

Presentation to the Commission of Inquiry into Historic Losses of Land in Bermuda



A Claim by the Beneficiaries of the will of John Augustus Alexander Virgil, who died 17th January 1972 regarding Real Estate at Spring Benny, Sandys Bermuda, including Spring Benny Road, Spring Benny Drive and Spring Benny Lane.

November 25, 2020

Our Purpose

Tell our story and show

- 1. Parties conspired to execute a plan**
- 2. Two major transactions are fraudulent**
- 3. Major players partnered to obstruct justice**
- 4. Present what we have and share our conclusions**



In Memory of C. Walton Brown Jr. JP, MP

***July 4, 2014 address to the Bermuda House of
Assembly regarding the need for a Commission of
Inquiry into Historic Losses of Land in Bermuda.***

Our beloved Brother

A Land Grab Story

Three Parts

1. 1885 - 1961

2. Two Transactions

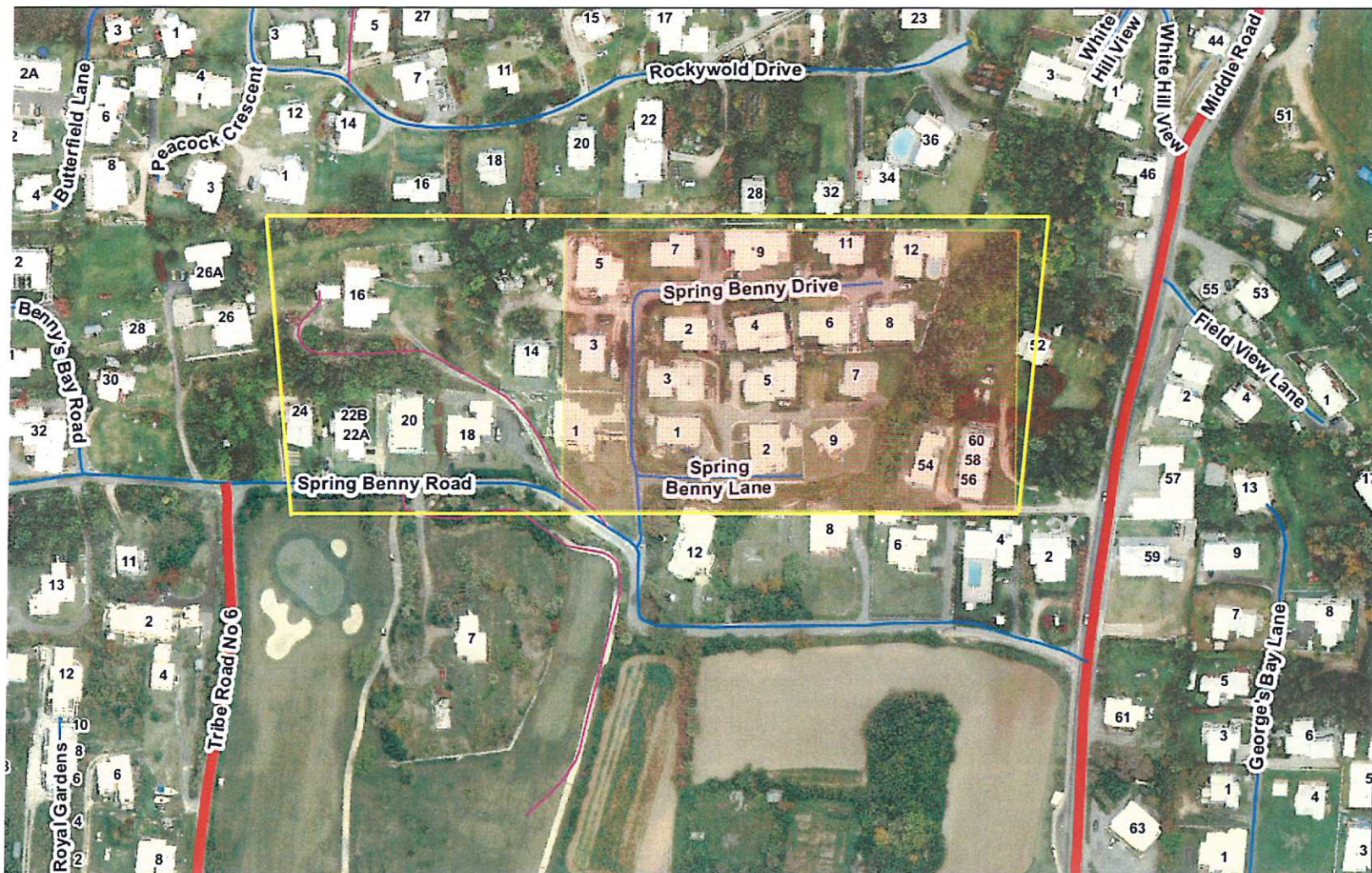
➤ **1961 - 1962**

➤ **1968 – 1969**

3. The pursuit of justice; 1972 - today



The Virgil Property in Spring Benny



- This highlighted area of land is approximately seven acres is the subject of this story.
- Approximately four acres of this property was bequeathed to seven Beneficiaries by their Uncle John Augustus Alexander Virgil.
- Mrs. Barbara Brown who is 88-years old has relentlessly led this property fight for over 48 years.

The Players and Acquaintances



Sole Executor of the Will



Lawyers for John A. A. Virgil



Eric Arthur Jones.
Family Lawyer



David Wilkinson,
Counsel, Cox Hallett & Wilkinson
Speaker - House of Assembly



Robert H. Motyer, Senior Counsel
Appleby Spurling and Kempe.



