

SPANISH POINT HISTORIC LAND LOSS (LOT 33-3)

Presented on: Monday, January 18, 2021

By: Britney and Gena Robinson

(Great-granddaughter and granddaughter of Heman Montgomery Bascome Smith)



THANK
YOU

- Firstly, I would like to acknowledge the late Hon. Walton Brown, because without his dedication and commitment to investigating the Historic Land grabs, we would not be here today.
- Our family would like to thank the Hon. Mrs. Norma Wade- Miller JP OBE and the Commissioners for taking the time to hear the stories of the Bermudian people.

WHAT PROMPTED THIS INQUIRY

- It was always a question as to how my family lost access to the beach area in front of our home, when all the houses along our road have beach front access.
- Heman Montgomery Bascome Smith's penned letter, which we will show later in this presentation
- Walton Brown
- Spanish Point Boat Club Structure erected in front of our property, blocking beach access and depreciating the value of our property.



Spanish Point Boat Club



AREA IN QUESTION

HOUSE

Plaice's Point Rd

Plaice's Point Rd

Boat Club



Plaice's Point Rd

TIMELINE OF EVENTS

1888 Deed of Gift from Jeremiah Hinson to William Brown

William Brown's Will dated July 24th, 1915 giving the land to his wife Ann Brown

Ann Brown's Will dated February 28th, 1924 giving the land to Adelia Robinson

1946 Adelia Robinson to Heman Montgomery Bascome Smith

1947 Supreme Court Case No. 18 involving Amelia Chiappa vs Heman Montgomery Bascome Smith

JULY 19TH, 1888

- Jeremiah Hinson gifts William Brown a Cottage and parcel of land in Spanish Point
- Registered in the Book of Deeds No 47, page 85
- Original deed of gift pictured

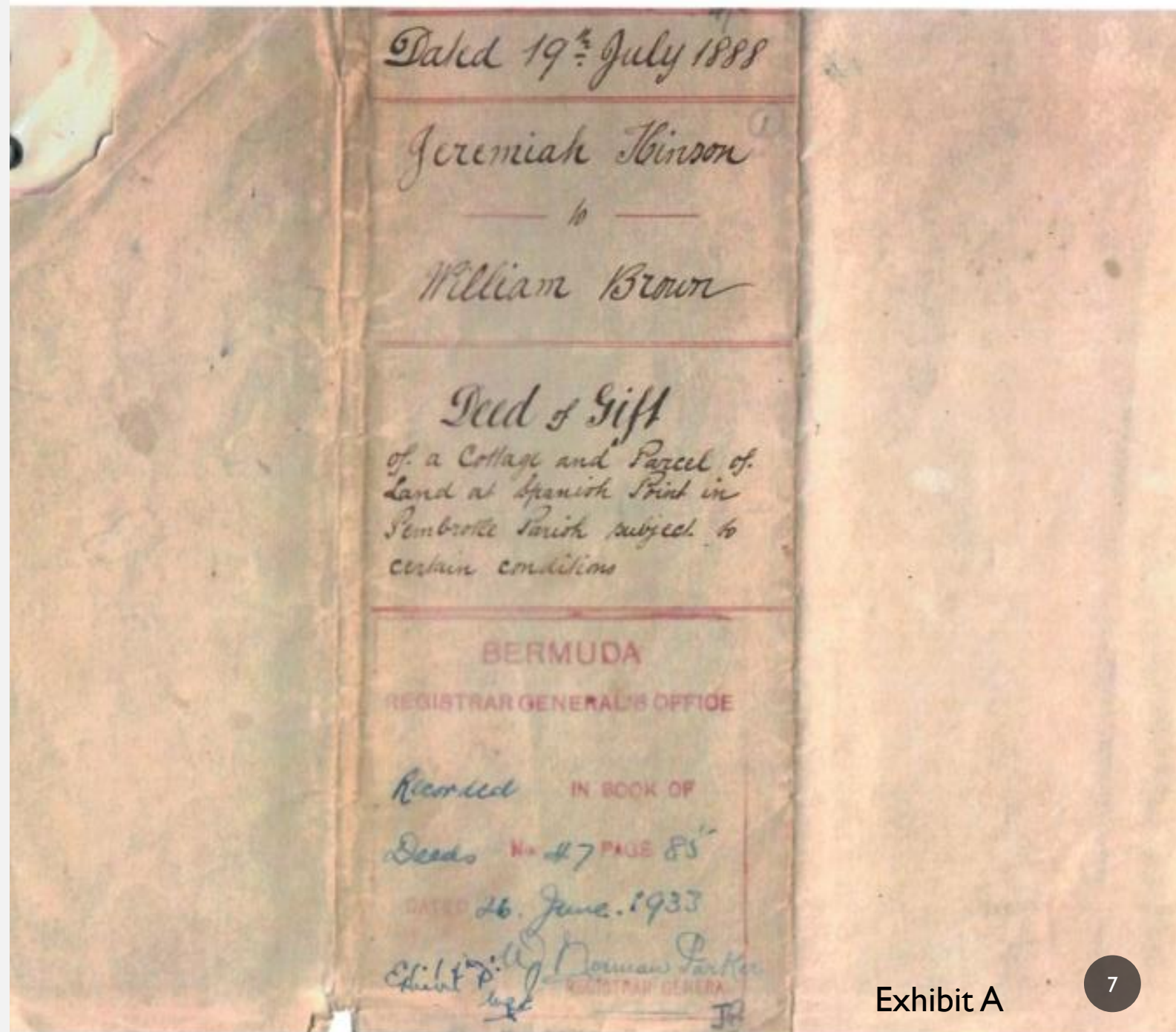


Exhibit A

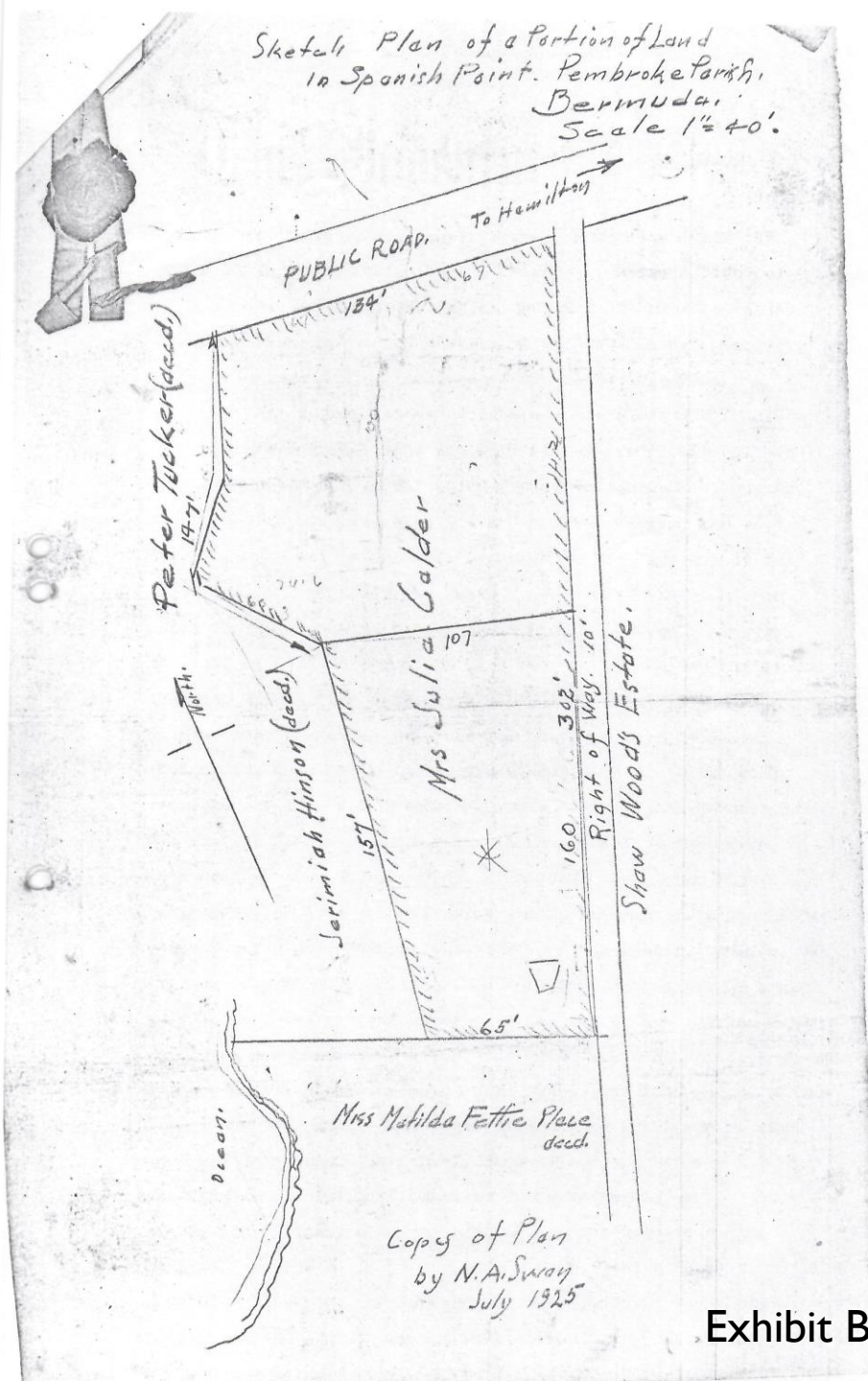


Exhibit B

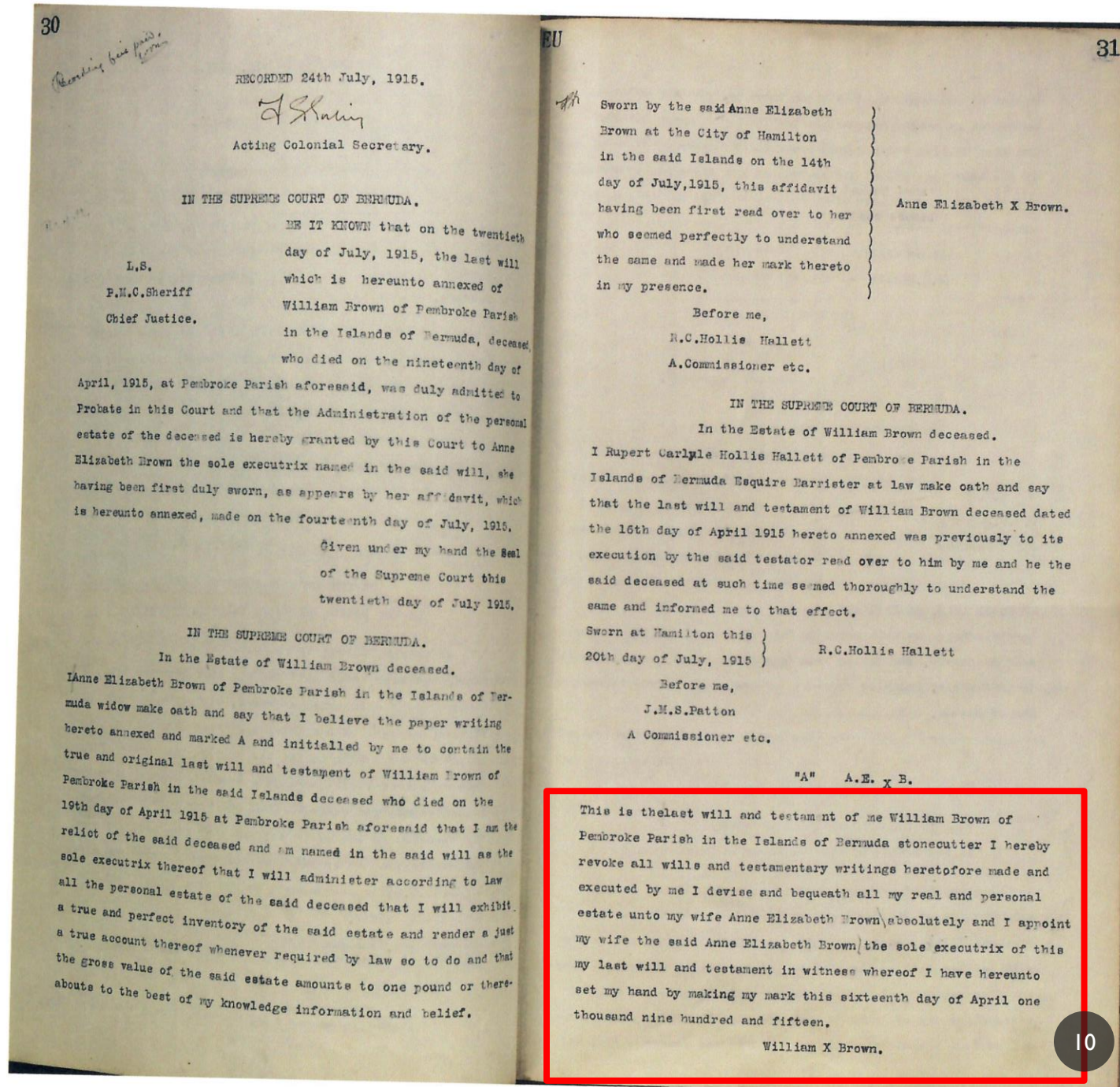
DESCRIPTION OF LAND FROM 1888 DEED OF GIFT

- ... all that certain parcel of land situate and being at Spanish Point in Pembroke Parish bounded
 - **North** by land formerly of Peter Tucker deceased and now in the occupation or possession of Richard Henry Duerden
 - **South** by land of Richard Shaw Wood
 - **East** by land formerly of the said Peter Tucker and devised by him to Julia Smith and
 - **West** by the Sea
- Together with the cottage thereon erected and all other houses etc (and especially a right of way three feet wide to and from the parcel of land hereby granted and released over and across the Northern part of the land devised by the said Peter Tucker to the said Julia Smith from and to the public road on the East running from the main Spanish Point road to the land of Richard Shaw Wood) **SUBJECT to a perpetual right of way three feet wide** to and from the Sea over and across the most Northern Part of the said parcel of land from and to the land devised by the said Peter Tucker to the said Julia Smith...

WILLIAM BROWN WILL

- Recorded on July 24th, 1915
- "This is the last will and testament of me William Brown of Pembroke Parish in the Islands of Bermuda stonecutter I hereby revoke all wills and testamentary writing therefore made and executed by me I devise and bequeath all my real and personal estate unto my wife Anne Elizabeth Brown absolutely and I appoint my wife the said Anne Elizabeth Brown the sole executrix of this my last will and testament..."

