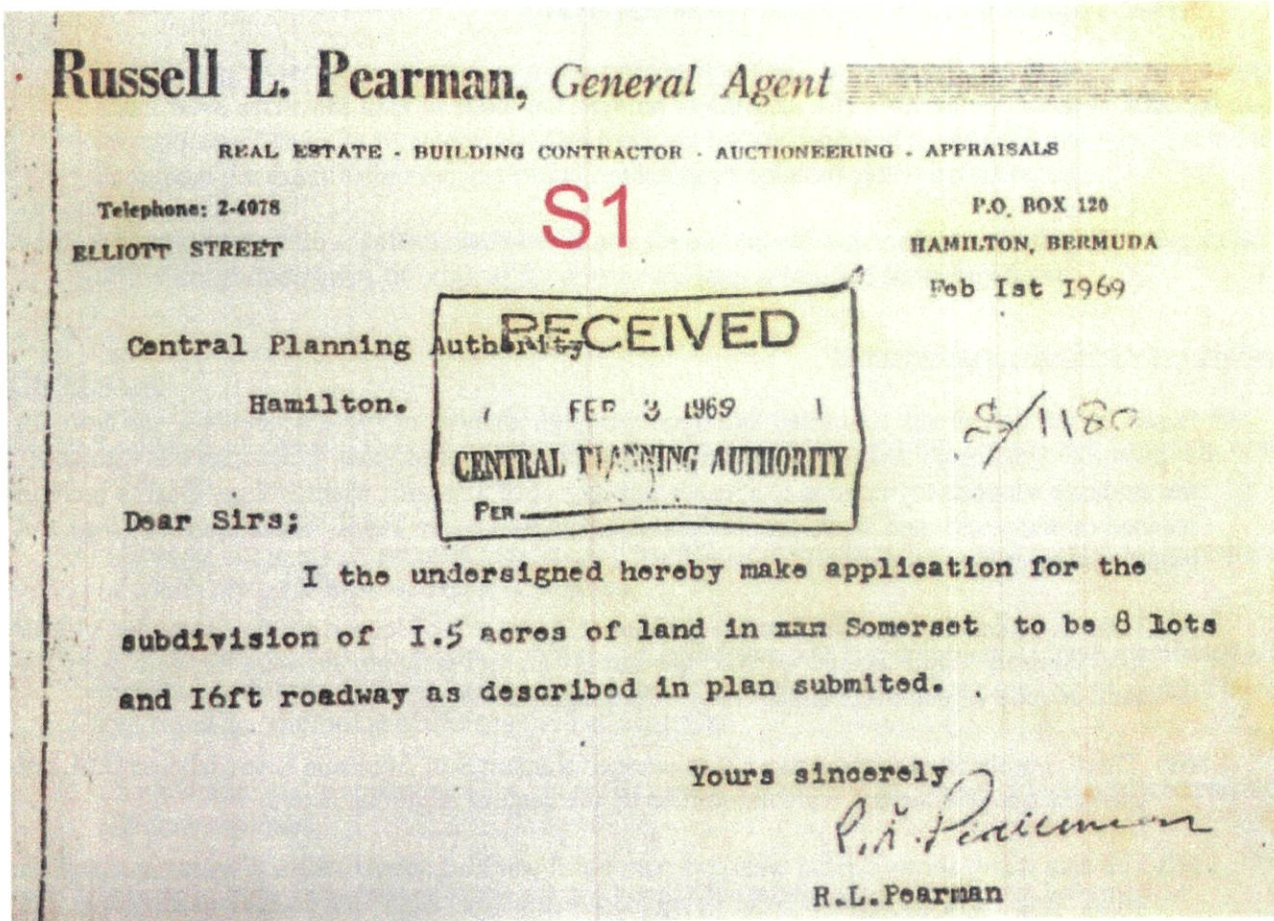
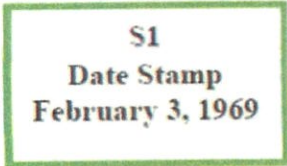
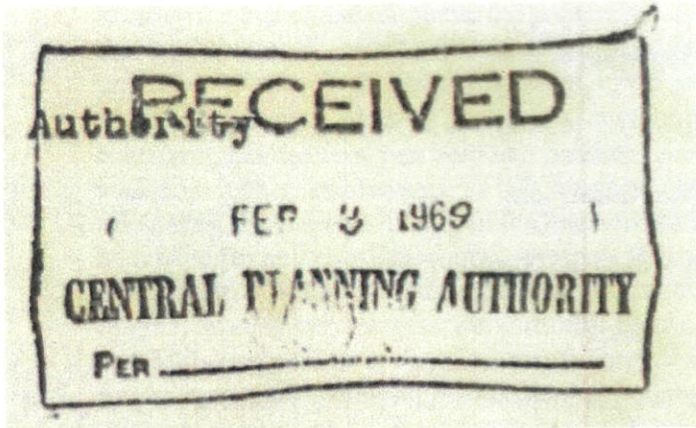
Algernon Doers

C4A

Algernon Doers

C4B

SECTION III: DATE STAMP



Observations regarding the date stamp:

27. The border of the stamp is not straight.
28. The words inside the stamp are 'wavy' in appearance.
29. Some of the letters and numbers are cut-off.
30. The number 3 appears to have the bottom part 'drawn' on.
31. In the year 1969, the 6 is 'too perfect' compared to the other numbers.
32. In the year 1969, the 9 has been written in by hand.
33. On the words **CENTRAL PLANNING AUTHORITY** some of the lettering on the word **PLANNING** appear could have been 'bleached' or 'erased' in some form in order to 'bleach' or 'erase' a signature written on the line by the word **PER**.