Russell L. Pearman, JP,
MCP, Real Estate Agent



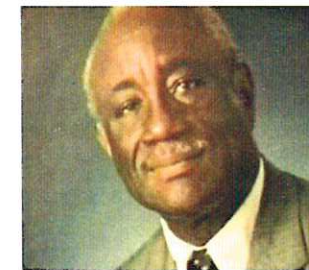
Edward E.T. Richards, JP
MP., former Premier



John W. Swan, Realtor
and former Premier



John Alfred Virgil from Somerset.
A first cousin to John A. A. Virgil



Arnold Francis,
Lawyer, John W. Swan Ltd.



Leslie Earl Ming.
Associate at John W. Swan Ltd.

Three Critical Reports

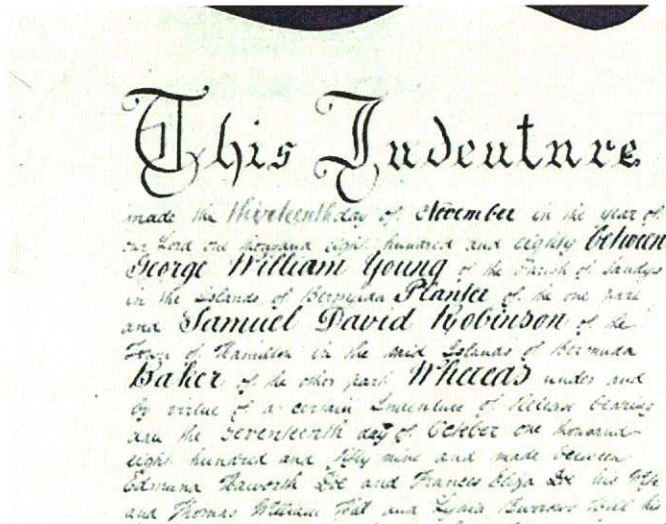
- 1. Bermuda Police Report 1976**
- 2. Bank of Butterfield Report – 1978**
- 3. Bermuda Caribbean Engineering Consultants Ltd. Report 1996**

Transition of Title 1880 – 1885

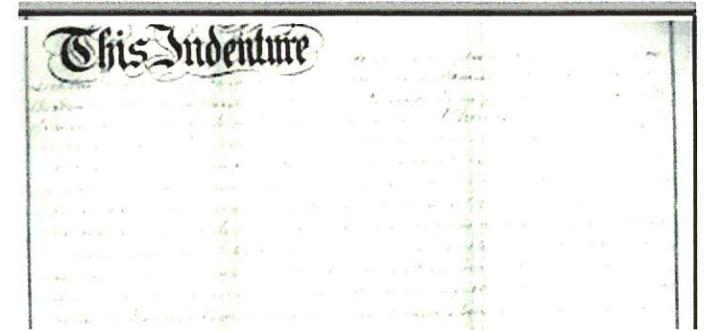
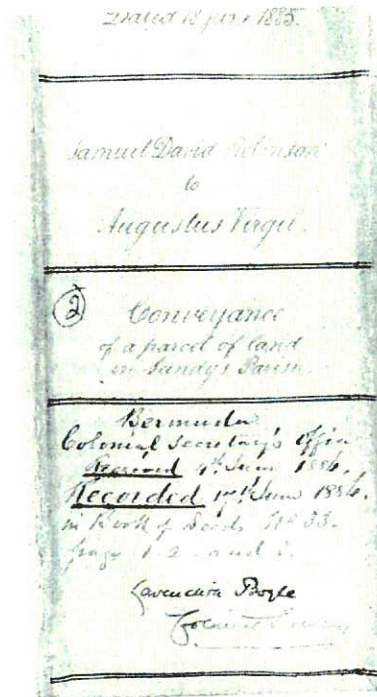
13th November 1880



This Indenture made the thirteenth day of November in the year of our Lord one thousand eight hundred and eighty (1880) between George William Young and Samuel David Robinson



18th June 1885



This Indenture made the eighteenth day of June in the year of our Lord One thousand eight hundred and eighty-five (1885) between Samuel David Robinson and Augustus Virgil

The Original Deeds are still in the possession of the beneficiaries till this day.

OWNERSHIP FOLLOWING CONVEYANCE
DATED 18TH JUNE 1885



Now or formerly Estate of
the Reverend Robert Hoare

Now or formerly Joseph Roberts

Now or formerly Estate of
John Seymour Burrows
(the elder)

Augustus Virgil
7 acres more or less

Now or formerly Estate
of Lydia Burrows

Now of formerly Estate of Anne Pearman Outerbridge



**OWNERSHIP IMMEDIATELY FOLLOWING DEATH OF
AUGUSTUS VIRGIL ON 25TH APRIL 1926**

Now or formerly the Estate of the
Reverend Robert Hoare

Now or formerly Joseph Roberts

Elizabeth Virgil - Life Interest

Lansdown Murray Virgil	1/8 share
Dora Elizabeth Simmons	1/8 share
Diana Mary Virgil	1/8 share
Thalia Anne Virgil	1/8 share
Mabel Maud Virgil	1/8 share
Harriet Agatha Simmons	1/8 share
Ida Melissa Henry	1/8 share
Elizabeth Maria Carter	1/8 share

Now or formerly Estate of
John Seymour Burrows
(the elder)