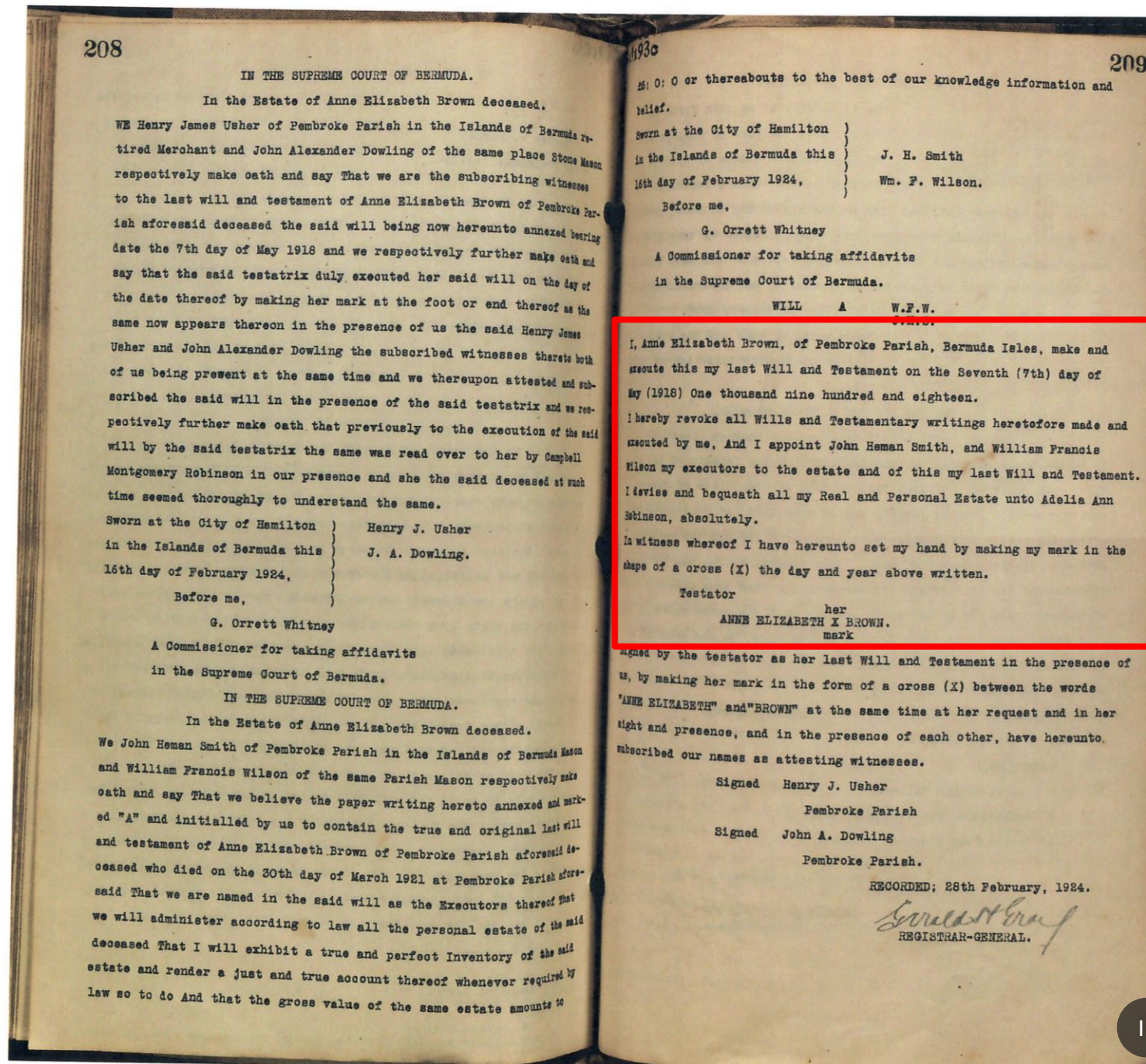
Exhibit C



ANN BROWN'S WILL

- Recorded February 28th, 1924
- "I, Anne Elizabeth Brown, of Pembroke Parish, Bermuda Isles, make and execute this my last Will and Testament on the Seventh (7th) day of May (1918) One thousand nine hundred and eighteen. I hereby revoke all Wills and Testamentary writings heretofore made and executed by me, and I appoint John Heman Smith, and William Francis Wilson my executors to the estate and of this my last will and Testament. **I devise and bequeath all my real and personal estate unto Adelia Ann Robinson, absolutely**".
- Mrs. Brown died on March 30th, 1921

Exhibit D



Copy of Plan
by N.A. Swan
July 1925

*Certified as a true copy
of the original deed
dated 31st August 1934
Registered in Book Vol. Conveyance No. 3
at Page 200
on 1st Sept 1934. Bancroft*

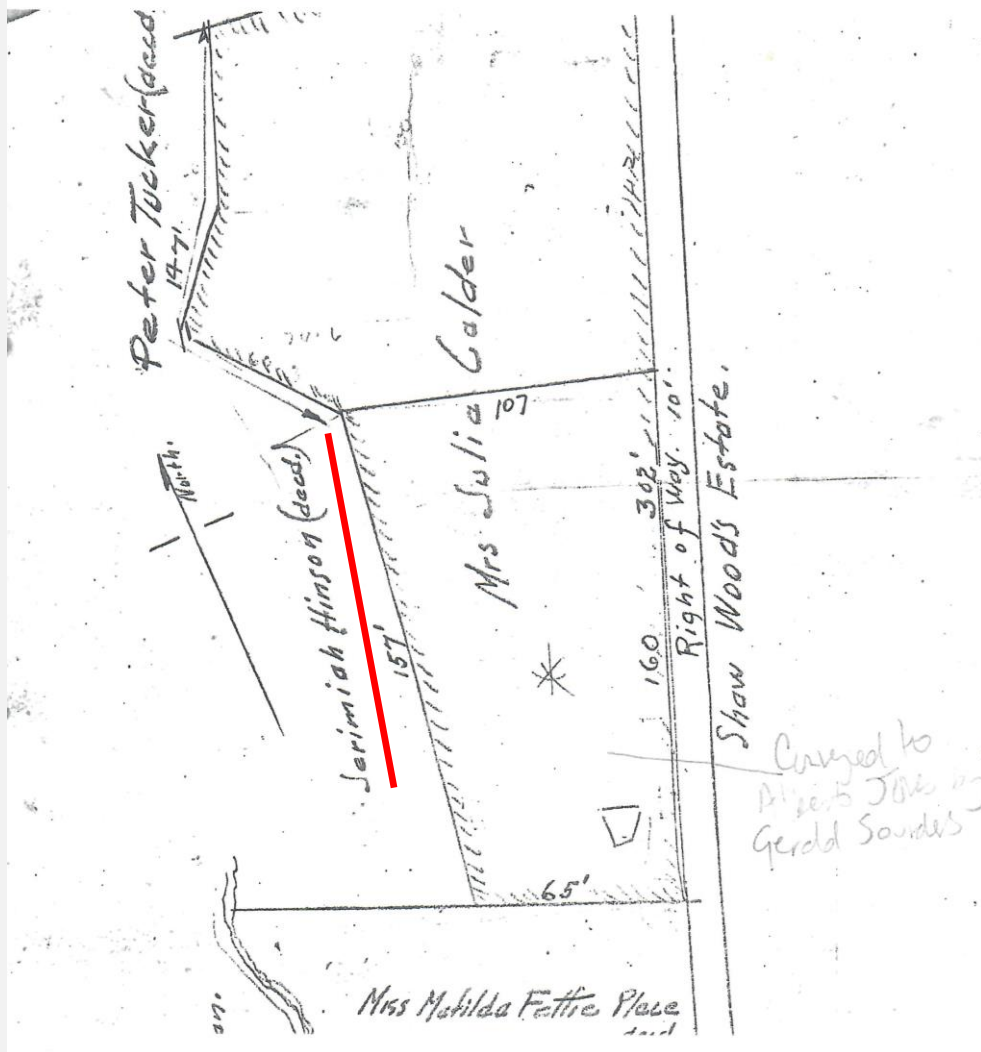


Exhibit B

Copy of Plan
by N.A. Swan
Sept 1932

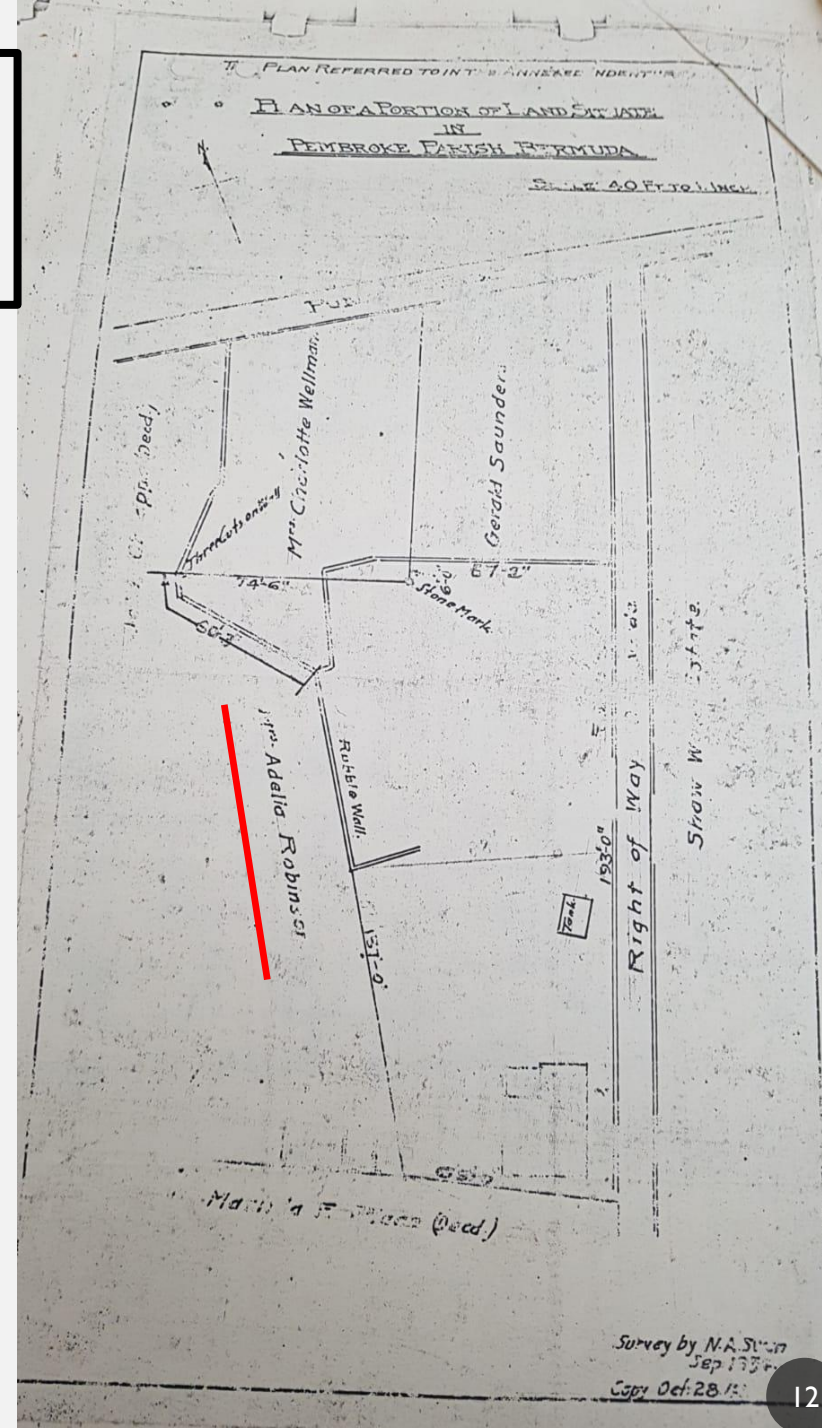


Exhibit E

NAME	BILL NO.	ASSESSED VALUES		1945 TAXES		1945 TOTAL	ADDRESS	CREDITS				REMARKS	UNCOLLECTED AT YEAR END
		CITY	NON CITY	CITY	NON CITY			DATE 1945	EXP.	CASH REC'D	WRITTEN OFF		
Kiley, Mrs Joe	699		2 300		5 15 6	5 15 6		5 April 1946	5 15 6				
Krack, John James	699		. 675		1 15 5	1 15 5		25 May 1931	1 15 5				
" , Sarah Olivia	700		1 325		3 9 7	3 9 7		19 May 1930	3 9 7				
Roberts, Mrs Annie (Mrs James Cole)	701		1 475		3 19 5	3 19 5		30 April 1916	3 19 5				
" , George William & others	702		. 775		2 0 8	2 0 8		27 March 1909	2 0 8				
" , Mrs Nellie W. B.	703		2 575		6 15 2	6 15 2		25 June 1953	6 15 2				
" , Est. Robert Maurice	704		. 775		2 0 8	2 0 8		19 Sept 1920			2 0 8		
" , Stuart Wright	705		2 050		5 7 8	5 7 8		11 May 1931	5 7 8				
Robinson, Est. Maria Elizabeth	706		. 500		1 6 3	1 6 3		28 March 1945	1 6 3				
Robinson, Adelia Anne	707		. 275		. 14 5	. 14 5		26 March 1917	. 14 5				
" , Charles Edward	708		. 700		1 19 5	1 19 5		12 May 1929	1 19 5				
" , Lloyd Walter	709		. 500		1 6 3	1 6 3		2 April 1910	1 6 3				

LAND TAX LEDGER

- In a penned letter from my great grandfather, Heman Montgomery Bascome Smith, he stated that Mrs. Robinson was paying land tax for Mrs. Brown from 1915 to 1921, and paid for herself from 1921 to 1946.
- Due to the Parish Vestry's documents being damaged, the earliest tax ledger that can be found was in 1945.

NAME	BILL NO.	ASSESSED VALUES		1946 TAXES		1946 TOTAL	ADDRESS	CREDITS				REMARKS	UNCOLLECTED AT YEAR END
		CITY	NON CITY	CITY	NON CITY			DATE 1946	EXP.	CASH REC'D	WRITTEN OFF		
Kiley, Mrs Joe	699		2 200		6 6 6	6 6 6		3 May 1945	6 6 6				
Krack, John James	698		. 675		1 15 10	1 15 10		5 July 1963	1 15 10				
" , Est. Sarah Olivia	699		1 325		3 16 2	3 16 2		1 June 1901	3 16 2				
Roberts, Mrs Annie (Mrs James Cole)	700		1 475		4 4 10	4 4 10		7 June 1901	4 4 10				
" , George Victor	701		. 850		2 8 11	2 8 11		3 July 1913	2 8 11				
" , George William & others	702		. 775		2 4 7	2 4 7		17 April 1917	2 4 7				
" , Mrs Nellie W. B.	703		2 575		7 8 1	7 8 1		8 July 1963	7 8 1				
" , Est. Robert Maurice	704		. 775		2 4 7	2 4 7		16 Oct 1900			2 4 7		
" , Stuart Wright	705		2 050		5 7 11	5 7 11		1 July 1959	5 7 11				
Robinson, Est. Maria Elizabeth	706		. 500		1 8 9	1 8 9		10 May 1911	1 8 9				
Robinson, Adelia Anne	707		. 275		. 15 10	. 15 10		2 May 1915	. 15 10				
" , Lloyd Walter	708		. 500		1 8 9	1 8 9		26 April 1911	1 8 9				
" , Est. Oswald Charles	709		. 500		. 7 0	. 7 0		3 May 1915	. 7 0				

Exhibit F

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

DATED the 24th day of June 1946.
Heman Montgomery Bascome Smith,
By his Attorneys,

Appleby Spurling

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

DATED the 24th day of June 1946.
Ardelia Ann Robinson,
By her Attorneys,

Appleby Spurling
24th June 1946

33-3
L 200
Acq N
the B

PROPERTY TRANSFER FROM ADELIA ROBINSON TO HEMAN MONTGOMERY BASCOME SMITH

- Description of the land is exactly as the 1888 Deed of Gift between Jeremiah Hinson & William Brown
- Filed at the Pembroke Parish Vestry by Appleby Spurling on June 24th, 1946

Exhibit G

PARISH VESTRY ASSESSMENT BOOK

Date	No	Assessment		Posting Ref.	Name Charged
		A Ledger City	B Ledger Non-City		
15 May 1946	97	L. 350 H. 1000		T.	Tatem, Sidney James
" " "	98	L. 200 H. 800		W.	Whitcross, Wm Stanley
4 June "	99	L. 50 L. 50		T.	Tros, Samuel Eyekiel
22 Apr 1945	100	H. 250		G.	Gilbert, Dorothy Adisa
19 June 1946	101		H. 200	B.	Broadbent, Martha Viola
" " "	102		H. 300	P.	Pond, Alfred Elmer
7 " "	103	L. 1500 H. 3000	L. 200	S.	Smith, Herman Montgomery Balcome
20 " "	104	L. 200 L. 800		C.	Cox, John W. & Dorothy Carlisle
" " "	104	H. 750		C.	" " " & " "
31 May 1946	105	L. 700		S.	Sellers, Louis Herbert
" " "	106		31. 100	H.	Hayward, Whitfield Frederick
26 June "	107	L. 1000 H. 150	L. 32. 100	D.	Dunkley, John Henry Balkwill
28 " "	108			W.	White, Eva Maude Vesey
14 May "	109	No transfer		-	Triningham, K.F. & E.H.
8 " "	110	L. 200		B.	Bouchard Valmer Dudley & Katherine L.
7 " "	111			V.	