Opinion reached after examination:

34. Based on the documents submitted and upon thorough analysis of these documents, and from an application of accepted forensic document examination tools, principles, techniques and standards, the evidence supports my opinion to a reasonable degree of Scientific Methodology that the opinion reached on the questioned signatures of John Augustus Alexander Virgil / John Augustus Virgil and Algernon Doers is as follows:
 - (A) There is probability that the four (4) questioned signatures of John Augustus Alexander Virgil / John Augustus Virgil labeled Q1, Q2, Q3 and Q4 are not genuine and were not written by the hand of John Augustus Alexander Virgil / John Augustus Virgil.
 - (B) There is probability that the two (2) questioned signatures of Algernon Doers labeled Q3A and Q4A are not genuine and were not written by the hand of Algernon Doers.
 - (C) The date stamp shows typical wear and tear, but it was also noted that there were touch-ups on the number 3 and the number 9 was completely written by hand. There is an area that looks like some type of 'bleaching' or 'erasing' could have happened to remove a signature that appeared on the line beside the word **PER**. The word **PLANNING** also showed signs of some type of 'bleaching' or 'erasure' as the strokes left from the signature stretched into the word **PLANNING**. Light strokes are still visible.

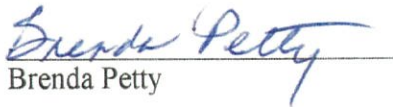
35. To establish that handwriting was written by a particular person, an examination with known genuine handwriting must show substantial agreement in sufficient handwriting characteristics to identify the maker and eliminate the possibility of any other writer. The handwriting characteristics that are evaluated include line quality, pressure patterns, rhythm, slant, size and proportions, utilization of space and spatial alignment, initial and terminal strokes, writing speed, legibility, skill level, letter forms, types of connectors, method of construction, pattern formations, freedom of execution, handedness, pen hold and position, simplification, tremor, type of writing, and range of variation. Other features such as lifts, stops and hesitations of the writing instrument, patching and retouching, slow drawn quality of the line, unnatural tremor, and guide lines of various forms should be looked for and considered when present. Potential limiting factors such as age, illness or injury, medication, drugs or alcohol (intoxication or withdrawal), awkward writing position, cold or heat, fatigue, haste or carelessness, nervousness, nature of the document, use of the unaccustomed hand, and deliberate attempt at disguise or auto-forgery should be considered. (ASTM 2007) because they may not represent the natural handwriting of the individual. According to the forefathers of document examination if only one fundamental unexplainable significant difference happens in fundamental writing features it can preclude common authorship.
36. I am willing to testify to this fact in a court of law and I will provide exhibits to the Court showing that I have sufficient data to show my opinion is correct. My Curriculum Vitae is attached and incorporated herein by reference and sets forth my background and experience that qualifies me to undertake the examination requested and rendering of opinions given in this report.
37. This report may be supplemented later if any future requests are made concerning this case and/or if additional documents or original documents are later submitted for comparison.

Declaration:

38. I understand that my overriding duty is to the court both in preparing reports and in giving oral evidence.
39. I have set out in my report what I understand from those instructing me to be the questions in respect of which my opinion as an expert is required.
40. I have done my best, in preparing this report, to be accurate and complete. I have mentioned all matters which I regard as relevant to the opinions I have expressed. All the matters on which I have expressed an opinion lie within my field of expertise.
41. I have drawn to the attention of the court all matters, of which I am aware, which might adversely affect my opinion.
42. Wherever I have no personal knowledge, I have indicated the source of factual information.
43. I have not included anything in this report which has been suggested to me by anyone, including the client or lawyers instructing me, without forming my own independent view of the matter. It is always my intent to conduct every examination without personal influence or bias.

44. Where in my view, there is a range of reasonable opinion; I have indicated the extent of that range in my report.
45. At the time of signing the report I consider it to be complete and accurate. I will notify those instructing me if, for any reason, I subsequently consider that the report requires any correction or qualification.
46. I understand that this report will be evidence that I will give under oath, subject to any correction or qualification I may make before swearing to its veracity.
47. I believe that the facts I have stated in this report are true and that the opinions I have expressed are correct.

Respectfully submitted,


Brenda Petty

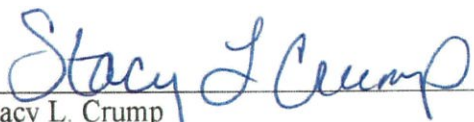
The above Examiner Letter and Report was sworn and subscribed before me by Brenda Petty this

25th day of January, 2021.

State of Oklahoma
County of Stephens

§
§




Stacy L. Crump
Commission #20001525 expires: February 6, 2024



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Curriculum Vitae:

I am Brenda Petty, designated a Certified Questioned Document Examiner by the International Association of Document Examiners through testing by proctor and the passing of the test. In February 2020, I was designated as a Certified Questioned Document Examiner-Diplomate with IADE. I have been court qualified to give expert testimony and deposition in seven (7) states in the United States and testimony and deposition in Canada. I have testified in Superior Court in Phoenix, Arizona and in Canada: Ontario, Toronto, Brampton, British Columbia, and the Court of Quebec (District of Bedford Cowansville). I have also provided Forensic Examination services for the City of Toronto, Office of the Auditor General, Province of Saskatchewan, Ministry of Social Services, the Law Society of Ontario, Manitoba Public Insurance, City of Vancouver Legal Services and the Royal Canadian Mounted Police.

I started study in the field of Forensic Document Examination in 2006 by completing a two-year study course and have continued education through the present time by proof of completed certificates. I currently have continuing education and study with Katherine Koppenhaver, President of the International Association of Document Examiners (IADE). I have passed proficiency testing and currently take a required proficiency exam each year. I have testified in a Daubert Motion and the testimony was ruled on favorably by the Judge. I am not an advocate of the person who uses my services; I speak for the document. My opinions are formed through a careful examination of the documents with a determined caution that bias is not a contributing factor to the opinion.

Forensic Examination Provided For:

Disputed documents or signatures including wills, checks, contracts, deeds, account ledgers, medical records, and autograph authentication. Investigation and analysis including questioned signatures, suspect documents, forgeries, identity theft, anonymous letters, alterations, obliterations, erasures, typewritten documents, altered medical records, graffiti, handwritten numbers, and computerized and handwritten documents.