Now or formerly Estate
of Lydia Burrows

Now of formerly Estate of Anne Pearman Outerbridge



**OWNERSHIP IMMEDIATELY FOLLOWING DEATH OF
DIANA MARY VIRGIL ON 13TH MARCH 1929**

Now or formerly the Estate of
the Reverend Robert Hoare

Now or formerly Joseph Roberts

Elizabeth Virgil - Life Interest

<i>Lansdown Murray Virgil</i>	<i>2/8 share</i>
Dora Elizabeth Simmons	1/8 share
Thalia Anne Virgil	1/8 share
Mabel Maud Virgil	1/8 share
Harriet Agatha Simmons	1/8 share
Ida Melissa Henry	1/8 share
Elizabeth Maria Carter	1/8 share

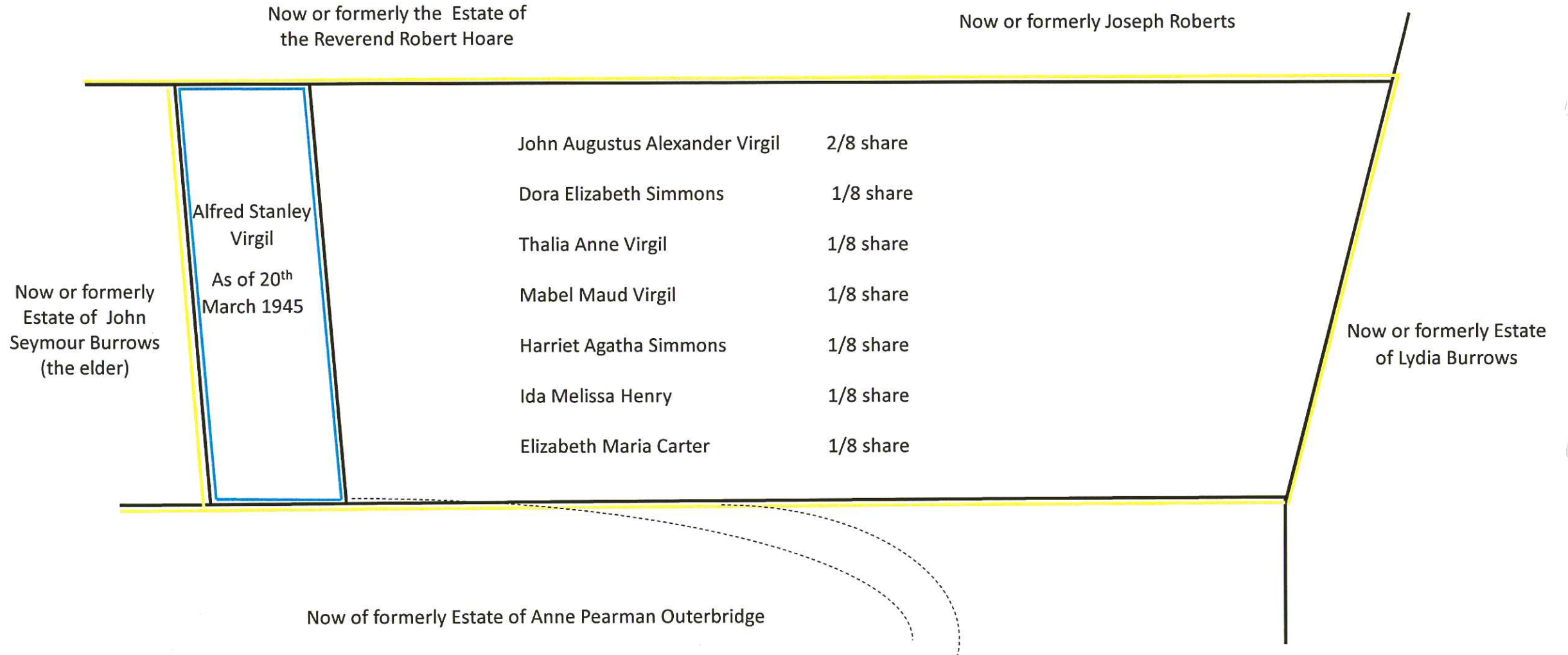
Now or formerly
Estate of John
Seymour Burrows
(the elder)