Total decrease	Plan No	Assessment		Posting Ref.	Name Credited	Total increase
		A Ledger City	B Ledger Non-City			
850	14 42 42A 16 24 2 129 3 94 5 33 3 28 15 28 16C 28 8B 28 8D 21 31, 32 14 10 23 28 27 14 15 82 29 33A 26 65 21	L. 50 L. 50 H. 250		R.	Riley, Joseph James, Est	
			Nil	R.	" " " "	1050
				G.	Gibbons, Morris Alvin	
				G.	Gilbert, Samuel, Est	
			H. 200	J.	James, Jonathan Eleamah	
			H. 300	J.	James, Thomas Elmer	
			L. 200	R.	Robinson, Adelia Ann	
		H. 1200 F. 300		M.	Masters, Louis Marie Hilda	300
		L. Nil L. 800 H. 750		M.	Masters, Clarendon Hugh	200
		L. 700 31. 100		H.	Hayward, Whitfield Frederick & Marvca, Anthony Soares	
		L. 100 L. 100 F. 150		H.	Hayward, Whitfield Frederick & Marvca, Anthony Soares	
				B.	Brown, Harry T. & Eicie B. H.	
		No transfer		W.	White, Frank Gladstone	
				-	Masters, Rosalie	
		L. Nil		H.	Horsfall, Lucy Webb	200
		L. 200		B.	Rassett, John Elynnne	50
		L. 100 L. 500 H. 1700		F.	Fox, Leon Davenport	
			L. 400	G.	Gooding, Edmund M. & Mary E.	

Exhibit H

1946 PROPERTY TRANSFER

Top Picture:

Adelia Ann Robinson Property Transfer
Records in Book B Folio 72

- Lot 33-3 was transferred to Heman M. B. Smith on July 19, 1946

YEAR	MONTH	DAY	ASSESSMENT ON	PLAN	TRANSFER	SITUATED	PROPERTY	REAL	PERSONAL	BALANCE
1936	Jan	1	Land	33-3						
1937	June	18	"	35-12-7				75.00	75.00	150.00
1946	July	19	Land - (Heman M. B. Smith) -	33-3	103			200.00	200.00	400.00
1949	June	18	Land - (Winifred Bernice Durham)	25-12	89			75.00	75.00	150.00

Bottom Picture:

Heman M. B. Smith Property Transfer
Records in Book B

- Lot 33-3 was obtained on July 19, 1946

YEAR	MONTH	DAY	ASSESSMENT ON	PLAN	TRANSFER	SITUATED	PROPERTY	REAL	PERSONAL	BALANCE
1946	July	19	Land	33-3	103			200.00	200.00	400.00

PEMBROKE PARISH VESTRY

PROPERTY TRANSFER PARTICULARS

Serial Number 103. Plan Number 33-3.

Date of Transfer 7th Jun 1946 Received in Office 24th June 1946.

Mode of Transfer Purchase Date Accepted JUL 19 1946

Acquirer:— Smith, Heman Montgomery Bascome.

Ledger	Property	City	Parish
"New" B	Land		200
	House		
	Personal		

Assessment Charged

Disposer:— Robinson, Adelia Ann.

Ledger	Property	City	Parish
"B"	Land		200
	House		
	Personal		

Assessment Credited

Robert H. Clarke
H. H. H. H. Assessors

Exhibit J

1946 Transfer Ledger Book B

House		Montgomery Bascome		Smith		B	
PARLIAMENTARY VOTE		Yes		Yes		Yes	
ASSESSMENT ON		PLAN NUMBER		TRANSFER NUMBER		SITUATED	
10 July 46 Land		33-3		103		200, 200	
						BALANCE	
						200	

PARISH VESTRY LEDGER SHOWING TRANSFER
OF PROPERTY REFERENCE LOT 33-3

Exhibit K

1934 PLAN OF PEMBROKE PARISH

- This Plan is based on the 1898/1901 Ordnance Survey Map done by Lt. A. J. Savage

To Accompany the List of Freeholders on the 1st of October 1934.
Together with the Separate Key to Tracts, Shares, and Parcels of
Land shewn on this Plan.

J. Daler M. INST. M. & C. E. (LONDON).
ARCHITECT & SURVEYOR.

AND *R. H. Clarke*
ASS'T ENGR. & SURVEYOR.
HAMILTON, BERMUDA.
OCTOBER 16TH 1934

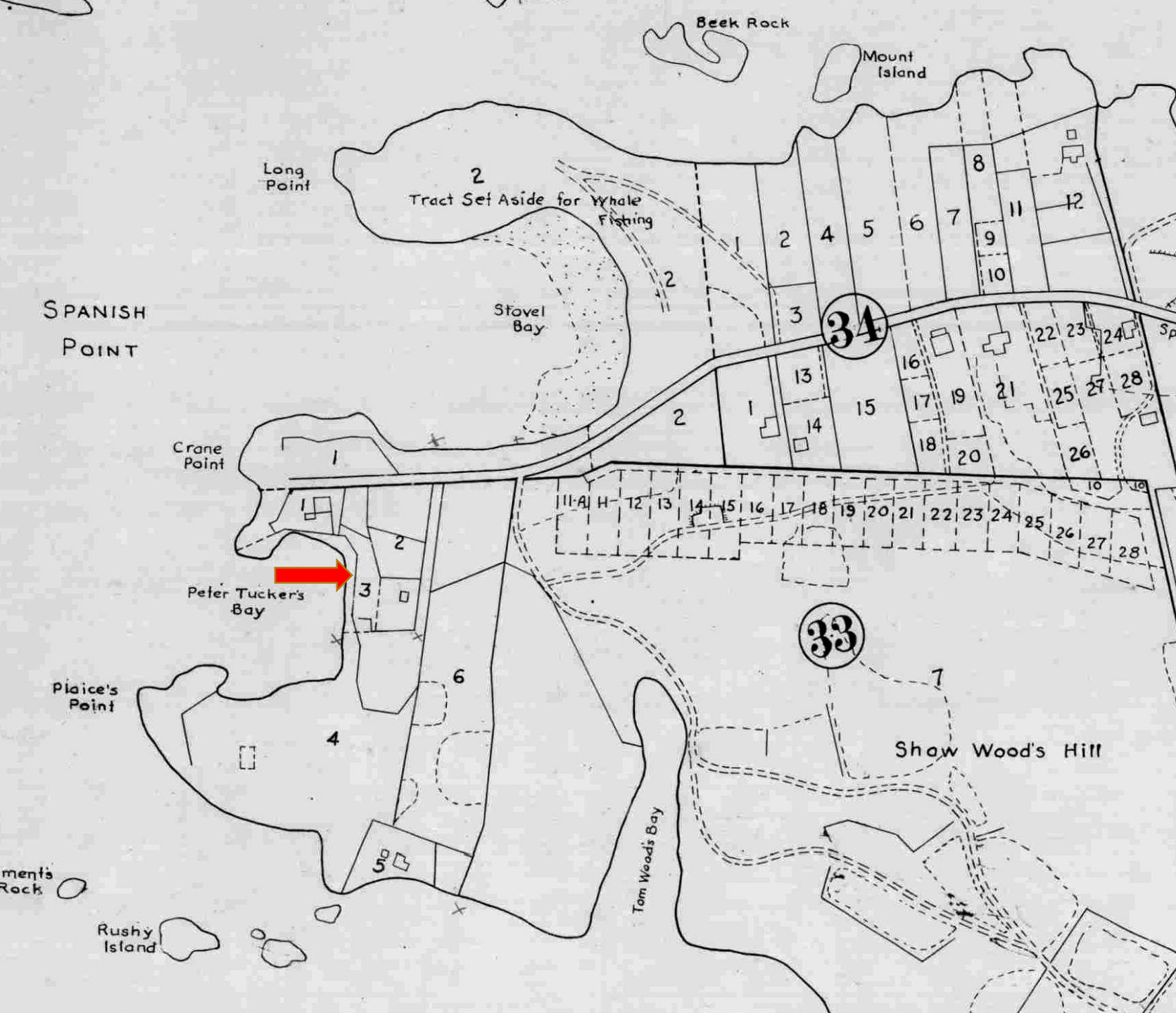
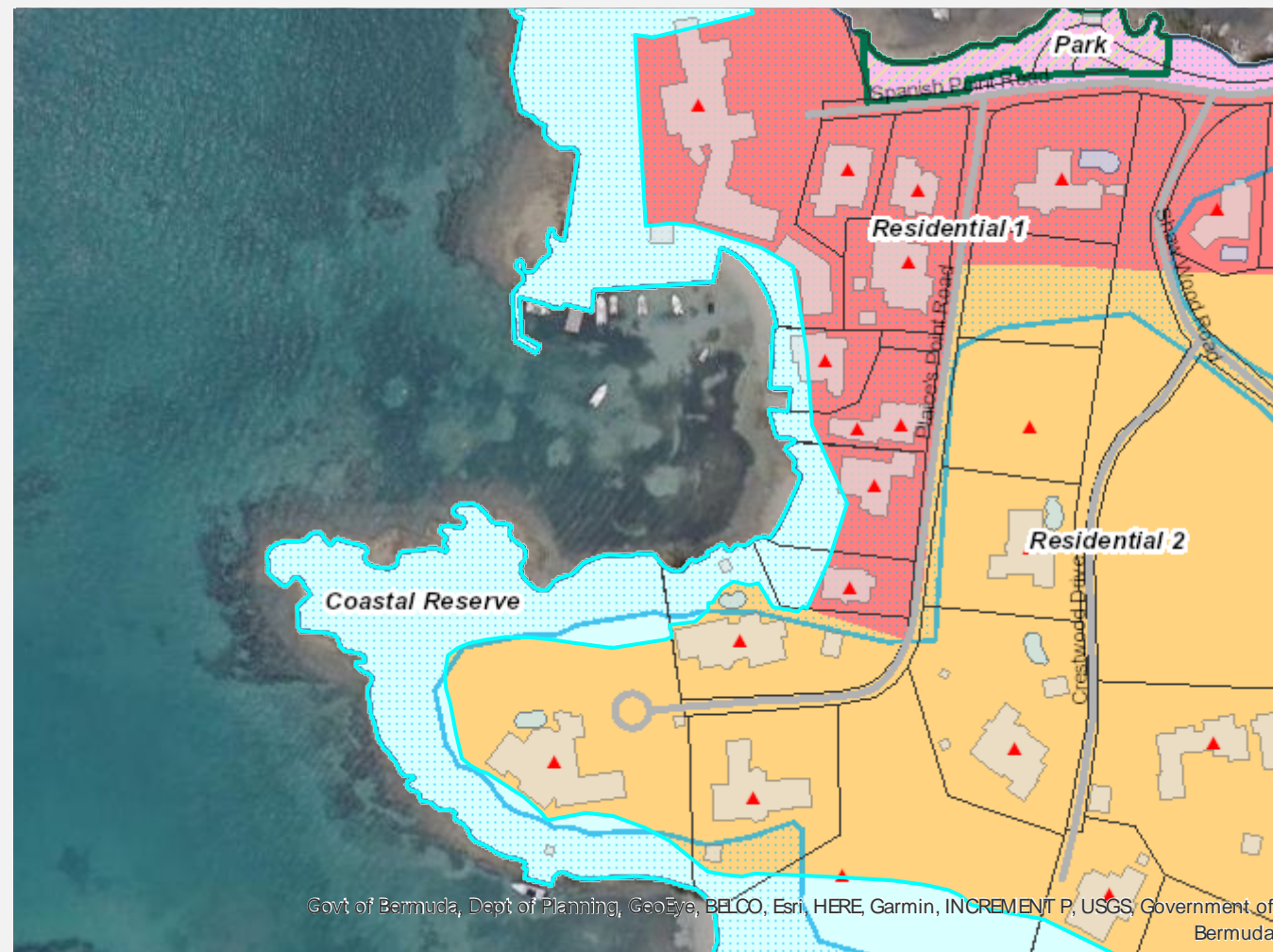
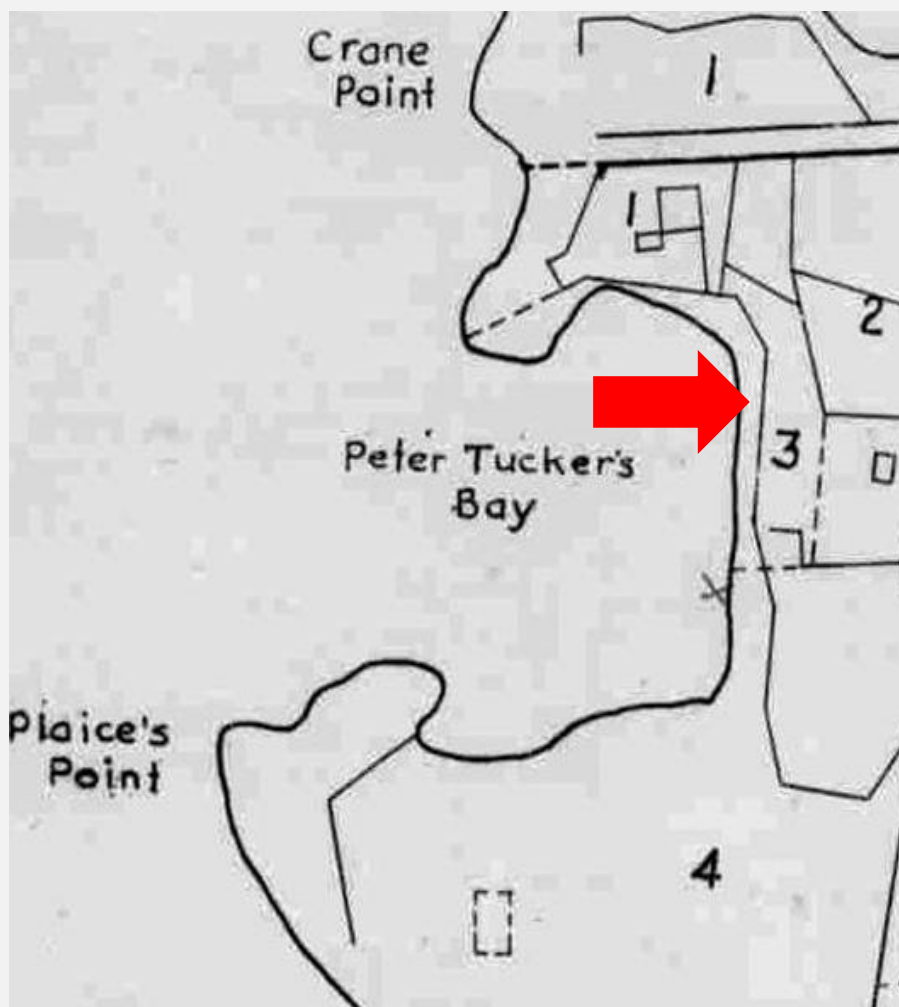