Education and Continuing Education:

- International School of Forensic Document Examination, Dallas, TX: Forensic Document Examination – 2 years of training/apprenticeship/2006-2008 – Certificate of completion available
- American Institute of Applied Science – 2007 – North Carolina Community College accredited by Accrediting Commission, Washington, D.C.-27.4 study hours – Certificate of completion available
- Fundamentals of Forensic Questioned Documents of The Continuing and Professional Education Program of West Virginia University – 2016 – Certificate of completion available
- Continuing studies with Katherine Koppenhaver, President of International Association of Document Examiners
- September 8, 2017 – International Association of Document Examiners – successfully completed testing by proctor in the field of Document Examination and entitled to use the designation of Certified Questioned Document Examiner. Certificate available.
- August 22, 2018 – Expert Witness Exchange/Courtroom Bootcamp LLC – Storytelling for the Expert Witness – The Eight Fundamentals of Breakthrough Communication – 1-hour webinar
- August 24-25, 2018 – International Association of Document Examiners – Web Seminar – 12 hours
- August 29, 2018 – Expert Witness Exchange/Courtroom Bootcamp LLC – Storytelling for the Expert Witness – Transforming Expert Opinions into a Compelling Story – 1-hour webinar
- 2019: Continuing education classes with Katherine Koppenhaver and other requirements to remain a member in good standing with International Association of Document Examiners (IADE).
- 2020: Continuing education classes provided by the International Association of Document Examiners.

Further Qualifications:

I have reviewed over 20,000 signatures and handwritings, examined case documents and rendered opinions on more than 700 cases throughout the United States and Internationally.

Laboratory Equipment used for examination:

Numerous magnifying devices including 30x, 20x and 10x loupes, light box, protractor, calipers, metric measuring devices, slope protractor, digital photography equipment, Zarbeco MiScope MP2EF-IR-Dual, Hewlett-Packard Computer, a high-resolution Epson printer, scanner, copier, and transparencies.

Specific Areas of Training:

Handwriting Identification and Discrimination
Signature Comparison
Techniques for Distinguishing Forged Signatures
Disguised Handwriting
Altered Numbers
Anonymous Writing
Laboratory Procedures
Forensic Microscopy and Forensic Photography
Identifying Printing Methods
Papers and Watermarks
Factors that Affect Writing
Demonstrative Evidence Training
Demonstrative Evidence in the High-Tech World
Forgery Detection Techniques
Detection of Forged Checks
Document Image Enhancement
Graphic Basis for Handwriting Comparison
Ethics in Business and the Legal System
Mock Courtroom Trials

Library:

Numerous forensic document examination titles and other handwriting reference materials, including but not limited to: "Handwriting Identification: Facts and Fundamentals" by Roy A. Huber and A.M. Headrick; and "The Document Examiner's Guide to the Justice System" by Ray Walker. "Document Examiner Textbook" and "Expert Witness Manual" by Jess E. Dines. "I.S.Q.D Identification" by Billy Prior Bates; "Scientific Examination of Questioned Documents" by Jan Seaman Kelly; Attorney's Guide to Document Examination by Katherine Koppenhaver and "Questioned Documents" by Albert Sherman Osborn.

Conferences/Training Attended

- 20 hours: School of Forensic Document Examination Training Conference, Dallas, TX, 2007
- 20 hours: Advanced Handwriting Training Conference, Dallas, TX, 2007
- 8 hours: White Collar Crime Summit with Frank Abagnale as guest speaker, 2009
- June 2010 8 hours of study with C. L. Baggett, Dallas, Texas
- March 2013 8 hours of study with C. L. Baggett, Dallas, Texas
- November 2013 8 hours of study with C. L. Baggett, Dallas, Texas
- May 2014 8 hours of study with C.L. Baggett, Dallas, Texas
- September 2015 12 hours of study with C.L. Baggett, Dallas, Texas
- March 2016 12 hours of apprenticeship with C.L. Baggett, Dallas, Texas

- August 2016 2 hours of training using Power Point with International Association of Document Examiners (IADE)
- Continuing education training with Katherine Koppenhaver, President of International Association of Document Examiners, 2016 – to current date
- March 8, 2017 – IADE – Zoom class instructor – peer review on a case
- September 6-9, 2017 – IADE Interactive Seminar & Workshop – 24.5 hours
- 2018 – Continuing training with Katherine Koppenhaver, President of International Association of Document Examiners
- August 24 and 25, 2018 – IADE – Fourth Annual Interactive Seminar – 17 hours
- October 19, 2018 – Scientific Association of Forensic Examiners (SAFE) – Conference 5.5 hours
- 2019: Continuing education with Katherine Koppenhaver
- 2020: Continuing education with Katherine Koppenhaver

Presentations:

- 2008 to Current: Social, Civic Club and organization speaker in regard to Handwriting
- 2009 Seminar speaker in regard to Handwriting for the Oklahoma Private Investigators Association
- 2014 Assisting students in high school with term papers regarding forensic document examination
- 2015 State of Oklahoma/Child Support Administrative Assistant Summit Speaker
- 2016 Assisting students in high school with term papers regarding forensic document examination
- 2017 Presented case in Zoom class to other document examiners

Publications and Original Articles:

- February 2013 *Handwriting Analysis* for Handwriting University
- X-ProLegal 2014 *FDE Explanation*
- LinkedIn, Individuality in Handwriting and Opinions in Court
- International Association of Document Examiners Under the Microscope newsletter Spring 2017, Volume 3 No. 1: Legal Defense Against Internet Defamation
- International Association of Document Examiners Under the Microscope 2019 Volume 5 No. 1: Is Forgery Without Ramification
- International Association of Document Examiners Under the Microscope 2020 Volume 6 No. 2: Basic Principles

Professional Affiliations:

International Association of Document Examiners (IADE)
 Handwriting Experts LLC
 Chamber of Commerce Duncan, OK

CANADA TESTIMONY AND DEPOSITIONS:

2018: 3104/17 Ontario Superior Court of Justice, Toronto, Ontario Canada – **Janet Moore and Robert Lamers** v. Konstantin Lysenko 7595611 Canada
Corp, Dina Blumkin 8761078 Canada Corp – Deposition by Skype
January 12, 2018

05-100/16 Ontario Superior Court of Justice – In the Estate of Headley Samuel Tulloch – Carmen Martanda and David Tulloch, John Tulloch, Nicola Sharon Rajaratnam, Cameron Alexander Tulloch, Savannah Rose Tulloch, The Office of the Children’s Lawyer, and Anneta Hunter – Testimony by Affidavit

2019: SC-18-0882-0000 Brampton Ontario Small Claims Court
Ontario Inc (Simranjeet Garcha) v. JAL Truck Centre Ltd, Canadian Flatbeds Ltd and TARP Systems Ltd, Paralegals: **Kimberley Covey** and William Tackaberry, Deputy Judge Greene October 28, 2019

CV-16-126303-00 Ontario Superior Court – Modestina D’Agostino by POA Cosimo D’Agostino and **Sonia D’Agostino** and The Royal Bank; Attorney, Susan Jane von Achten; the Honourable Mr. Justice de Sa as Judge; Testimony by Affidavit. December 6, 2019.