Now or formerly Estate
of Lydia Burrows

Now of formerly Estate of Anne Pearman Outerbridge

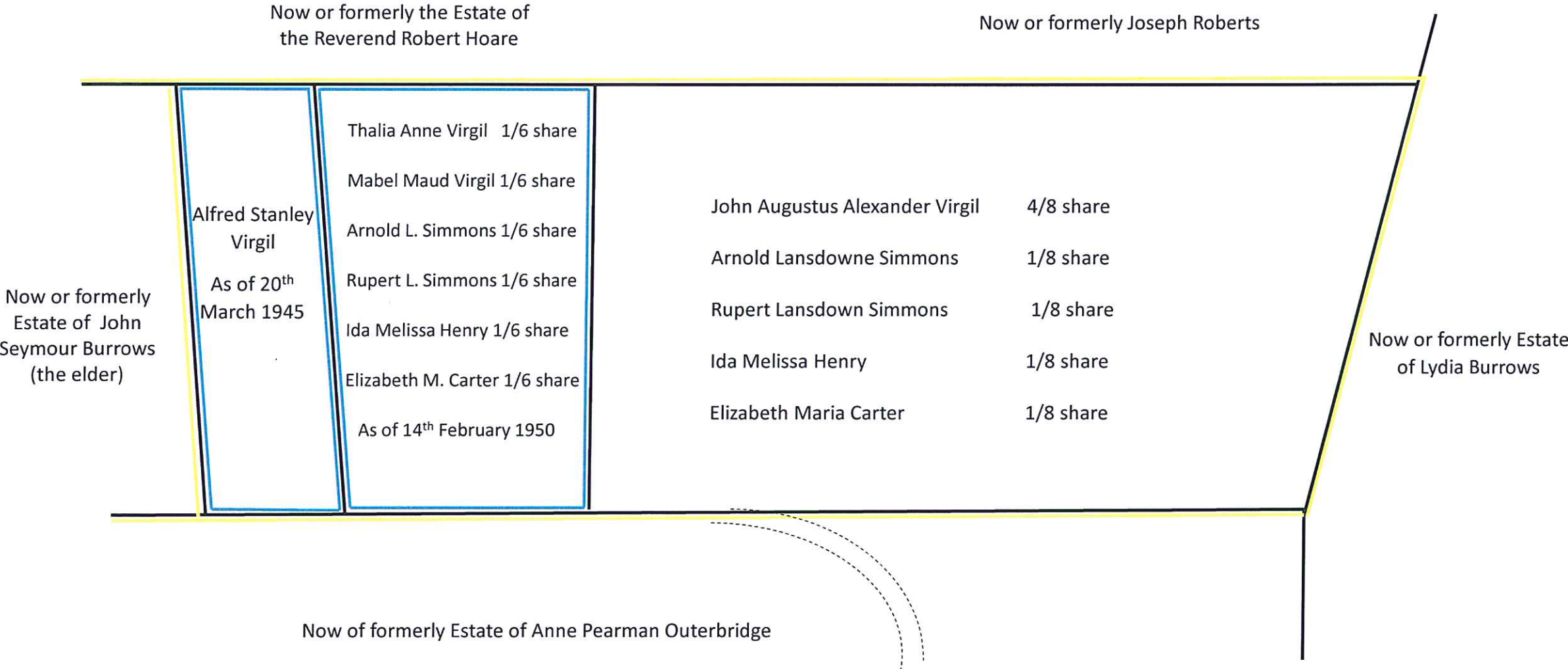


**OWNERSHIP FOLLOWING CONVEYANCE
DATED 20TH MARCH 1945**





**OWNERSHIP FOLLOWING DEEDS OF PARTITION
DATED FEBRUARY 14, 1950**



Now or formerly the Estate of
the Reverend Robert Hoare

Now or formerly Joseph Roberts

Now or formerly
Estate of John
Seymour Burrows
(the elder)

Alfred Stanley
Virgil
As of 20th
March 1945

Thalia Anne Virgil 1/6 share
Mabel Maud Virgil 1/6 share
Arnold L. Simmons 1/6 share
Rupert L. Simmons 1/6 share
Ida Melissa Henry 1/6 share
Elizabeth M. Carter 1/6 share
As of 14th February 1950

John Augustus Alexander Virgil 4/8 share
Arnold Lansdowne Simmons 1/8 share
Rupert Lansdown Simmons 1/8 share
Ida Melissa Henry 1/8 share
Elizabeth Maria Carter 1/8 share

Now or formerly Estate
of Lydia Burrows

Now of formerly Estate of Anne Pearman Outerbridge

December 9, 1961

to

January 1962

The Southern Portion

The Indenture of December 9, 1961

The Opening

T H I S I N D E N T U R E made the Ninth day of December One thousand nine hundred and sixty-one Between IDA MELISSA HENRY of 1097 Park Place, Brooklyn 23, New York City in the State of New York, one of the United States of America the wife of William Henry of the First Part ELIZABETH MARIA CARTER of 573 Jefferson Avenue, Brooklyn, New York City aforesaid the wife of Thomas Carter of the Second Part RUPERT LANSLOWNE SIMMONS of Sandys Parish in the Islands of Bermuda Longshoreman of the Third Part ARNOLD LANSLOWNE SIMMONS of Sandys Parish aforesaid Gardener and GRACE LILLIAN SIMMONS his wife both of the Fourth Part and JOHN AUGUSTUS ALEXANDER VIRGIL of Pembroke Parish in the Islands aforesaid Tailor of the Fifth Part WHEREAS by an Indenture dated the Eighteenth day of June One thousand eight hundred and eighty-five (recorded in Book of Deeds No. 33 Page 1) made between Samuel David Robinson of the one part and Augustus Virgil of the other part the parcel of land hereditaments and premises comprising seven acres or thereabouts



John Augustus Alexander Virgil

- Five family members laying out the terms as of December 9, 1961. The Indenture covers 77 years of family ownership and is rooted in deeds dated 18th June 1885.
- This granted John Augustus Alexander Virgil full and complete ownership of the four acres of property.

The Indenture of December 9, 1961

continues

or knowingly suffered to the contrary they the said Ida Melissa Henry Elizabeth Maria Carter Rupert Lansdowne Simmons and Arnold Lansdowne Simons respectively now have good right to grant and release and the said Grace Lillian Simons to release the said shares of and in the said lot of land hereditaments and premises and every part thereof unto and to the use of the said John Augustus Alexander Virgil his heirs and assigns in manner aforesaid AND THAT the said John Augustus Alexander Virgil his heirs and assigns shall and may at all times hereafter peaceably and quietly possess and enjoy the said lot of land hereditaments and premises and receive the rents and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the said Ida Melissa Henry Elizabeth Maria

The Indenture of December 9, 1961

The Closing

WITNESSES.