Exhibit L



2012



GOVERNMENT OF BERMUDA
Ministry of Public Works
Department of Land Surveys and Registration

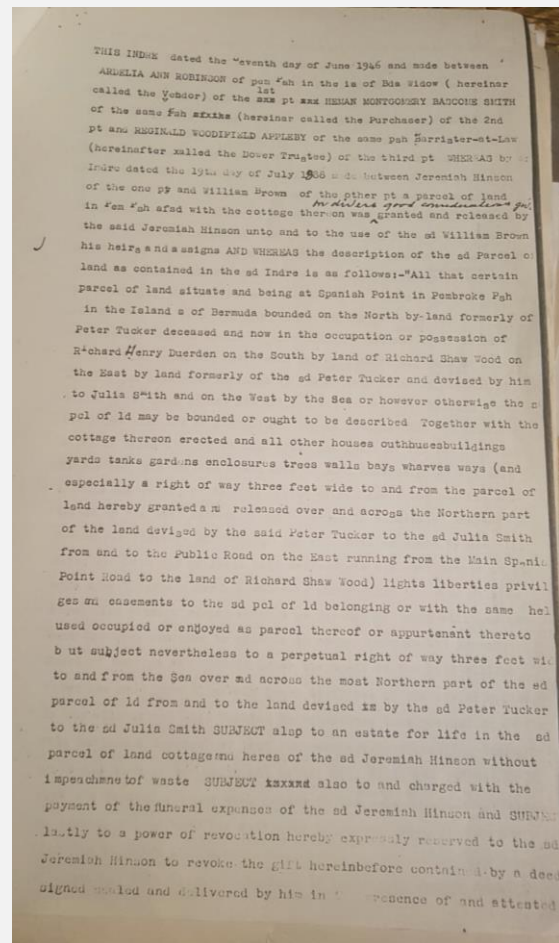
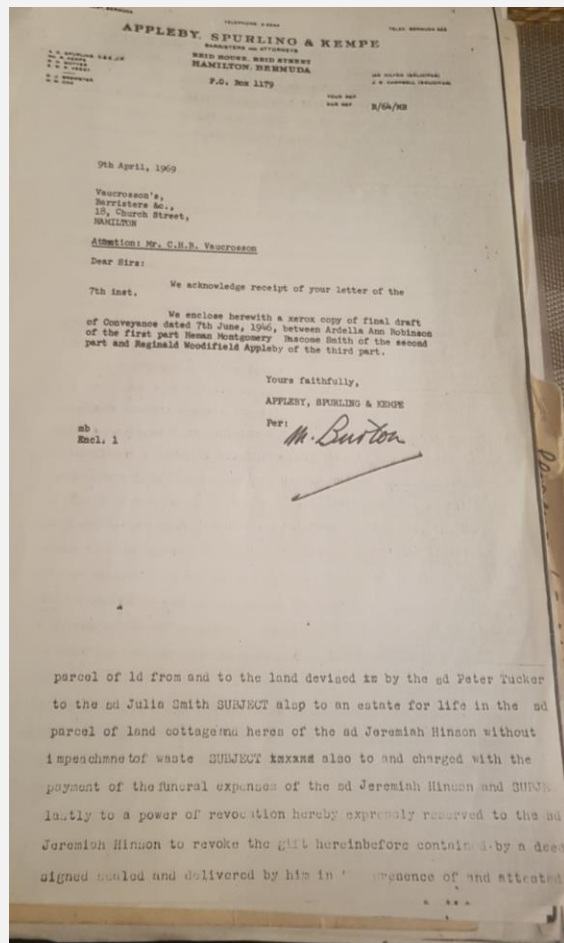
Aerial Imagery Date: 1941

Imagery to be used for context purposes only.
The Government does not accept any liabilities,
fees or damages incurred from using this document.



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ORIGINAL 1946 DEED?!

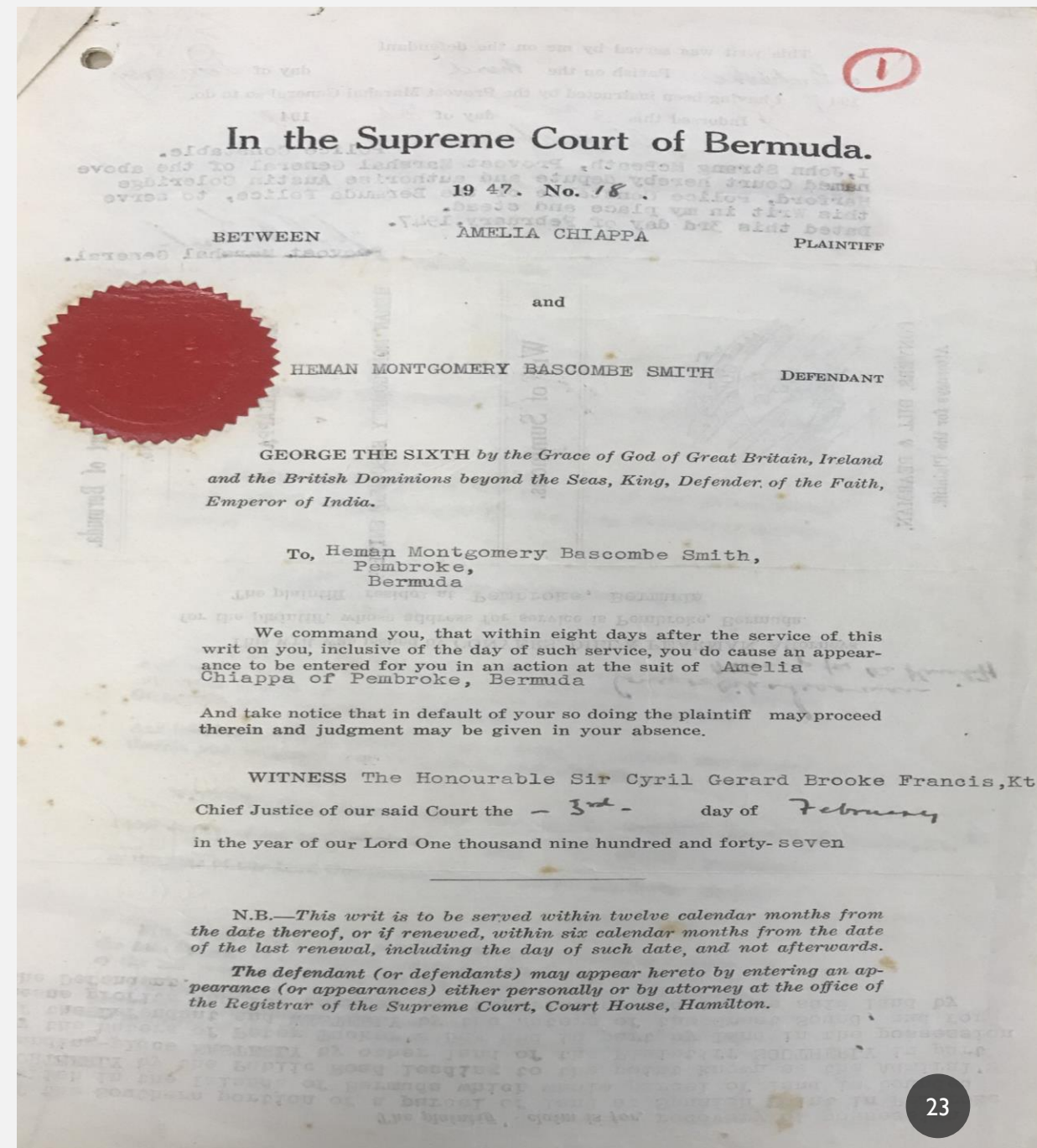


- Pictured is a final draft copy from Appleby, Spurling
- Unable to find the filed copy – why?
- Dated June 7, 1946
- “... Whereas by Indenture dated the 19th day of July 1888 is between Jeremiah Hinson of one part and William Brown of the other part a parcel of land in Pembroke Parish afsd with the cottage thereone was granted and released by the said Jeremiah Hinson unto the use of the said William Brown his heirs and assigns and where the description of the said parcel of land as contained in the said indenture is as follows:..”
- Exact same description as the 1888 Deed of Gift between Jeremiah Hinson and William Brown

1947 SUPREME COURT CASE AMELIA CHIAPPA V HEMAN M. B. SMITH

- Writ of Summons dated February 3rd, 1947
- “The plaintiff's claim is for recovery of possession of the Southern portion of a parcel of land at Spanish Point in Pembroke Parish in the Islands of Bermuda which whole parcel of land is bounded NORTHERLY by the Public Road leading to the point knowns as the Admiral's Landing place EASTERLY by other land of the Plaintiff SOUTHERLY in part by the waters of Peter Tucker's Bay and in part by land in the possession of the Defendant and WESTERLY by the waters of the Great Sound, and for mesne profits and for damages and injuries caused to the said land by the Defendant”

Exhibit O



1947 COURT CASE TIMELINE

February 3,
1947

- Writ of Summons issued to Heman M. B. Smith for possession of Amelia Chiappa's Southerly boarder of land and damages

February 14,
1947

- Appleby & Spurling (attorneys for H. M.B.S) sends letter to Conyers, Dill, & Pearman (attorneys for Amelia Chiappa)
- Letter stating that the defendant requires a Statement of Claim to be delivered.

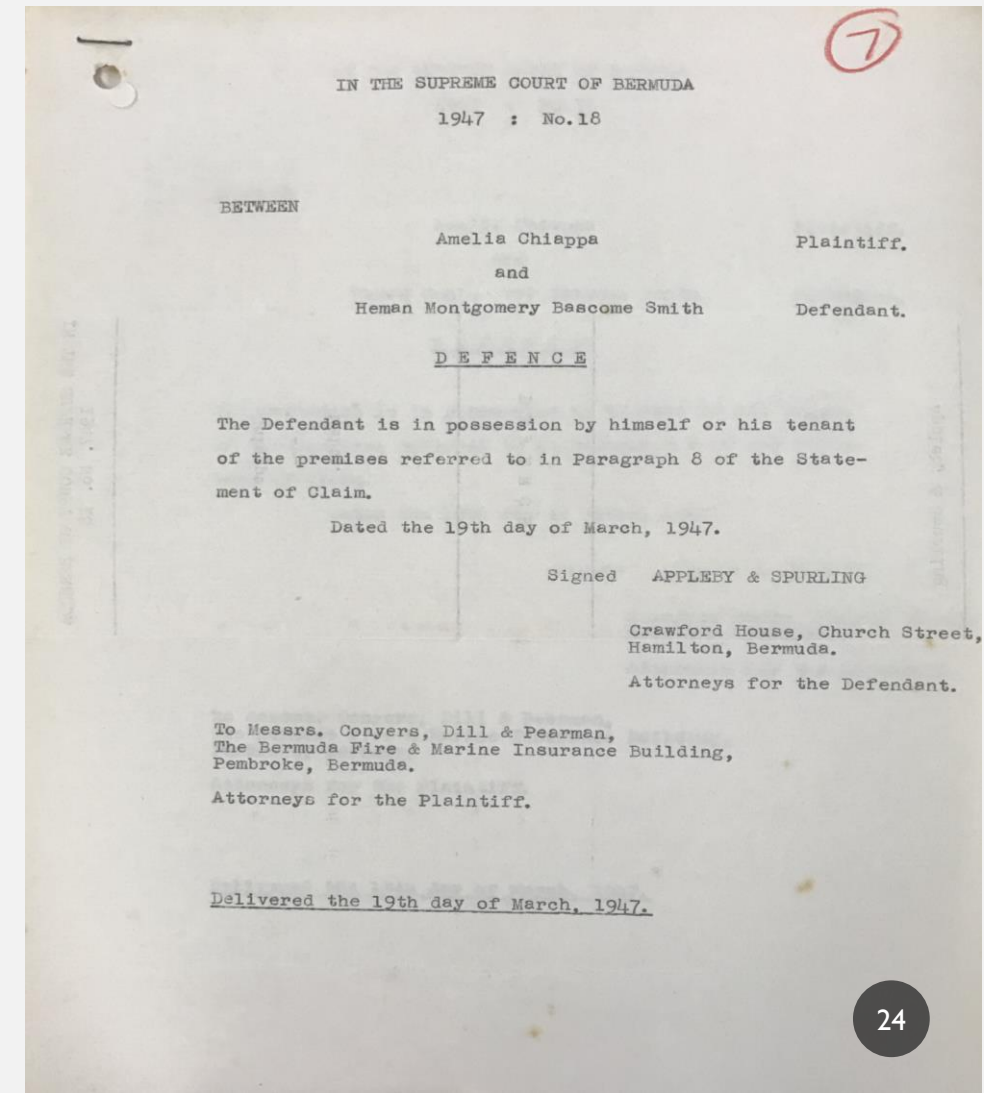
March 3, 1947

- Statement of Claim obtained from Conyers, Dill, & Pearman

March 19, 1947

- Appleby & Spurling sends a letter back to Conyers, Dill, & Pearman stating that the defendant is in possession of the premises referred to in Paragraph 8 of the Statement of Claim (Exhibit O)

Exhibit O



1947 AMELIA CHIAPPA V H. M. B. SMITH STATEMENT OF CLAIM

Exhibit O

STATEMENT OF CLAIM

1. The Plaintiff is entitled to possession of a parcel of land situated in Pembroke Parish in the Islands of Bermuda bounded NORTHERLY by the public road leading from Clarence Hill to a spot on the Spanish Point shore commonly called the Admiral's Landing Place SOUTHERLY in part by the waters of Peter Tucker's Bay in part by land of the Defendant and in part by a strip of land Three feet wide reserved for a right of way separating the land now being described from other land of the Plaintiff EASTERLY by a strip of land Ten feet wide reserved for a right of way separating the land now being described from other land of the Plaintiff and WESTERLY by the waters of the Great Sound TOGETHER WITH the cottage thereon erected and all other buildings fixtures ways rights-of-way rights liberties easements advantages and appurtenances.