2020: 18-1706 Williams Lake Registry British Columbia Canada – Sawran Badesha v. **Harpreet Kaur**; Attorney Jenna C. Davis; Judge: P. D. Whyte; January 28, 2020; Appeared in court electronically through D&R Recording Oklahoma City OK; Qualified to testify.

455-22005076-187 Court of Quebec-District of Bedford Cowansville – Redibase Inc v. **Heather Croghan**; Judge Martin Te’Treault, J.C.Q.; Testimony by Affidavit – September 8, 2020

UNITED STATES TESTIMONY AND DEPOSITIONS:

- 2008:** Kansas: Steven Harwood, Whispers Video; Qualified to testify
- 2009:** Oklahoma: CJ-06-00058 Warren, Ray v. **Warren Manufacturing Inc** Okmulgee County; Qualified to testify
- 2010:** Oklahoma: SC-2009-01546 **Mark Truett**/Precision Auto LLC Pottawatomie County; Qualified to testify
- 2012:** Oklahoma: PB-2012-00017 **Jerry Newman** – Judge G. Brent Russell Stephens County; July 17, 2012 Qualified to testify
- 2015:** Oklahoma: CJ-2014-3876 **Jennifer Robinson** v. Alysia Gay – Judge Roger Stuart; Oklahoma County; October 22, 2015; Qualified to testify
- 2015:** Missouri: 10AFPR00229 **Page G. Schumacher Estate** – Deposition taken Taney County
- 2016:** Louisiana 32nd Judicial District: 168026 – **Paula Rutledge** v. Robert Rutledge – Judge David Arceneaux – Parish of Terrebonne; Qualified to testify
- 2017:** Arizona Superior Court: CV2012-070072 – Sandra L. Lehman v. **Paul Fussell** – Judge Susan Brnovich – Maricopa County; February 21, 2017; Qualified to testify
- Oklahoma: CIV-16-271-RAQ Federal Court, Amy Leigh Earls, Individually and as a Personal Representative of the **Estate of Daniel Wallace Earls, Deceased** v. Town of Arkoma, et al., - Deposition March 2, 2017
- Oklahoma: PB-2017-0005 – Estate of **James Ledbetter**, Deceased – Judge Cynthia Ferrell Ashwood – Lincoln County; March 27, 2017; Qualified to testify
- Arkansas: 04CV-15-1301 – **Vicki Kline** v. PHH Mortgage Corporation – Deposition: May 18, 2017 by telephone at Duncan Public Library Court: Judge John Scott, Division 4 – Bentonville AR, Benton County September 18, 2017; Qualified to testify
- Texas: 2016-0364M-CV 97th Judicial District Montague TX – the Estate of Catherine Powell Rattan, Deceased **Freddie Louis Frazier** v. Donna Lee Frazier Wrangham – June 29, 2017 – Judge Jack A. McGaughey; Attorney Brandon Earp, Bowie TX. Montague County; Qualified to testify

Texas: 30991-2 District County Court at Law #2 – Estate of **Gary Wayne Davis**, Deceased – Judge Pamela C. Sirmon – Attorney Janis Alexander Cross, Amarillo TX – Potter County; Qualified to testify

2018: Oklahoma: PB-2017-00070 Cherokee County OK – **Paul T. Roach**, Deceased – Judge Mark Dobbins – Attorney Janice Purcell, Tahlequah OK June 20, 2018; Qualified to testify

Oklahoma: PB-2018-00022 LeFlore County – **Harold Edward Statham**, Deceased – Judge Marion D. Fry – Attorney, Desmond Sides, Poteau OK
Deposition: September 20, 2018 Case settled October 9, 2018

Arkansas: SC-2011-187 Van Buren County, Arkansas – Laura Lee Rhine v. **Seeco, Inc; Terra Land Services Inc**– Judge Troy Braswell – Attorney, Edward Morgan; November 15, 2018; Qualified to testify

Oklahoma: CV-2017-18 Atoka County OK – **James Edward Walker a/k/a James E. Walker** v. Shae Wilson now Shae Reeves, and William Walker, Jr. – Judge Paula Inge; December 4, 2018 **Daubert Motion** – Judge ruled favorably on Daubert Motion and qualified me to testify. Case has settled.

Oklahoma: CJ-2018-00287 Creek County – CDCLARUE Industries Inc. v. **Tinsley, Peggy** – Judge Lawrence W. Parish; December 13, 2018; Qualified to testify

2019: Oklahoma: CV-2017-18 Atoka County OK – **James Edward Walker a/k/a James E. Walker** v. Shae Wilson now Shae Reeves, and William Walker, Jr. – Judge Paula Inge; May 20, 2019 – appeared for court hearing; case settled. Qualified to testify December 4, 2018 in Daubert Motion.

Georgia: 18-CV-058 Mitchell County GA Superior Court – Matthew Pierce and Tyrone Jones v. **Danny Jones** – Assigned Judge Lawton Heard/Judge Kevin Chason; Attorneys: Valerie Williams and **James Edge** – October 24/25, 2019; Qualified to testify

2020: Oklahoma: FD-2012-77 Choctaw County OK - Preston Michael Pierce v. **Toni Kay Pierce** – Deposition – February 26, 2020

Updated December 11, 2020

SWGDOC Standard Terminology for Expressing Conclusions of Forensic Document Examiners

1. Scope

1.1 This terminology is intended to assist forensic document examiners in expressing conclusions or opinions based on their examinations.