Signed Sealed and Delivered by)
the above named Rupert Lansdowne) (Signed) Rupert Simmons
Simmons in the presence of:)

(Signed) E.A. Jones

(Signed) Patricia Stowe

WITNESSES.

Signed Sealed and Delivered by)
the above named Arnold Lansdowne) (Signed) Arnold L. Simons
Simons in the presence of:)

(Signed) E.A. Jones

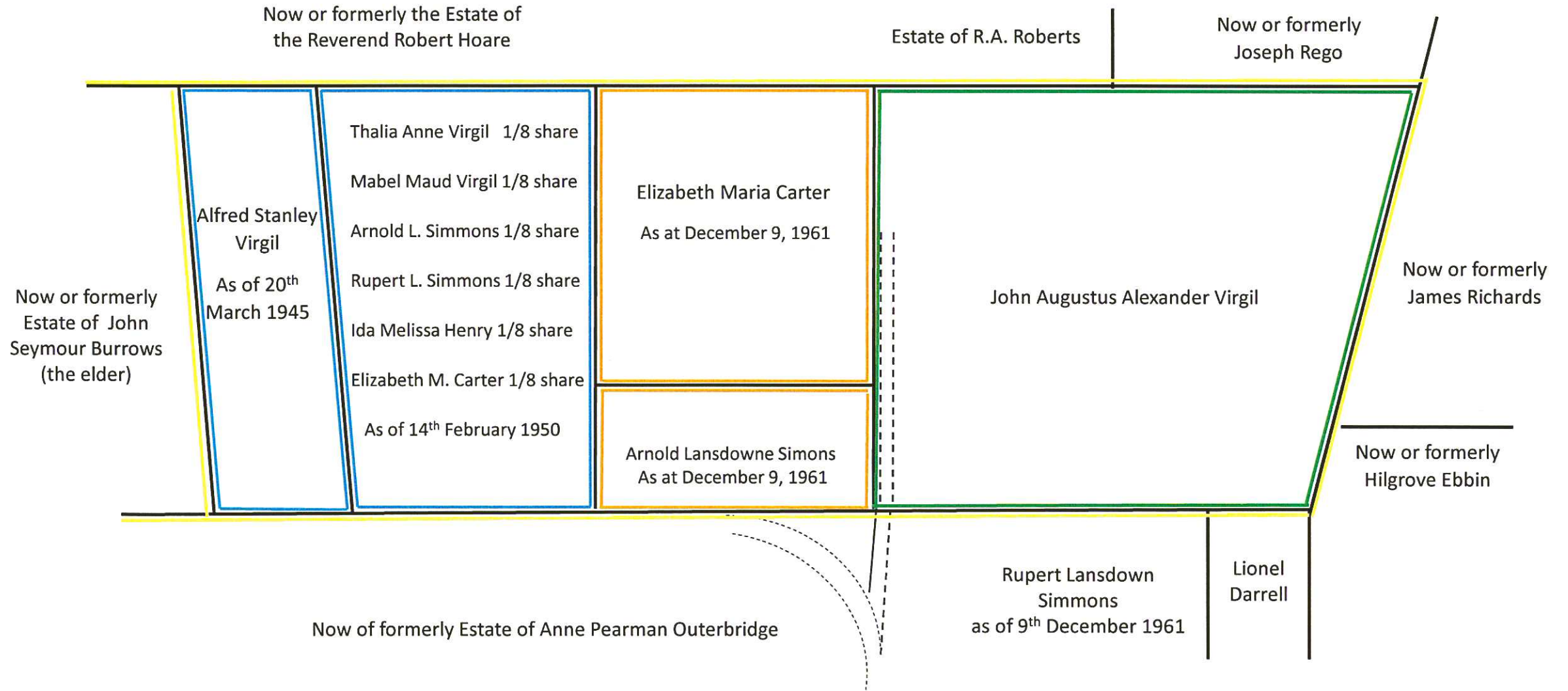
(Signed) Patricia Stowe

WITNESSES.

- An Indenture that confirms John Augustus Alexander Virgil as the outright and sole owner of the Lot 4 as of December 9, 1961.
- Eric A. Jones, family lawyer was one of the witnesses to the transaction.
- This transaction is not in dispute.
- At this time Robert Motyer of Appleby, Family Lawyer Eric A. Jones and First Cousin John Alfred Virgil, from Somerset were forming a covenant for this property.



OWNERSHIP FOLLOWING DEEDS OF PARTITION DATED DECEMBER 9TH 1961



Eric A. Jones to Ida Melissa Henry
December 12, 1961

ERIC A. JONES (C.B. (LON))
Barrister-at-Law
P. O. BOX NO 155
TELEPHONE 4150

*Burnaby House,
Burnaby Street,
Hamilton, Bermuda.*

12th December, 1961.

Mrs. Ida Melissa Henry,
1095 Park Place,
Brooklyn 13,
New York.

Dear Mrs. Henry,

On instructions from your nephew, Mr. Arnold Simons, I am delivering herewith five Deeds of Partition and three Deeds of Conveyance for execution by you and your sister, Mrs. Elizabeth Maria Carter. I am also enclosing herewith a set of instructions for you and Mrs. Carter respectively on the procedure to be followed by you for the execution of the Deeds. Would you please read your respective instructions very carefully, and follow the procedure therein explained. I would very strongly suggest that you and Mrs. Carter arrange to visit the Notary Public's Office together.