2. William Henry Bean was seised in fee simple in possession of the Western portion of the parcel of land above described.

3. The said William Henry Bean died intestate on the 17th day of March, 1899, seised of the said parcel of land and leaving John Henry Bean, his son, his heir-at-law.

4. By an Indenture dated the 5th day of July, 1929, John Henry Bean and Eva Edith Bean his wife sold the said parcel of land to John Peter Chiappa.

5. By an Indenture dated the 24th day of July, 1913, John Caulder and Julia Caulder his wife sold the Eastern portion of the parcel of land described in Paragraph 1 hereof to John Peter Chiappa.

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

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

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

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

The Plaintiff claims:

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

Dated the 3rd day of March, 1947.

Amelia Chiappa

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

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

Vol 26 @ Pg 6 Par 181

1947 COURT CASE CONTINUED

December 9, 1947

- Conyers, Dill, & Pearman issue a Notice of Trial to Appleby & Spurling indicating the trial was set for December 19, 1947

December 15, 1947

- E.T. Richards sends a letter to Conyers, Dill, & Pearman stating that he now represents H.M.B Smith in place of Appleby & Spurling
- Mr. Richards was called to the bar on January 31, 1947

December 19, 1947

- Registrar W. Norman Parker issues a letter for all parties to attend the Chief Justice Chambers on December 30, 1947 concerning an application for H. M. B. Smith to have the court cases tried with a jury

March 15-19, 1948

- Court case was heard by **Hon. R. C. Hollis Hallet**, assistant chief justice and eight jurors

DISPUTE OVER LAND AT SPANISH POINT

Question Of Location Of Boundary For Decision

STORY OF BURNED SHED TOLD IN SUPREME COURT

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

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

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

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

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

LIFE TENANT

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

About three years ago Mr. Smith purchased a lot next to that of Mrs. Chiappa, started excavations on it and put the earth from the excavations on Mrs. Chiappa's property, which he re-

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

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

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

BEGAN BUILDING COTTAGE

Mr. John Peter Chiappa gave evidence during the afternoon session. He said that in 1940 the defendant began building a cottage on the property. Witness told the defendant that he must be on the wrong piece of land. He told Mr. Smith on that occasion that Mr. Smith's father had also tried to claim the land for sale to the Public Works Department as a swimming place.

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

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

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

TROUBLE OVER SHED

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

Continued on Page 2

AMELIA CHIAPPA'S MAP

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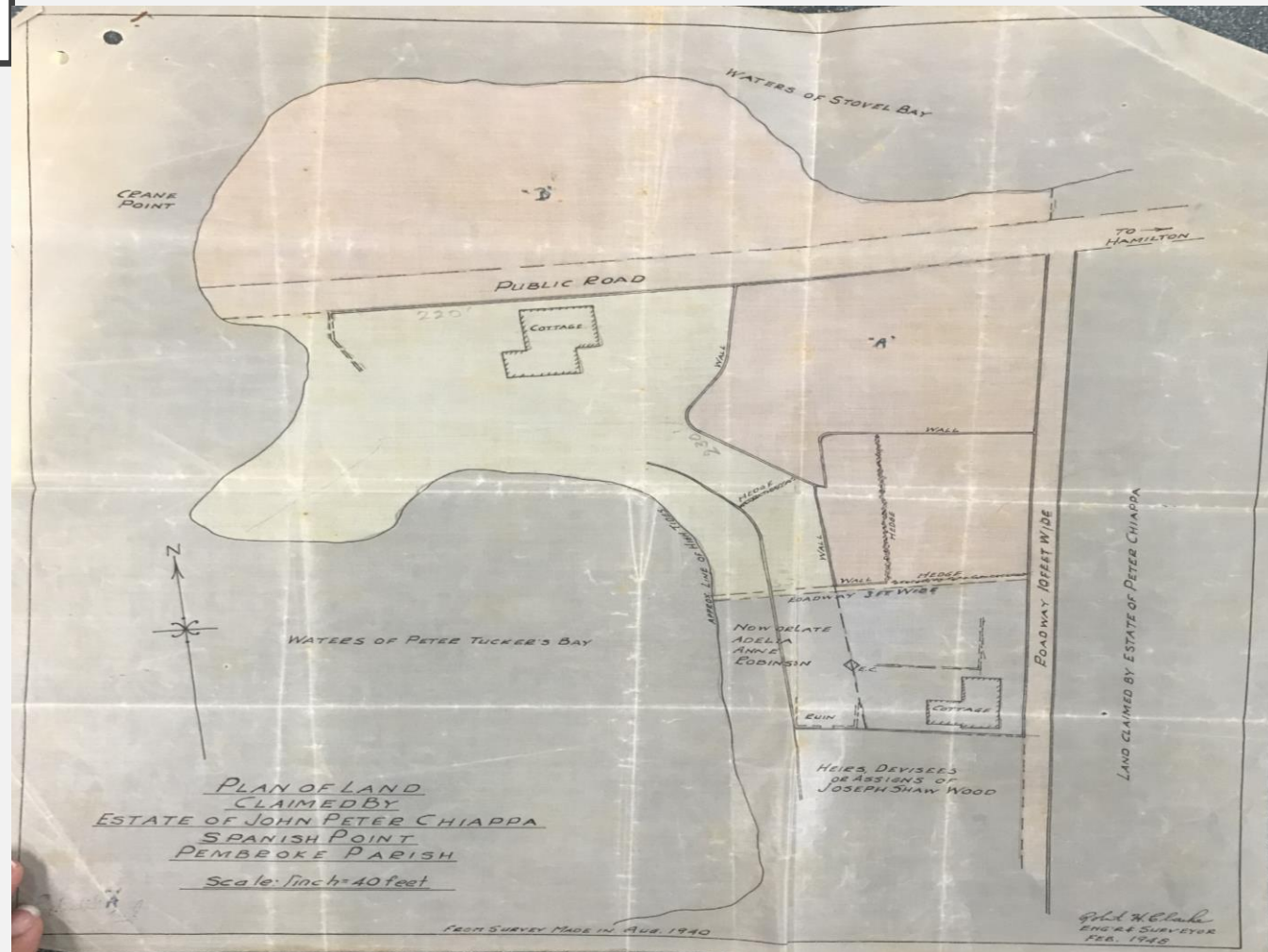


Exhibit O

ABSTRACT OF TITLE COLOURED GREEN ON THE PLAN

ABSTRACT OF TITLE

of land the subject of the action coloured green on plan

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

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

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

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

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

-2-

7th June, 1928 Ernest Louis Bridle, Seth Otto Hinson and

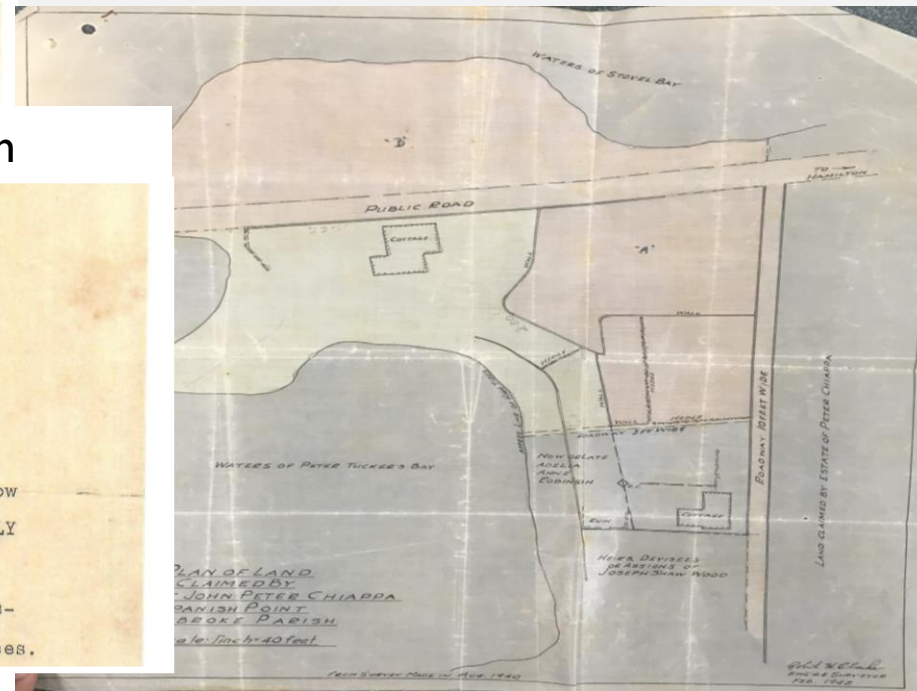
Amelia Chiappa's Statement Claim

bounded NORTHERLY by the public road leading from Clarence Hill to a spot on the Spanish Point shore commonly called the Admiral's Landing Place SOUTHERLY in part by the waters of Peter Tucker's Bay in part by land of the Defendant and in part by a strip of land Three feet wide reserved for a right of way separating the land now being described from other land of the Plaintiff EASTERLY by a strip of land Ten feet wide reserved for a right of way separating the land now being described from other land of the Plaintiff and WESTERLY by the waters of the Great Sound TOGETHER WITH the cottage thereon erected and all other buildings fixtures ways rights-of-way rights liberties easements advantages and appurtenances.

intestate leaving John Henry Bean his eldest son and heir-at-law.

(7) The payment of the mortgage by John Henry Bean.

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



- Description of the land is inaccurately depicted in their plan

Exhibit O

ABSTRACT OF TITLE COLOURED PINK ON THE PLAN MARKED "A"

IN THE SUPREME COURT OF BERMUDA
1947 : No. 18

BETWEEN

AMELIA CHIAPPA Plaintiff
and
HEMAN MONTGOMERY BASCOMBE SMITH Defendant

ABSTRACT OF TITLE
of land coloured pink on plan marked "A"

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

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

Dated 24 July 1913

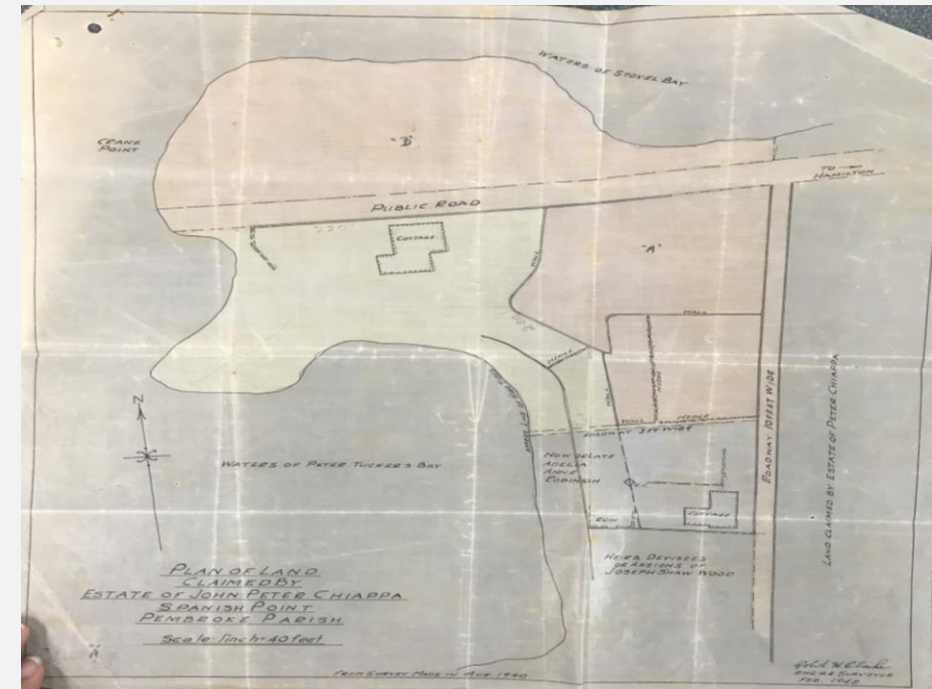
John Caulder
and
Julia Caulder

Rupert Carlyle Hollis Hallett

to us

Conveyance
of a lot of land in Pembroke
Parish.

Bermuda
Colonial Secretary's Office
24th Dec-1913
Registered in Book of Deeds
No 100-P 128



Rupert Carlyle Hollis Hallett
- Presiding judge over this case

Exhibit O

ABSTRACT OF TITLE COLOURED BLUE ON PLAN

IN THE SUPREME COURT OF BERMUDA
1947 : No. 18

BETWEEN

AMELIA CHIAPPA Plaintiff

and

HEWAN MONTGOMERY BASCOLE SMITH Defendant

ABSTRACT OF TITLE

of land coloured blue on plan

20th August, 1899 Julia Smith conveyed the land to Julius Astwood Smith and Mary Jane Smith subject to certain obligations to be assumed by the said Julius Astwood Smith and Mary Jane Smith.

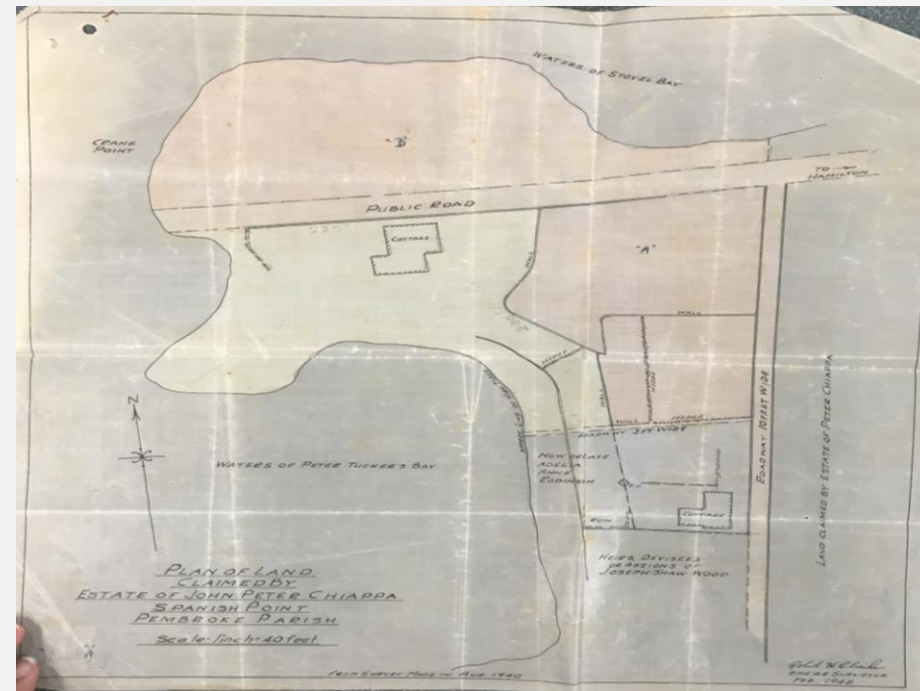
Description: ALL THAT certain parcel of land at Spanish Point in Pembroke Parish aforesaid bounded on the NORTH by land of the devisees or assigns of the above mentioned Peter Tucker on the SOUTH by land now or late in the possession of Richard Shaw Wood on the EAST by the Public Road running to the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

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

27th July, 1899 Julius Astwood Smith and Mary Jane Smith conveyed the land described in precisely the same terms, together with and subject to the same rights-of-way to Julia Smith.