1.2 The terms in this terminology are based on the report of a committee of the Questioned Document Section of the American Academy of Forensic Science that was adopted as the recommended guidelines in reports and testimony by the Questioned Document Section of the American Academy of Forensic Science and the American Board of Forensic Document Examiners.¹

2. Referenced Documents

2.1 Standards

SWGDOC Standard for Scope of Work of Forensic Document Examiners

3. Significance and Use

3.1 Document examiners begin examinations from a point of neutrality. There are an infinite number of gradations of opinion toward an identification or toward an elimination. It is in those cases wherein the opinion is less than definite that careful attention is especially needed in the choice of language used to convey the weight of the evidence.

3.2 Common sense dictates that we must limit the terminology we use in expressing our degrees of confidence in the evidence to terms that are readily understandable to those who use our services (including investigators, attorneys, judges, and jury members), as well as to other document examiners. The expressions used to differentiate the gradations of opinions should not be considered as strongly defined "categories". These expressions should be guidelines without sharply defined boundaries.

3.3 When a forensic document examiner chooses to use one of the terms defined below, the listener or reader can assume that this is what the examiner intended the term to mean. To avoid the possibility of misinterpretation of a term where the expert is not present to explain the guidelines in this standard, the appropriate definition(s) could be quoted in or appended to reports.

3.4 The examples are given both in the first person and in third person since both methods of reporting are used by document examiners and since both forms meet the main purpose of the standard, that is, to suggest terminology that is readily understandable. These examples should not be regarded as the only ways to utilize probability statements in reports and testimony. In following any guidelines, the examiner should always bear in mind that sometimes the examination will lead into paths that cannot be anticipated and that no guidelines can cover exactly.

3.5 Although the material that follows deals with handwriting, forensic document examiners may apply this terminology to other examinations within the scope of their work, as described in SWGDOC Standard for Scope of Work of Forensic Document Examiners, and it may be used by forensic examiners in other areas, as appropriate.

3.6 *This standard does not purport to address all of the safety concerns, if any, associated with its use. It is the responsibility of the user of this standard to establish appropriate safety and health practices and determine the applicability of regulatory limitations prior to use.*

4. Terminology

4.1 Recommended Terms:

identification (definite conclusion of identity)—this is the highest degree of confidence expressed by document examiners in handwriting comparisons. The examiner has no reservations whatever, and although prohibited from using the word "fact," the examiner is certain, based on evidence contained in the handwriting, that the writer of the known material actually wrote the writing in question.

Examples—It has been concluded that John Doe wrote the questioned material, or it is my opinion [or conclusion] that John Doe of the known material wrote the questioned material.

strong probability (highly probable, very probable)—the evidence is very persuasive, yet some critical feature or quality is missing so that an *identification* is not in order; however, the examiner is virtually certain that the questioned and known writings were written by the same individual.

Examples—There is *strong probability* that the John Doe of the known material wrote the questioned material, or it is my opinion (or conclusion or determination) that the John Doe of the known material *very probably* wrote the questioned material.

DISCUSSION—Some examiners doubt the desirability of differentiating between strong probability and probable, and certainly they may eliminate this terminology. But those examiners who are trying to encompass the entire "gray scale" of degrees of confidence may wish to use this or a similar term.

¹ McAlexander T.V., Beck, J., and Dick, R., "The Standardization of Handwriting Opinion Terminology," *Journal of Forensic Science*, Vol 36, No. 2, March 1991, pp. 311–319.

probable—the evidence contained in the handwriting points rather strongly toward the questioned and known writings having been written by the same individual; however, it falls short of the “virtually certain” degree of confidence.

Examples—It has been concluded that the John Doe of the known material probably wrote the questioned material, or it is my opinion (or conclusion or determination) that the John Doe of the known material *probably* wrote the questioned material.

indications (evidence to suggest)—a body of writing has few features which are of significance for handwriting comparison purposes, but those features are in agreement with another body of writing.

Examples—There is evidence which *indicates* (or *suggests*) that the John Doe of the known material may have written the questioned material but the evidence falls far short of that necessary to support a definite conclusion.

DISCUSSION—This is a very weak opinion, and a report may be misinterpreted to be an identification by some readers if the report simply states, “The evidence *indicates* that the John Doe of the known material wrote the questioned material.” There should always be additional limiting words or phrases (such as “may have” or “but the evidence is far from conclusive”) when this opinion is reported, to ensure that the reader understands that the opinion is weak. Some examiners doubt the desirability of reporting an opinion this vague, and certainly they cannot be criticized if they eliminate this terminology. But those examiners who are trying to encompass the entire “gray scale” of degrees of confidence may wish to use this or a similar term.

no conclusion (totally inconclusive, indeterminable)—This is the zero point of the confidence scale. It is used when there are significantly limiting factors, such as disguise in the questioned and/or known writing or a lack of comparable writing, and the examiner does not have even a leaning one way or another. *Examples*—*No conclusion* could be reached as to whether or not the John Doe of the known material wrote the questioned material, or I could not determine whether or not the John Doe of the known material wrote the questioned material.

indications did not—this carries the same weight as the indications term that is, it is a very weak opinion.

Examples—There is very little significant evidence present in the comparable portions of the questioned and known writings, but that evidence *suggests* that the John Doe of the known material *did not* write the questioned material, or I found indications that the John Doe of the known material *did not* write the questioned material but the evidence is far from conclusive.

See Discussion after indications.

probably did not—the evidence points rather strongly against the questioned and known writings having been written by the same individual, but, as in the probable range above, the evidence is not quite up to the “virtually certain” range.

Examples—It has been concluded that the John Doe of the known material probably did not write the questioned material, or it is my opinion (or conclusion or determination) that the John Doe of the known material probably did not write the questioned material.

DISCUSSION—Some examiners prefer to state this opinion: “It is unlikely that the John Doe of the known material wrote the questioned material.” There is no strong objection to this, as “unlikely” is merely the Anglo-Saxon equivalent of “improbable”.

strong probability did not—this carries the same weight as strong probability on the identification side of the scale; that is, the examiner is virtually certain that the questioned and known writings were not written by the same individual.

Examples—There is strong probability that the John Doe of the known material did not write the questioned material, or in my opinion (or conclusion or determination) it is highly probable that the John Doe of the known material did not write the questioned material.