Mr. Simons has instructed me to request that the Deeds be returned to me as early as possible. We have unfortunately lost much time owing to the Surveyor's tardiness in completing his survey. However I am hopeful that we may still be able to complete this transfer in sufficient time so that you and Mrs. Carter may receive the balance of purchase money due to each of you, before Christmas. If you will endeavour to return the Deeds so that they will arrive in Bermuda no later than Wednesday the 20th December inst., then I will guarantee you that the balance due to you and Mrs. Carter respectively will be cabled to you by no later date than the 22nd inst.

Mr. Simons is writing a letter to you concerning these deeds under separate cover, and I hope that it will arrive at the same time as the documents. I trust that you will find everything satisfactory, and that you will be able to expedite return of the deeds to me as requested. I thank you in anticipation, and remain,

Yours faithfully,

E. A. Jones
E. A. Jones.

Mrs. Ida Melissa Henry
1095 Park Place,
Brooklyn 13,
New York

Burnaby House
Burnaby Street
Hamilton, Bermuda
12th December, 1961

1. On instructions from your nephew, Mr. Arnold Simons, I am delivering herewith five Deeds of Partition and three Deeds of Conveyance for execution by you and your sister, Mrs. Elizabeth Maria Carter.
2. I am also enclosing herewith a set of instructions for you and Mrs. Carter respectively on the procedure to be followed by you for the execution of the Deeds.
3. Would you please read your respective instructions very carefully, and follow the procedure therein explained. I would very strongly suggest that you and Mrs. Carter arrange to visit the Notary Public's Office together.
4. Mr. Simons has instructed me to request that the deeds be returned to my address. This will help to save time. However, I am hopeful that we may still be able to complete this transfer in sufficient time so that you and Mrs. Carter may receive the balance of purchase money due to each of you, before Christmas.
5. If you will endeavor to return the Deeds to me so that they will arrive in Bermuda no later than Wednesday the 20th December inst., I will guarantee you that the balance due to you and Mrs. Carter respectively will be cabled to you by no later than the 22nd inst.
6. Mr. Simons is writing a letter to you concerning these deeds under separate cover, and I hope it will arrive at the same time as the documents. I trust that you will find everything satisfactory, and that you will be able to expedite return of the deeds to me as requested. I thank you in anticipation, and remain,

Yours faithfully,
E.A. Jones

**Eric A. Jones to Ida Melissa Henry
December 22, 1961**

ERIC A. JONES LLB (LON)
Barrister-at-Law
P.O. BOX N^o 155
TELEPHONE 4150

*Burnaby House,
Burnaby Street,
Hamilton Bermuda*

22nd December, 1961

Mrs. Ida M. Henry,
1097 Park Place,
Brooklyn 13,
New York,
U. S. A.

Dear Madam,

Please find enclosed herewith the equivalent in dollars of £900.0.0, being the balance of the purchase price of the lot of land numbered One (1) on the partition plan of the Estate of Augustus Virgil, which you have recently conveyed to me.

I had intended to cable this money to you, but on being informed that your New York Banks are closed on Saturday and that you would consequently not receive the money before the holiday, I decided to send it by ordinary draft. I trust that you may yet receive the draft before the holiday, and extending to you the seasons greetings, I remain,

Yours faithfully,
E. A. Jones
E. A. Jones.

ERIC A. JONES LLB (LON)
Barrister-at-Law

P.O. BOX N^o 155

TELEPHONE 4150

*Burnaby House,
Burnaby Street,
Hamilton Bermuda*

Mrs. Ida Melissa
Henry
1097 Park Place,
Brooklyn 13,
New York

22nd December 1961.

1. Please find enclosed herewith the equivalent in dollars of £900.0.0 being the balance of the purchase price of the lot of land numbered One (1) on the partition plan of the Estate of Augustus Virgil, which you have recently conveyed to me.
2. I had intended to cable this money to you, but on being informed that your New York Banks are closed on Saturday.....I decided to send it by ordinary draft.....I remain,

Yours faithfully,
E.A. Jones

Eric A. Jones and the Southern Portion - January 24th 1962



1. John Augustus Alexander Virgil was not in good health and was living with his niece, Barbara Brown at this time.
2. In April 1969, David Wilkinson, represented to the Registrar General that there is a 'conveyance' dated January 24, 1962 where John Augustus Alexander Virgil 'conveyed' property to Eric Arthur Jones and his wife.
3. There is no sales agreement or indenture or other conveyance on or around January 24, 1962.
4. Seven years passed between the 'transaction' and filing with the authorities on April 15, 1969.
5. The Bank investigation into the indenture to support this transaction reported "Please note that (this) Indenture has not been produced to us; it is missing, but we have no reason to doubt its existence."