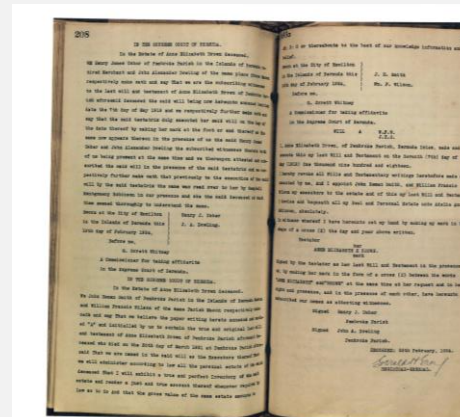
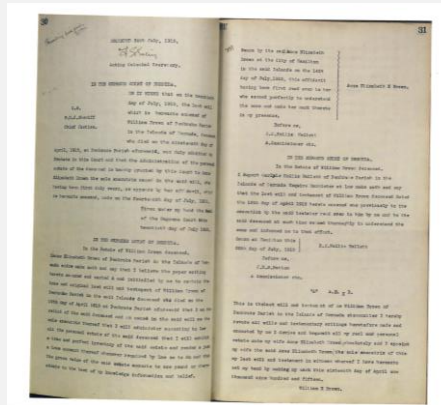
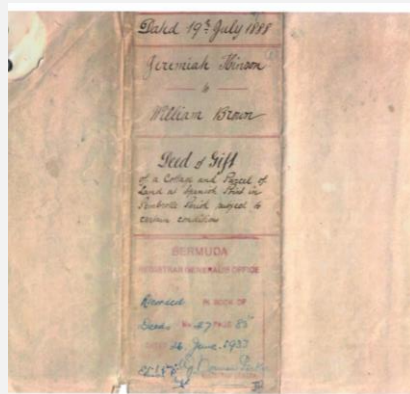
9th November, 1902 Julia Calder (previously Julie Smith) and James Nathaniel Calder her husband conveyed the land described in precisely the same terms and with and subject to the same rights-of-way to Peter David Saunders.

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



EVIDENCE PRODUCED ON BEHALF OF H. M. B. SMITH

- 1888 Deed of Gift from Jeremiah Hinson to William Brown (previously shown)
- William Brown and Anne Brown's Wills (previously shown)
- Newspaper clipping with Notice of purchase of land



Dial 2139

12875m.

Auction Sale

of
Valuable Real Estate

known as
AINTREE

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

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

Place: On the Premises
Price: At the Market
Plan: At the Office of
M. A. GIBBONS

NOTICE

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

Signed
BASCOMBE SMITH.

MYER M. MALLOY

THE BERMUDA PRESS
Ridg Street Hamilton
439P.

VERDICT IN SPANISH POINT LAND DISPUTE

Jury Find In Favour Of Mrs. Amelia Chiappa

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

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

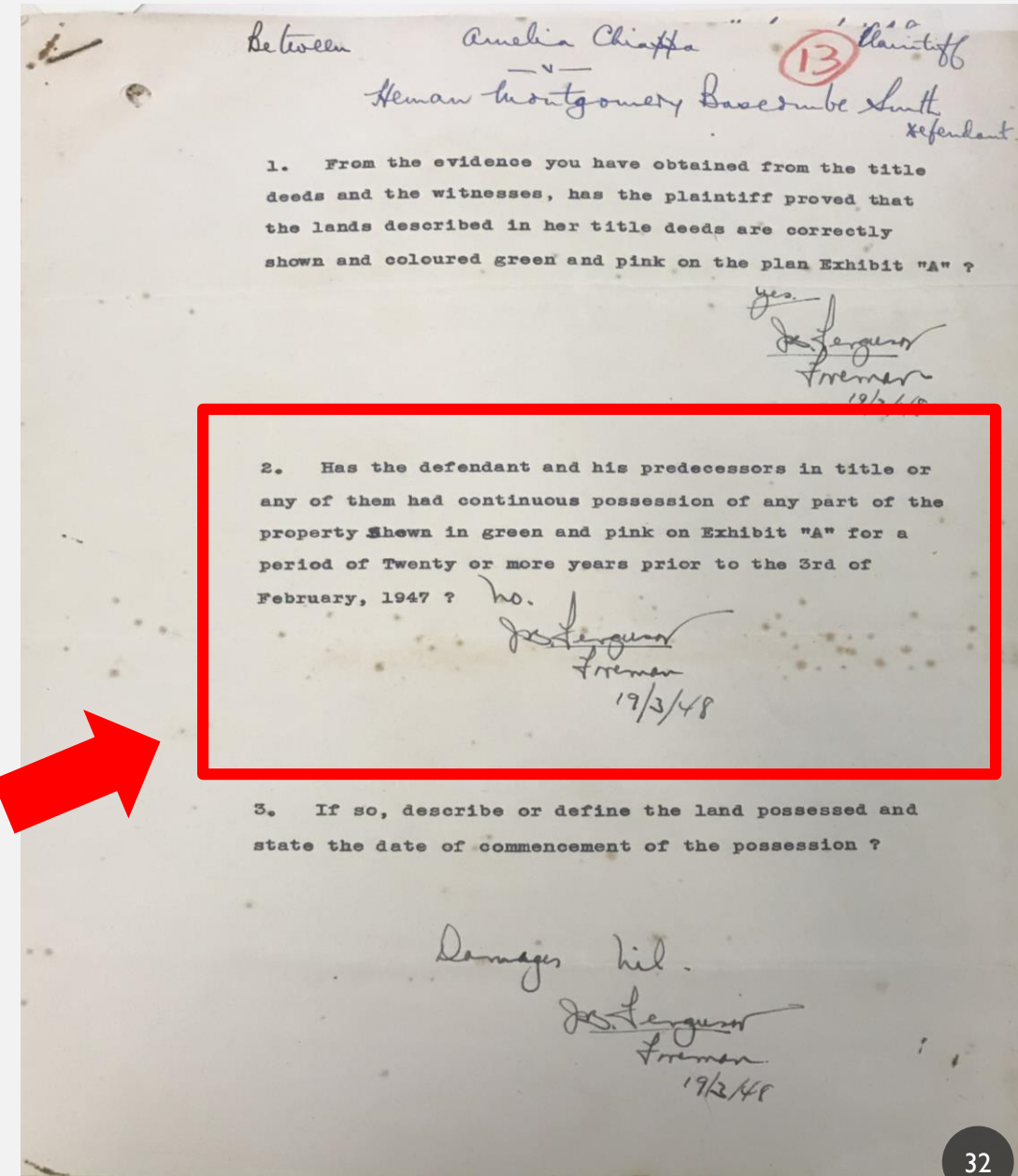
The assistant Chief Justice, Dr. the Hon. R. C. Hollis Hallett, who heard the action, complimented the two counsel for their able handling of a case which involved complicated legal technicalities. Mr. James E. Pearman, M.C.P., appeared for Mrs. Chiappa and Mr. E. T. Richards represented Mr. Smith.

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

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

VERDICT

- Judge: R. C. Hollis Hallett
- 8 jurors
- After one hour and 22 minutes of a special jury, the verdict ruled in favour of Mrs. Amelia Chiappa
- Lineage of the property:
 - Jeremiah Hinson to William Brown in 1888
 - William Brown and Anne Brown's Will (1915 & 1924 respectively)
 - Adelia Robinson to H. M. B. Smith in 1946



H. M. B. SMITH PENNNED LETTER

Exhibit P

(1)

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

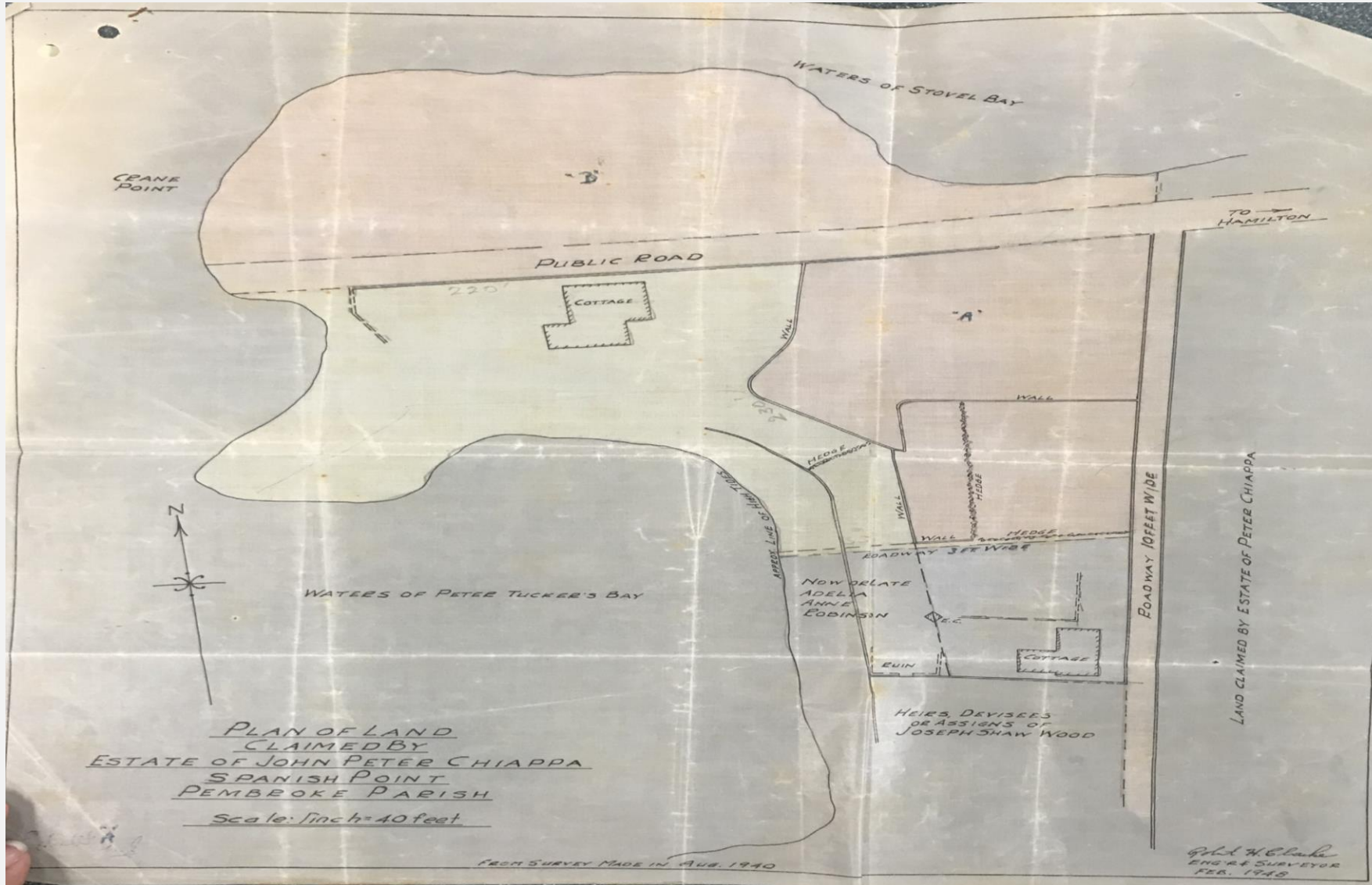
The property was conveyed by Jeremiah Hinson the the same manner to William Brown, who in turn conveyed it to his wife, Anne Elizabeth Brown, who in turn conveyed the same property to Mrs. Adelia Ann Robinson. Adelia Robinson paid Taxes ~~xxxxxx~~ from 1915 to 1921 for Mrs. Brown. From 1921 to 1946,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

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

(2)

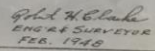
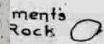
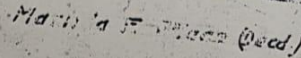
He told me it did not make sense as it would cost over £300. 0. 0. So in eight days he sent for concerning the Bill. I was expecting him to say £300. 0. 0 or over, as I knew Mr. Chiappa was claiming £150. 0. 0 damages. But when he read the bill of to me he said everything included is £62. and some shillings.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

CONTROVERSIAL MAP



- Although geographically correct, the depiction of who owns the portions of land are labeled incorrectly

1.



OTHER COURT CASES AND ENCOUNTERS FOLLOWING THIS PROCEEDING

- 1959 Spanish Point Boat Club v Heman Montgomery Bascome Smith
- 1963 Windsor Development Limited v Albert Jones and Newbold Smith
 - Windsor Development Limited involved John Peter Chiappa (director) and Mary Jane Dallas
- 1969 John Henry Dallas v Albert Jones, Newbold Smith, H. M.B. Smith, and Carlton Wellman

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

APPLEBY, SPURLING & KEMPE,
HAMILTON,
BERMUDA.

GENTLEMEN

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

YOURS TRULY,

MR. NEWBOLD SMITH.

1959 SPANISH POINT BOAT CLUB V. HEMAN MONTGOMERY BASCOME SMITH

H. M. B. Smith continued to fight for his land past the 1946 Supreme Court Case

It does not appear that the case proceeded or that there was a verdict

IN THE SUPREME COURT OF BERMUDA
1959: No. 19

BETWEEN
THE SPANISH POINT BOAT CLUB Plaintiff
and
HEMAN MONTGOMERY BASCOME SMITH Defendant

STATEMENT OF CLAIM

1. The Plaintiff is entitled to possession of ALL THAT certain parcel of land (being irregular in shape) situate at Spanish Point in Pembroke Parish in the Islands of Bermuda and estimated to comprise Two roods and twenty-eight perches (0.875 of an acre) and bounded NORTHERLY by the Public Road leading to "Crane Point" and there measuring Two hundred and twenty-three feet (223') EASTERLY SOUTH-EASTERLY NORTHEASTERLY and EASTERLY by other land formerly held here-with by John Peter Chiappa (the elder) deceased and to which his devisees are entitled and there measuring along the line of a wall One hundred and forty-six feet (146') and Sixty-six feet (66') SOUTHERLY by a roadway Three feet (3') wide and there measuring Fifty-six feet (56') WESTERLY SOUTHWESTERLY SOUTHERLY SOUTHEASTERLY and SOUTHERLY by the Waters of Peter Tucker's Bay and NORTHWESTERLY WESTERLY and SOUTHWESTERLY by the Waters of the Great Sound TOGETHER WITH the buildings erected thereon and collectively known as "the Spanish Point Boat Club".
2. John Peter Chiappa (the elder) was seized in fee simple in possession of the parcel of land hereinbefore described together with other lands.
3. John Peter Chiappa (the elder) made his last will and testament dated the 17th day of July, 1929, and under by virtue thereof his wife Amelia Chiappa being entitled to an estate her life in the said parcel of land hereinbefore described together with other lands and subject thereto Archibald William Chiappa and Edna Chiappa being entitled to life estates and three grandchildren of the said John Peter Chiappa (the elder), namely John Peter Chiappa Cecil Christopher Chiappa and Mary Jane Dallas, being entitled in fee simple to the remainder thereof.