DISCUSSION—Certainly those examiners who choose to use “unlikely” in place of “probably did not” may wish to use “highly unlikely” here.

elimination—this, like the *definite conclusion of identity*, is the highest degree of confidence expressed by the document examiner in handwriting comparisons. By using this expression the examiner denotes no doubt in his opinion that the questioned and known writings were not written by the same individual.

Examples—It has been concluded that the John Doe of the known material did not write the questioned material, or it is my opinion (or conclusion or determination) that the John Doe of the known material did not write the questioned material.

DISCUSSION—This is often a very difficult determination to make in handwriting examinations, especially when only requested exemplars are available, and extreme care should be used in arriving at this conclusion.

4.1.1 When the opinion is less than definite, there is usually a necessity for additional comments, consisting of such things as reasons for qualification (if the available evidence allows that determination), suggestions for remedies (if any are known), and any other comments that will shed more light on the report. The report should stand alone with no extra explanations necessary.

4.2 *Deprecated and Discouraged Expressions:*

4.2.1 Several expressions occasionally used by document examiners are troublesome because they may be misinterpreted to imply bias, lack of clarity, or fallaciousness and their use is deprecated. Some of the terms are so

blatantly inane (such as “make/no make”) that they will not be discussed. The use of others is discouraged because they are incomplete or misused. These expressions include:

possible/could have—these terms have no place in expert opinions on handwriting because the examiner’s task is to decide to what degree of certainty it can be said that a handwriting sample is by a specific person. If the evidence is so limited or unclear that no definite or qualified opinion can be expressed, then the proper answer is *no conclusion*. To say that the suspect “could have written the material in question” says nothing about probability and is therefore meaningless to the reader or to the court. The examiner should be clear on the different meanings of “possible” and “probable,” although they are often used interchangeably in everyday speech.

consistent with—there are times when this expression is perfectly appropriate, such as when “evidence consistent with disguise is present” or “evidence consistent with a simulation or tracing is present, but “the known writing is consistent with the questioned writing” has no intelligible meaning.

could not be identified/cannot identify—these terms are objectionable not only because they are ambiguous but also because they are biased; they imply that the examiner’s task is only to identify the suspect, not to decide whether or not the suspect is the writer. If one of these terms is used, it should always be followed by “or eliminate[d]”.

similarities were noted/differences as well as similarities— these expressions are meaningless without an explanation as to the extent and significance of the similarities or differences between the known and questioned material. These terms should never be substituted for gradations of opinions.

cannot be associated/cannot be connected—these terms are too vague and may be interpreted as reflecting bias as they have no counterpart suggesting that the writer cannot be eliminated either.

no identification—this expression could be understood to mean anything from a strong probability that the suspect wrote the questioned writing; to a complete elimination. It is not only confusing but also grammatically incorrect when used informally in sentences such as. “I no identified the writer” or “I made a no ident in this case.”

inconclusive—this is commonly used synonymously with no conclusion when the examiner is at the zero point on the scale of confidence. A potential problem is that some people understand this term to mean something short of definite (or conclusive), that is, any degree of probability, and the examiner should be aware of this ambiguity.

positive identification—This phrase is inappropriate because it seems to suggest that some identifications are more positive than others.

[strong] reason to believe—there are too many definitions of *believe* and *belief* that lack certitude. It is more appropriate to testify to our conclusion (or determination or expert opinion) than to our belief, so why use that term in a report?

qualified identification—An *identification* is not qualified. However, opinions may be qualified when the evidence falls short of an *identification* or *elimination*.

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DATE: 15th day of April 1969

JOHN AUGUSTUS ALEXANDER VIRGIL

to

RUSSELL LEVI FEARMAN

CONVEYANCE

ALL THAT certain parcel of land
situate in Sandy's Parish in the
Islands of Bermuda together with
the appurtenances thereto
belonging

as 'the Vendor') hath agreed with the said Russell Levi Pearman (hereinafter referred to as 'the Purchaser') for the absolute sale to him of the hereditaments intended to be hereby granted and released and the inheritance thereof in fee simple in possession free from incumbrances at the price of Seven thousand pounds

A N D W H E R E A S :

The Purchaser is desirous of limiting the hereditaments to the uses and in manner hereinafter appearing for which purpose the said David Edmund Wilkinson hath agreed to become a party to these presents

NOW THIS INDENTURE WITNESSETH as follows:

That in pursuance of the said agreement and in consideration of the said sum of Seven thousand pounds to the Vendor paid by the Purchaser on or before the execution of these presents (the receipt whereof the Vendor doth hereby acknowledge) he the Vendor in exercise of the power for the purpose given to him by the Indenture hereinbefore recited and of all other powers (if any) in anywise enabling him in this behalf **DOTH HEREBY APPOINT** that the said lots of land hereditaments and premises shall henceforth go remain and be to the uses hereinafter declared concerning the same

AND THIS INDENTURE ALSO WITNESSETH as follows:

That in further pursuance of the said agreement and for the consideration aforesaid the Vendor doth hereby **GRANT AND RELEASE** unto the Purchaser and his heirs **ALL AND SINGULAR** the lots of land hereditaments and premises particularly described in the Schedule hereto **AND ALL THE ESTATE** right title interest claim and demand whatsoever of the Vendor in to and upon the said premises and every part thereof **TO HAVE AND TO HOLD** the same 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 that estate by any

means in his lifetime TO THE USE of the said David Edmund Wilkinson his executors and administrators 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 said David Edmund Wilkinson his executors and administrators as aforesaid TO THE USE of the Purchaser his heirs and assigns forever AND he the Vendor doth hereby for himself his heirs executors and administrators COVENANT with the Purchaser his appointees heirs and assigns that notwithstanding any act deed or thing by the Vendor done or executed or knowingly suffered to the contrary he the Vendor now hath good right to appoint grant and release the hereditaments and premises hereby appointed granted and released or expressed so to be unto the Purchaser his appointees heirs and assigns AND THAT the Purchaser his appointees heirs and assigns 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 Vendor or any person or persons lawfully or equitably claiming from under or in trust for him or them AND THAT free from all encumbrances made or suffered by the Vendor or any person or persons lawfully or equitably claiming as aforesaid AND MOREOVER that the Vendor and all persons having or lawfully claiming any estate or interest in the said hereditaments and premises or any part thereof from under or in trust for him shall and will from time to time and at all times hereafter at the request and cost of the Purchaser his appointees heirs and assigns do and execute or cause to be done and executed all such acts deeds and things for further and more perfectly assuring the said hereditaments and premises to the use of the Purchaser his appointees heirs, and assigns in manner aforesaid as shall or may be reasonably required