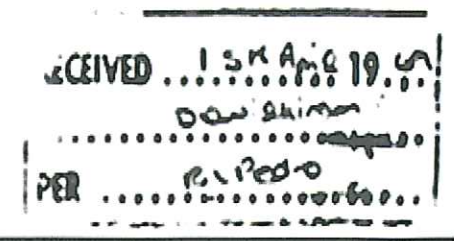
MEMORANDUM

from the Office of the Registrar General – Government of Bermuda

By an Indenture dated the --24th--day of January --**One thousand nine hundred and sixty-two** and made between the within-named **John Augustus Alexander Virgil** and **Eric Arthur Jones** and Hedwig Elizabeth Jones his wife both of the other part the Southern portion of the lot of land within-described in the second schedule within-written measuring Northwesterly Three hundred and forty one feet (341') Northeasterly along two straight lines Seventy-three feet (73') and Eighty-seven feet (87') respectively Southeasterly along two parallel straight lines Fifty-eight feet (58') and Two hundred and twenty-six feet (226') respectively and Southwesterly along two parallel straight lines One hundred feet (100') and Sixty feet (60') respectively for the consideration therein mentioned was *conveyed to the said Eric Arthur Jones and Hedwig Elizabeth Jones their heirs and assigns forever.*

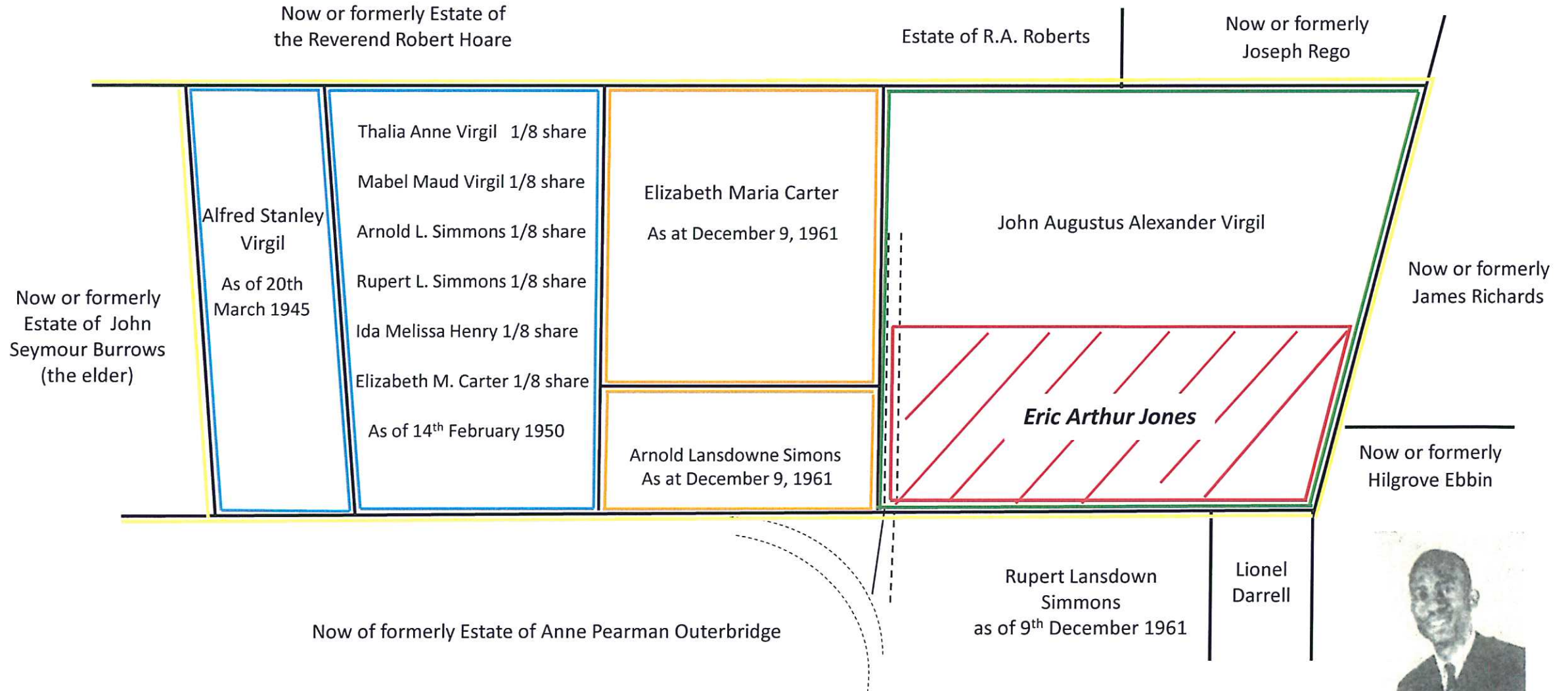
(Signed) E.A. Jones
Attorney for the Purchaser

RECORDED: 7th April, 1969
VALERIE SCOTT
ACTING REGISTRAR GENERAL: mw



- Several transactions are dated April 15, 1969

**CLAIM OF OWNERSHIP
AS OF 24TH JANUARY 1962
By ERIC A. JONES**



Schedule of Conveyances From December 9, 1961



Eric Arthur Jones

1. Eric Jones drafted conveyances for weeks leading up to the date of the missing indenture of January 24, 1962.
2. Six conveyances were prepared by Eric A. Jones for various lots from the Southern portion between December 9, 1961 and January 24, 1962. John Alfred signed off on quite a few himself. Motyer was the Engineer.
3. Presumably these were prepared by Counsel and filed with the relevant Parish Vestry Office. And this presumed its authenticity.