- 2 -

4. The said John Peter Chiappa (the elder) died on the 20th day of May, 1933, seized and possessed of the said parcel of land hereinbefore described in Paragraph 1 hereof and without altering or revoking his said will.
5. In the Supreme Court of Bermuda, 1947: No. 16, between the said Amelia Chiappa (as life tenant) and Defendant, in a trial by jury, the said Amelia Chiappa proved that the lands described in her title deeds (including the said parcel of land hereinbefore described in Paragraph 1 hereof) were correctly shown and coloured green and pink on the plan exhibited to the Court (which said exhibit marked "A" is still in existence).
6. By a Lease dated the 1st day of March, 1954, and made between the said Amelia Chiappa Archibald William Chiappa (since deceased) the said Edna Chiappa John Peter Chiappa Cecil Christopher Chiappa and Mary Jane Dallas all of the one part and the Plaintiff of the other part the said parcel of land hereinbefore described was demised unto the Plaintiff for a term of years.
7. The defendant on the 18th and 25th of January, 1959, did wrongfully enter and erect barbed-wire fences on the said parcel of land hereinbefore described in Paragraph 1 hereof and thereby did cause damage to the said premises.

The Plaintiff claims:

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

Dated: 16th February, 1959

L. M. Browne
L. M. Browne
Reid Street
Hamilton, Bermuda
Attorney for the Plaintiff

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

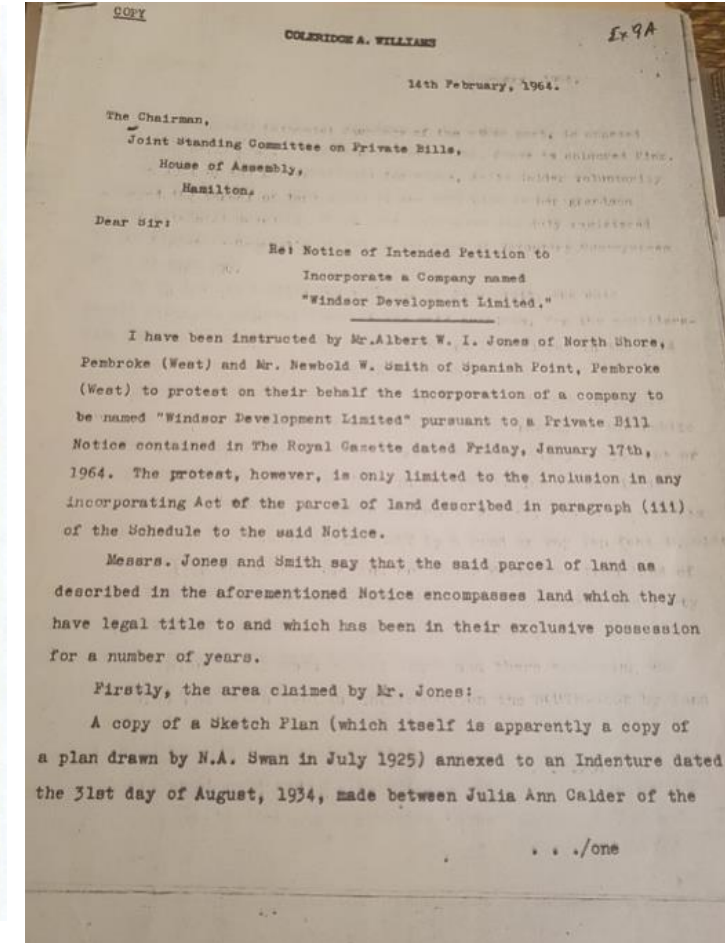
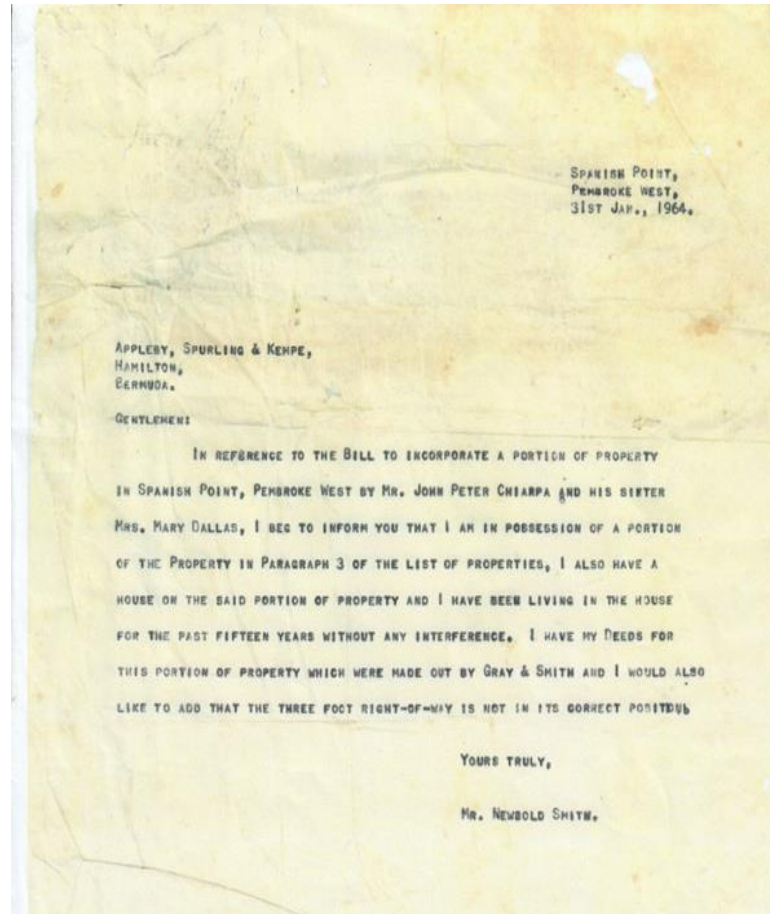
Exhibit Q

1964 WINDSOR DEVELOPMENT LIMITED V ALBERT JONES AND NEWBOLD SMITH

- Windsor Development Limited
- John Peter Chiappa and Mary Jane Dallas

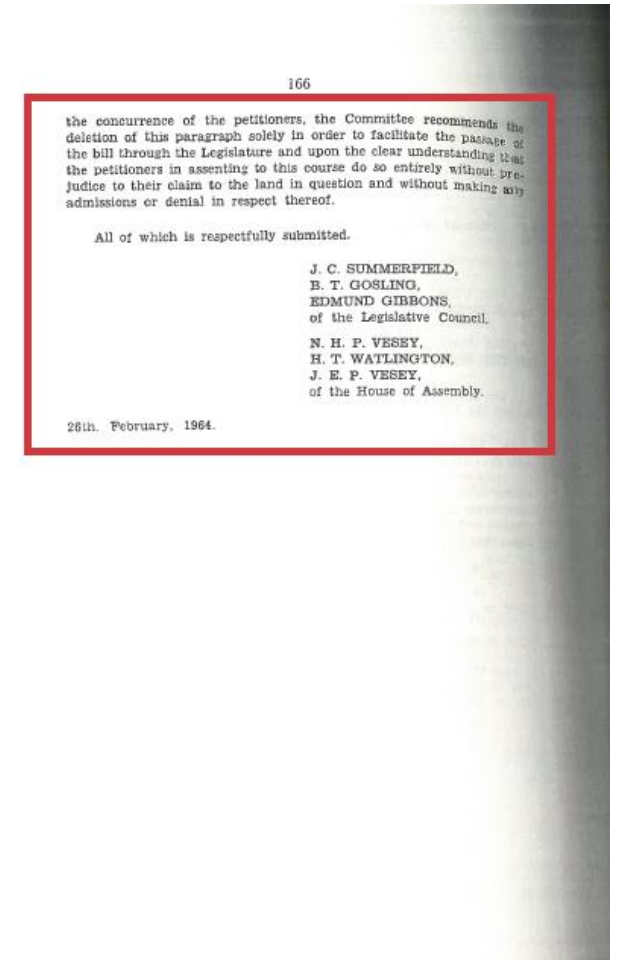
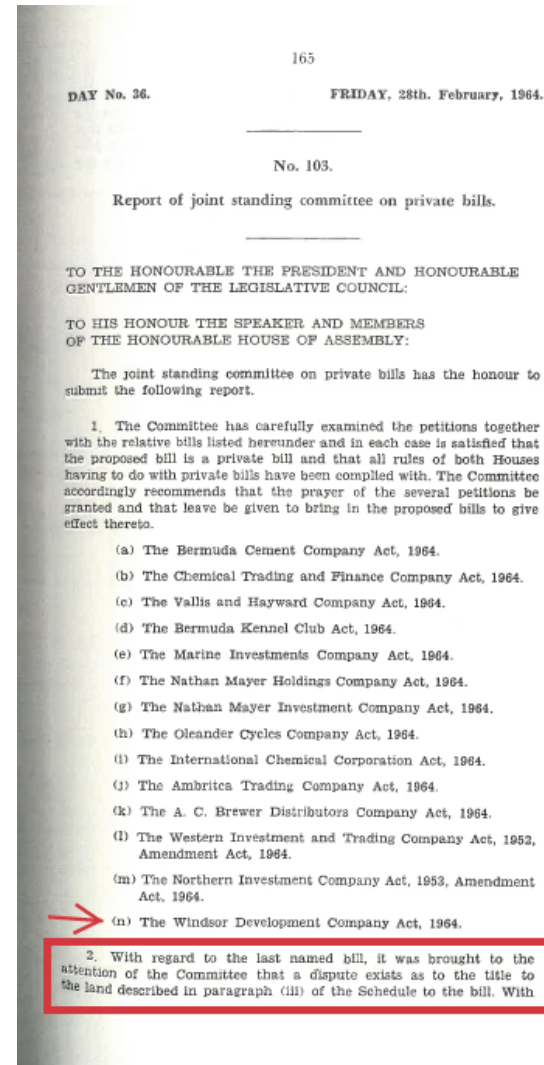
- According to a letter addressed to the Chairman of the Joint Standing Committee on Private Bills, a company by the name of “Windsor Development Limited” had entered a Private Bill Notice in the Royal Gazette on January 17th, 1964

Letter submitted by Coleridge A. Williams, Attorney for Albert W. I. Jones & Newbold W. Smith



1964 WINDSOR DEVELOPMENT LIMITED V ALBERT JONES AND NEWBOLD SMITH

- The Windsor Development Company Act, 1964 was adopted without the inclusion of the parcels of land that Albert Jones and Newbold Smith owned.



Located in the Journals of the House of Assembly of Bermuda Sessions of 1963 -1964 (pages 165-166)

Exhibit R

1969 JOHN HENRY DALLAS V ALBERT JONES, NEWBOLD SMITH, H. M.B. SMITH, AND CARLTON WELLMAN

- Mary Jane Dallas (previously Chiappa) was a grand daughter of Amelia and Peter Chiappa.
- She married John Henry Dallas.

IN THE SUPREME COURT OF BERMUDA
1969 : No. 216

BETWEEN:

JOHN HENRY DALLAS Plaintiff
and
ETHEL JONES First Defendant
(Executor of Albert W.I. Jones Deceased)
and
NEWBOLD W. SMITH Second Defendant
and
HEMAN MONTGOMERY BASCOMBE SMITH Third Defendant
and
CARLTON K. WELLMAN Fourth Defendant