S C H E D U L E

ALL THAT certain parcel of land situate in Sandy's Parish in the

Islands of Bermuda delineated and outlined in pink on the plan hereto annexed which said parcel of land was approved as a Sub-division by the Central Planning Authority on the Seventh day of March One thousand Nine hundred and Sixty-nine and comprises Eight lots designated 4a (Four a), 4b (Four b), 4c (Four c), 4d (Four d), 4e (Four e), 4f (Four f), 4g (Four g) and 4h (Four h) and Bounded NORTH WESTERLY partly by land now or lately of the estate of R. A. Roberts and partly by land of Hilton Zuill and partly by land of David E. Atcheson and there measuring a total of Four hundred and ten feet (410') NORTH EASTERLY by land of the estate of James Richards and there measuring One hundred and sixty-seven feet (167') SOUTH EASTERLY in part by land now or formerly of Eric Arthur Jones and Hedwig Elizabeth Jones and in part by land of Glenn Robinson and in part by the roadway Sixteen feet wide coloured yellow on the said plan and there measuring Three hundred and forty feet (340') and Sixteen feet (16') respectively SOUTH WESTERLY in part by the said roadway coloured yellow on the said plan and in part by land of Elizabeth Maria Carter and there measuring Fifty-nine feet (59') and Ninety-nine feet (99') respectively OR HOWEVER OTHERWISE the said parcel of land may be bounded or may measure or ought to be described TOGETHER WITH all houses buildings fixtures walls fences ways 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 or enjoyed therewith or reputed as part thereof or appurtenant thereto AND ESPECIALLY TOGETHER WITH full free and unrestricted right and liberty of way and passage for the said Russell Levi Pearman his appointees heirs and assigns the owners for the time being of the parcel of land hereinbefore described his and thar tenants and servants and all other persons lawfully going to or from the said parcel of land or any part thereof with or without animals and vehicles of all descriptions OVER AND ALONG the roadway Sixteen feet wide coloured yellow on the said plan which said road runs in a

Phone: 2-4078

TC 2

Sale Number

RUSSELL L. PEARMAN

SALE AGREEMENT

RUSSELL L. PEARMAN REAL ESTATE acting as Agent on behalf of the Vendor hereinafter mentioned agrees to sell and the Purchaser hereinafter mentioned agrees to buy the property hereinafter described upon the terms and subject to the General conditions on the reverse hereof and the Special conditions below, all of which form an integral part of the contract between the parties.

Vendor: JOHN WALTER VIGIL

Address: Pembroke

Occupation: Tailor

Telephone No.

Purchaser: RUSSELL L. PEARMAN

Address: ST. JAMES ST. Hamilton

Occupation: Realtor

Telephone No. 24078

Date of Birth

Bermudian Status: Yes

Purchase Price: 7,000

Deposit: 100

Mortgage required: None

Existing Mortgage: None

Existing Tenancies

Attorneys: David Wilkinson

Completion Date: 30 days

Legal Costs: Purchaser & Vendor

Mode of Conveyance: To Uses

Agent's Commission

Whereabouts of Title Deeds: Same

Description of Property: Lot of land measuring 410' north 390' east 341' south 16' east with 16 ft roadway to main public road in Somerset South

Special Conditions

GENERAL CONDITIONS

1. The property above described is being sold in fee simple free from incumbrances subject only to any existing tenancies aforementioned and except for any incumbrances specifically mentioned in the Special Conditions hereinbefore contained.
2. The Agent acknowledges receipt from the Purchaser of the sum aforementioned as Deposit and undertakes to hold the same as stake-holder upon the terms of this Agreement. Upon completion of the sale of Agent shall be entitled to retain his commission out of the said deposit and shall pay the balance thereof to the Vendor.
3. The Vendor shall at his own expense adduce good title to the said property in accordance with this Agreement and shall forthwith make available to Attorneys above mentioned the documents of title of the Vendor to the said property. If the Vendor shall fail to adduce good title to the said property as aforesaid or shall fail to complete the said sale within a reasonable time then the Purchaser shall be entitled (without prejudice to any other legal or equitable rights available to him or her) by notice in writing to the Agent to terminate this agreement and have the return of the full deposit upon satisfactory proof of such default.
4. If the Purchaser shall default in completion of the purchase within a reasonable time then the Vendor or the Agent on behalf of the Vendor shall have the right by notice in writing to the Purchaser to terminate this Agreement and upon any such termination, the said deposit money shall be retained by the Vendor or held to the account of the Vendor as liquidated damages for breach of contract by the Purchaser.
5. The Vendor will maintain the said property and all buildings thereon and the grounds thereof and will deliver them to the Purchaser upon completion in the same condition as they now are, fair wear and tear excepted. In the event of destruction of all or any part of the said property by fire or other peril before completion, the Purchaser shall be at liberty either to rescind this Agreement in which case the deposit money shall be returned to him or (in his election) to enforce this agreement and obtain the benefit of all insurance policies in force relating to the said property.
6. If any dispute shall arise between the parties as to any of the matters herein contained or as to anything pertaining to the sale, the same shall be referred to arbitration under the provisions of the Arbitration Act, 1924.
7. This Agreement shall bind the heirs, executors, administrators and assigns of the Vendor and Purchaser respectively.

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Dated this 17th day of June 1919

SIGNED by the Vendor or Agent in the presence of: }

John Augustus Kay

SIGNED by the Purchaser in the presence of: }

Russell R. Robinson
Agent

SIGNED on behalf of the Agent in the presence of: }

Harrison Davis

Q3A

Phone: 2-4078

Tc 9

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Sale Number

RUSSELL L. PEARMAN

SALE AGREEMENT

RUSSELL L. PEARMAN REAL ESTATE acting as Agent on behalf of the Vendor hereinafter mentioned agrees to sell and the Purchaser hereinafter mentioned agrees to buy the property hereinafter described upon the terms and subject to the General conditions on the reverse hereof and the Special conditions below, all of which form an integral part of the contract between the parties.