STATEMENT OF CLAIM

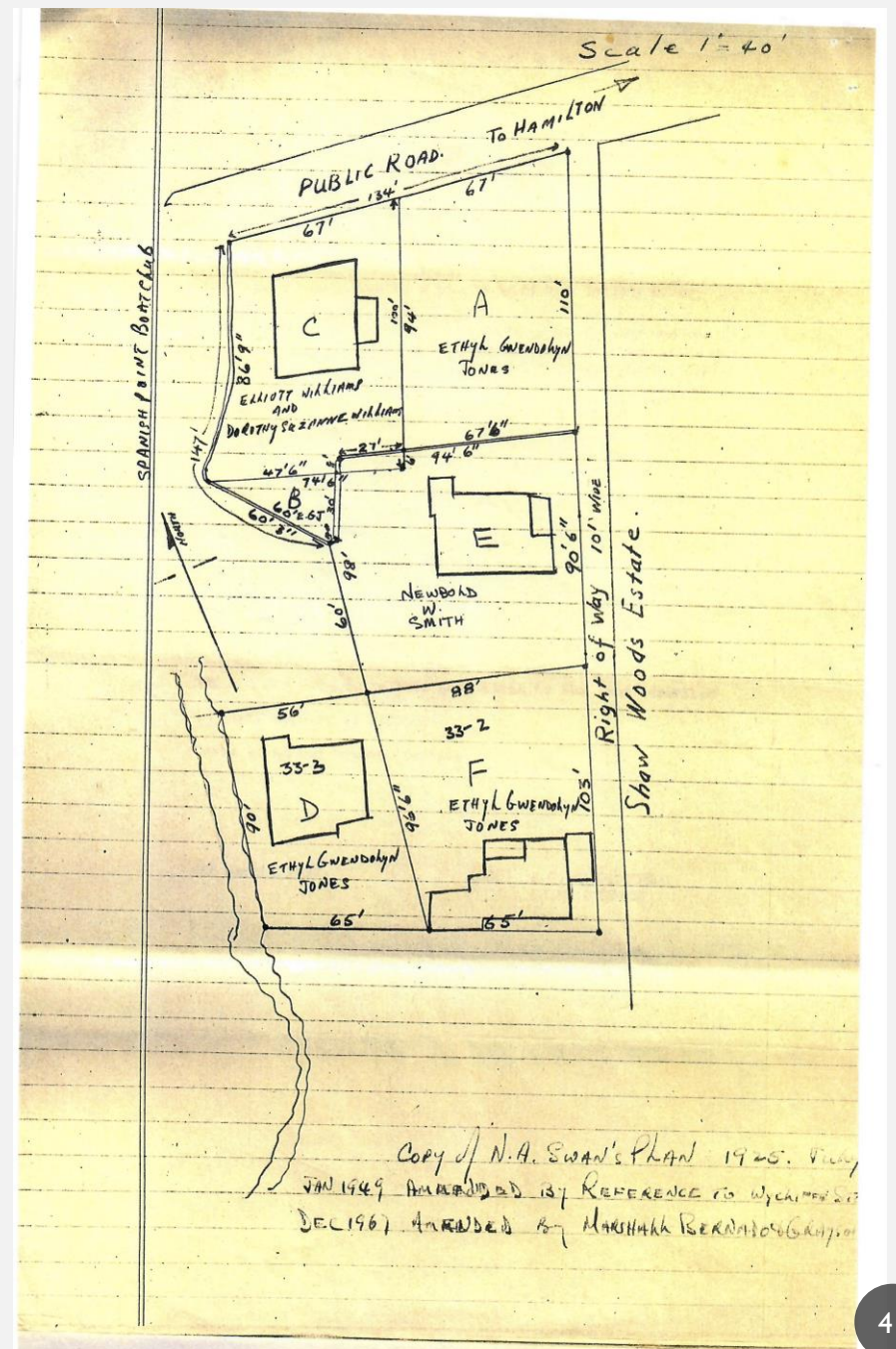
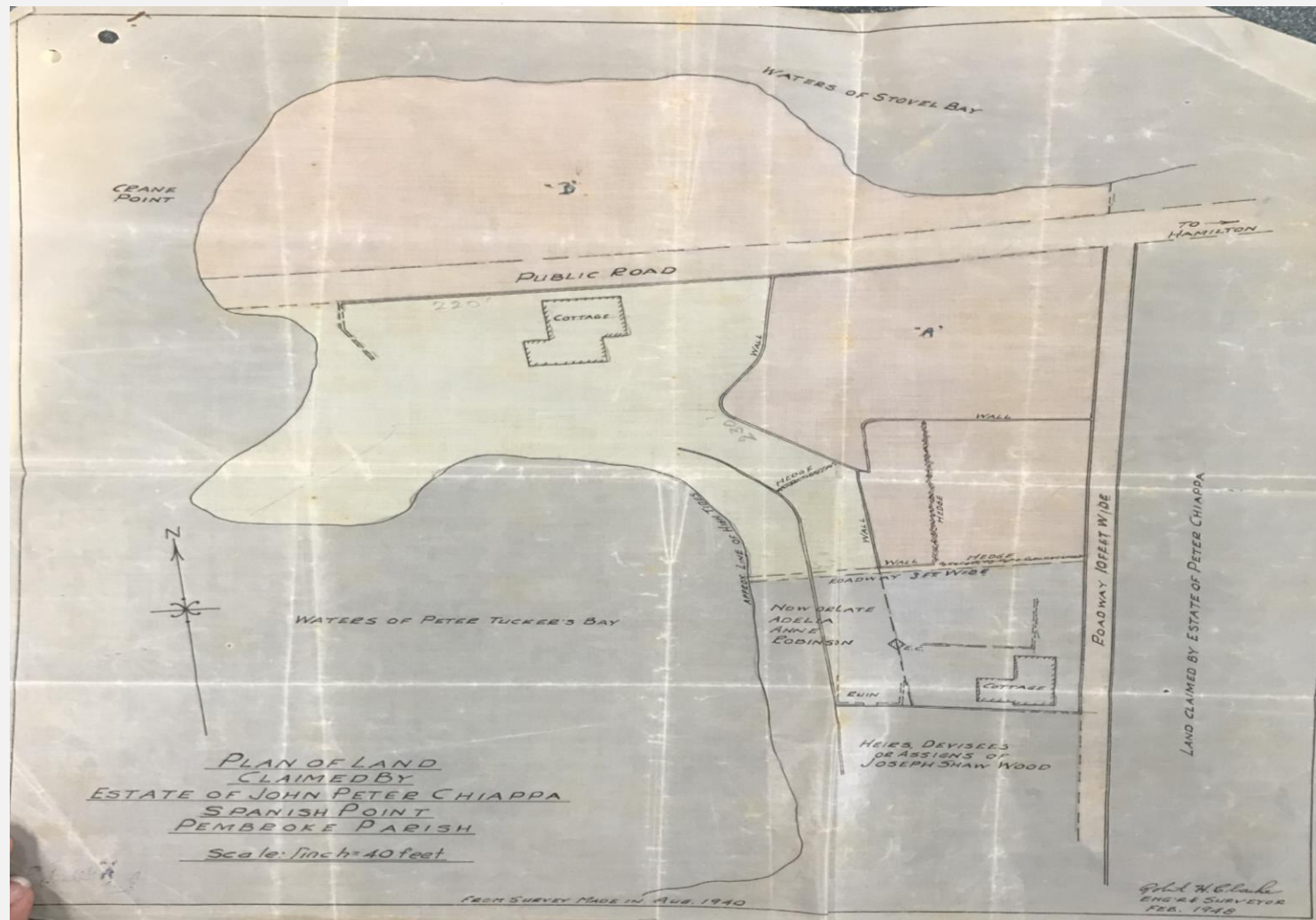
1. The Plaintiff is entitled to the possession of all that certain lot or parcel of land situate in Pembroke Parish in the Islands of Bermuda delineated and outlined in pink on the plan annexed to an Indenture dated the 9th day of July 1960 and made between Amelia Chiappa of the first part John Peter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

1969 : No. 216

JOHN HENRY DALLAS

Plaintiff

and



1969 VERDICT

- Notice of discontinuation against second, third and fourth defendants dated December 29th, 1971
- The plaintiff later on withdrew his claim against Ethel Jones and Mr. & Mrs. Williams declaring that they had proper title to their land

IN THE SUPREME COURT OF BERMUDA

1969 : No. 216

BETWEEN:

JOHN HENRY DALLAS

Plaintiff

and

ETHEL JONES

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

and

NEWBOLD W. SMITH

Second Defendant

and

HEMAN MONTGOMERY BASCOMBE SMITH

Third Defendant

and

CARLTON K. WELLMAN

Fourth Defendant

and

ELLIOTT WILLIAMS and DOROTHY SUZANNE WILLIAMS

Fifth Defendants

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

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

Dated the 29th day of December 1971.

Appleby Spurling & Kempe

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

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

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

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

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

Question of ownership of Spanish Point land

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

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

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

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

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

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

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

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

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

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

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

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

SPANISH POINT LAND OWNERSHIP AGREED

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

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

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

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

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

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

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

Mr. Robert H. Clarke, who

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

He agreed that there was some difficulty in determining the ownership of land in that area.

"I have never been happy about that entire area with claims and counter-claims all along the line," he said.

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

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

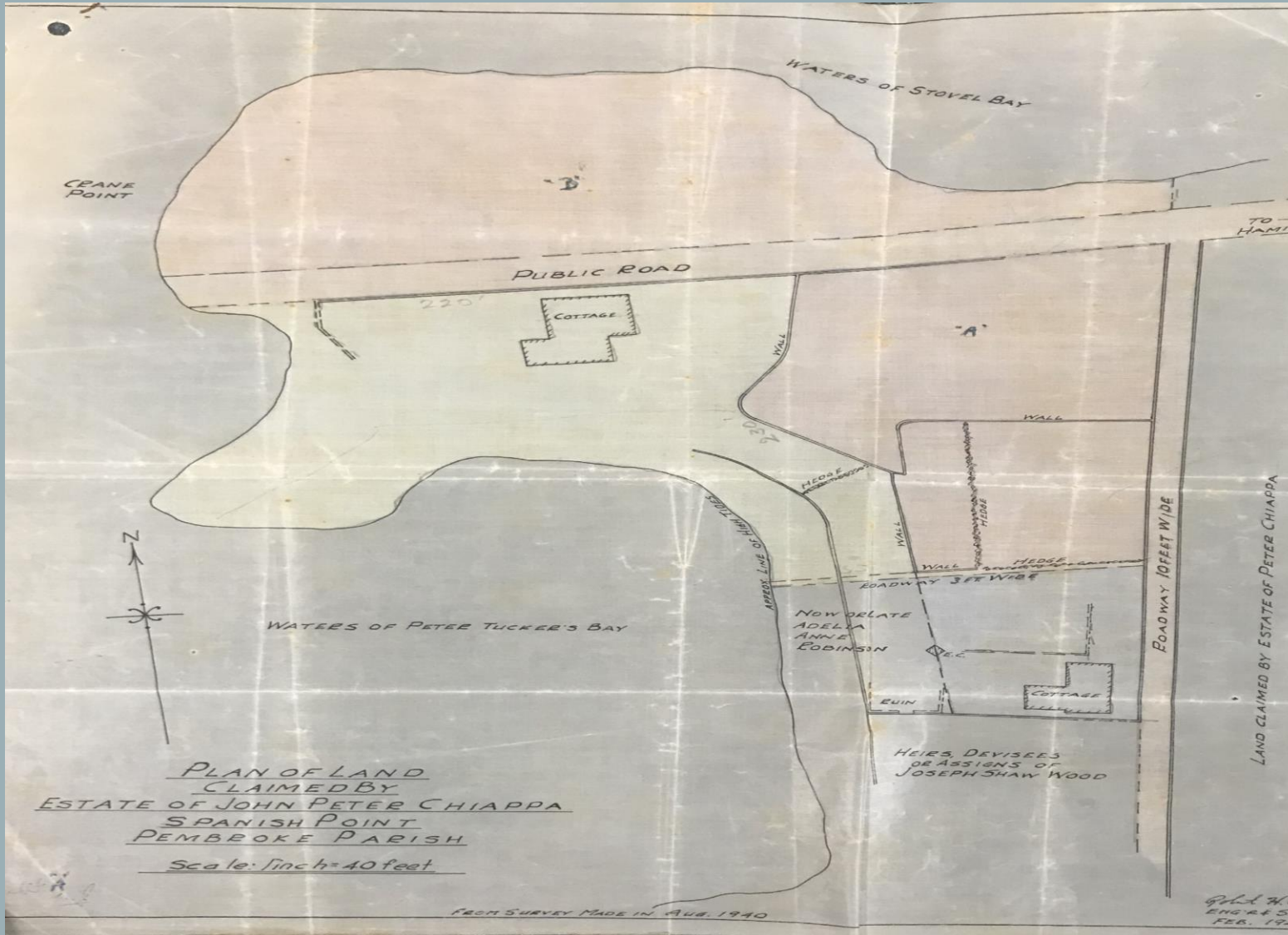
He also said that he paid parish taxes for the property up to 1971.

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

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

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

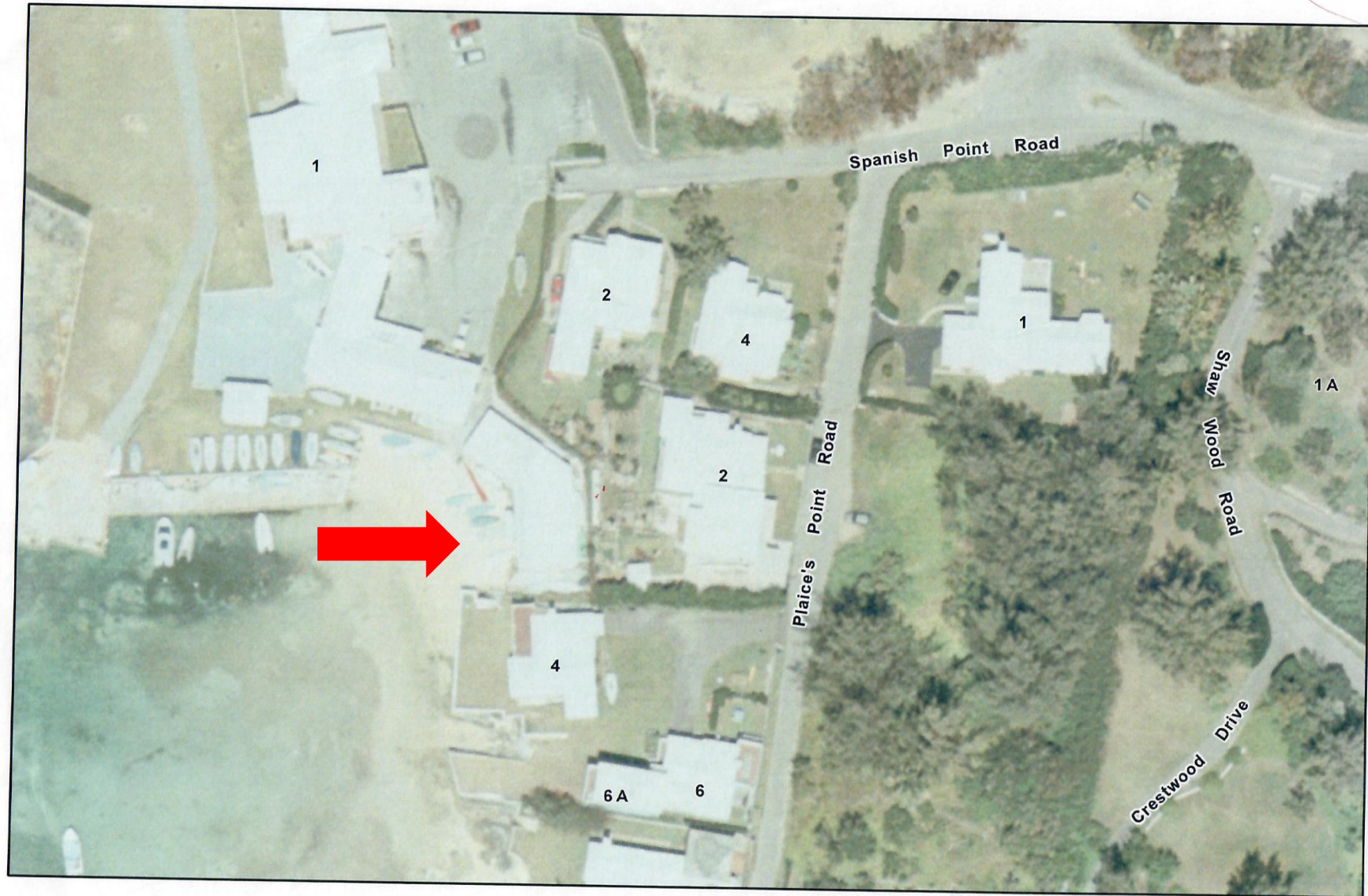
It was after the luncheon adjournment that Mr. Brewster made his application, saying that the plaintiff accepted that the two defendants had a proper title to the land in dispute.



The Chiappa family claimed that they owned all of the land in the map produced for the Supreme Court case in 1946, and it was discovered in subsequent court cases that they did not.

The question then remains, how is it that the Spanish Boat Club have claimed the portion of land in front of our property, when this parcel of land stems from the 1888 Deed of Gift from Jeremiah Hinson?

CIRCLING BACK TO THE AREA IN QUESTION



GOVERNMENT OF BERMUDA
Ministry of Public Works
Department of Land Surveys and Registration

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Aerial Imagery Date: 1997



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SPANISH POINT BOAT CLUB STRUCTURE

- Structure in front of our home that has immensely depreciated the value of our property.
- Based upon the evidence produced, we would respectfully request for the Commission to recommend for the property to be rightfully returned back to the family

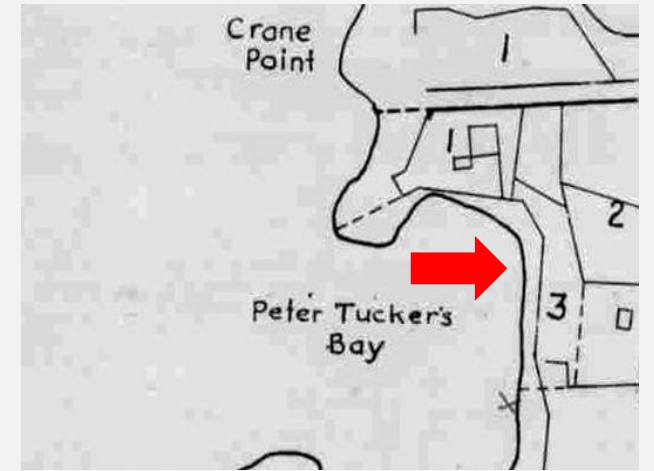


Exhibit T

THANK YOU

- The information in this presentation has been pulled from a number of resources.
- Our family would like to thank these individuals for all of their assistance:
 - Mrs. Judith Chambers
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 - Nikki and Ellen Jane Hollis at the Bermuda National Library
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