Vendor JOHN AGUSTUS VIRGIL
 Address Pembroke
 Occupation Tailor Telephone No.
 Purchaser RUSSELL LEVI PEARMAN
 Address ELLIOTT St Hamilton
 Occupation Realtor Telephone No. 24078
 Date of Birth Bermudian Status Yes
 Purchase Price £ 7,000 Deposit £ 100

Mortgage required £5,000
 Existing Mortgage none
 Existing Tenancies
 Attorneys David Wilkinson Completion Date 40 days
 Legal Costs Purchaser & Vendor
 Mode of Conveyance To Uses
 Agent's Commission 5%
 Whereabouts of Title Deeds A.S. & Kempe
 Description of Property Lot of land measuring 410 North 190 East
 341 South 166 West with 16 ft roadway to
 main Public Road .In Somerset South

Conditions



DUPLICATE DOCUMENT
May be better quality

GENERAL CONDITIONS

1. The property above described is being sold in fee simple free from incumbrances subject only to any existing tenancies aforementioned and except for any incumbrances specifically mentioned in the Special Conditions hereinbefore contained.
2. The Agent acknowledges receipt from the Purchaser of the sum aforementioned as Deposit and undertakes to hold the same as stake-holder upon the terms of this Agreement. Upon completion of the sale of Agent shall be entitled to retain his commission out of the said deposit and shall pay the balance thereof to the Vendor.
3. The Vendor shall at his own expense adduce good title to the said property in accordance with this Agreement and shall forthwith make available to Attorneys above mentioned the documents of title of the Vendor to the said property. If the Vendor shall fail to adduce good title to the said property as aforesaid or shall fail to complete the said sale within a reasonable time then the Purchaser shall be entitled (without prejudice to any other legal or equitable rights available to him or her) by notice in writing to the Agent to terminate this agreement and have the return of the full deposit upon satisfactory proof of such default.
4. If the Purchaser shall default in completion of the purchase within a reasonable time then the Vendor or the Agent on behalf of the Vendor shall have the right by notice in writing to the Purchaser to terminate this Agreement and upon any such termination, the said deposit money shall be retained by the Vendor or held to the account of the Vendor as liquidated damages for breach of contract by the Purchaser.
5. The Vendor will maintain the said property and all buildings thereon and the grounds thereof and will deliver them to the Purchaser upon completion in the same condition as they now are, fair wear and tear excepted. In the event of destruction of all or any part of the said property by fire or other peril before completion, the Purchaser shall be at liberty either to rescind this Agreement in which case the deposit money shall be returned to him or (in his election) to enforce this agreement and obtain the benefit of all insurance policies in force relating to the said property.
6. If any dispute shall arise between the parties as to any of the matters herein contained or as to anything pertaining to the sale, the same shall be referred to arbitration under the provisions of the Arbitration Act, 1924.
7. This Agreement shall bind the heirs, executors, administrators and assigns of the Vendor and Purchaser respectively.

Dated this 11th day of Jan. 1969

SIGNED by the Vendor or Agent in the presence of: } *Robert Augustus Vogel*

SIGNED by the Purchaser in the presence of: } *Russell & Pearson*

SIGNED on behalf of the Agent in the presence of: } *William Davis*

Q4

Q4A

751

This is the last Will and Testament

of me JOHN AUGUSTUS ALEXANDER VIRGIL of Pembroke Parish in the Islands of Bermuda whereby I revoke all wills and testamentary dispositions heretofore made by me.

EXHIBIT
(A)

1. I APPOINT the Bank of N. T. Butterfield & Son Limited to be the sole executor of this my will.

2. I DIRECT that all my just debts funeral and testamentary expenses shall be paid as soon as conveniently may be after my decease.

3. I DEVISE AND BEQUEATH all my real and personal estate to such of my nephews Gladwin Ming and Glenn Ming and my nieces Sylvia Davis, Eunice Ming, Marion Johnson, Barbara Brown and Marie Diane Spence as shall survive me and if more than one equally between them.

IN WITNESS WHEREOF I have hereto set my hand this Twenty-first day of May One thousand nine hundred and sixty-four.

K1

John Augustus Alexander Virgil

Signed by the above-named John Augustus Alexander Virgil as his last will and testament in the presence of us both being present at the same time who in his presence and in the presence of each other have hereto subscribed our names as witnesses.

Robert H. H. H. H.
John T. H. H.

Dated *21st May* 19 *64*

LAST WILL AND TESTAMENT
of
JOHN AUGUSTUS ALEXANDER VIRGIL

(91)

APPLEBY, SPURLING & KEMPE,
Barristers-at-Law,
HAMILTON AND ST. GEORGE'S,
BERMUDA.

1015

March 13th 1956

To Whom It Concerns

John Fugate

K2

Algernon Doors

1/4

C1A

C1B

Algernon Doors

Algernon Doers

C2A

2

C2B

Algernon Doers

Algenon Doors

C3A

9

C3B

Algenon Doors

Algernon Doers

C4A

10

C4B

Algernon Doers

Russell L. Pearman, General Agent

REAL ESTATE - BUILDING CONTRACTOR - AUCTIONEERING - APPRAISALS

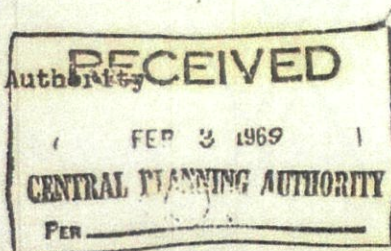
Telephone: 2-4078
ELLIOTT STREET

S1

P.O. BOX 120
HAMILTON, BERMUDA

Feb 1st 1969

Central Planning Authority
Hamilton.



\$/1180

Dear Sirs;

I the undersigned hereby make application for the subdivision of 1.5 acres of land in par Somerset to be 8 lots and 16ft roadway as described in plan submitted.

Yours sincerely

A handwritten signature in cursive script, appearing to read "R.L. Pearman".

R.L. Pearman