Date	From	To	Lawyer
December 9, 1961	Julien Cornelius Jones	John Alfred Virgil	Eric A. Jones
December 19, 1961	Eric A. Jones	Eric A. Jones and Elizabeth Hedwig Jones	Eric A. Jones
December 20, 1961	Eric A. Jones	Julien Cornelius Jones	Eric A. Jones
December 28, 1961	Eric A. Jones	Eric A. Jones and Elizabeth Hedwig Jones	Eric A. Jones
January 23, 1962	Eric A. Jones and Elizabeth Hedwig Jones	John Alfred Virgil	Eric A. Jones
January 23, 1962	Eric A. Jones and Elizabeth Hedwig Jones	John Alfred Virgil	Eric A. Jones
June 14, 1962	Eric A. Jones and Elizabeth Hedwig Jones	Robert Clayton Shirley and Joan Marilyn Smith	Eric A. Jones
October 16, 1962	Eric A. Jones and Elizabeth Hedwig Jones	Vivian DaCosta Sweeting and Gloria Yvonne Sweeting	Eric A. Jones
June 28, 1963	Vivian DaCosta Sweeting and Gloria Yvonne Sweeting	John Alfred Virgil	Eric A. Jones
April 15, 1966	Eric A. Jones	John Alfred Virgil and Muriel Dorothy Wilhemina Virgil	Eric A. Jones

A Chronology of activity regarding the Southern portion of the Virgil Property at Spring Benny - 1961 to 1964



December 9,
1961

December
12, 1961

December
21, 1961

Dec. 9, 1961 -
Jan. 24, 1962

January 24,
1962

January 26,
1962

Jan 1962 -
April 1966

May
21, 1964

1

2

3

4

5

6

7

8

Virgil Family agrees terms of conveyance to John Augustus Alexander Virgil. Conveying him sole possession of Lot 4 as the Heir and Successor. Family lawyer Eric A. Jones is a witness to the transaction

Family Lawyer Eric A. Jones writes to Ida Melissa Henry and Elizabeth Carter urging them to sign land transfer documents and to send him their deeds to the property.

Eric A. Jones writes to Ida Melissa Henry and Elizabeth Carter and acknowledges the sale of their land to him and accordingly encloses a cheque for £900

Six conveyances are drawn up by Eric A. Jones dividing the Southern portion of the property. John Alfred Virgil from Somerset is heavily involved.

In 1969, some 7 years later, Cox and Wilkinson sends a memo to the Registrar General's Office advising that John Augustus Alexander Virgil conveyed the Southern portion of his land to Eric A. Jones

Robert Motyer, The Engineer, Eric. A. Jones, Family Lawyer and John Virgil, from Somerset (John Alfred) form a Covenant to fraudulently distribute the property.

Four more conveyances are drawn up by Eric A. Jones for various lots further dividing the Southern portion of the property. Again featuring John Alfred Virgil

John Augustus Alexander Virgil has his Will drawn up by Robert Motyer of Appleby Spurling and Kempe based on the 1961 ownership status of the property. Bank of Butterfield was appointed as the Sole Executor.

Issues surrounding the reported conveyance of property from John Augustus Alexander Virgil to Eric Arthur Jones on January 24, 1962



Robert H. Motyer



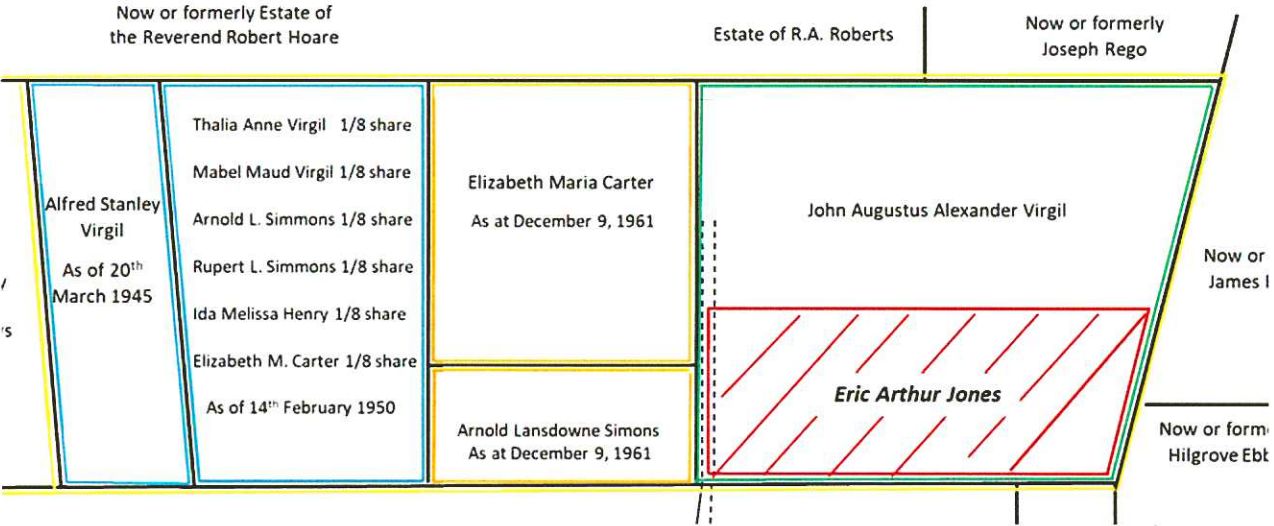
Eric Arthur Jones

10. John Augustus Alexander Virgil lived with his niece from December 1961 through January 1962 and was not in good health.

1. The property had been in the family for over 75 years. Six weeks after John Augustus Alexander Virgil takes sole possession of Lot 4 as the Heir and Successor, the family lawyer claims ownership of half of it.

2. It is not likely or reasonable to expect completion of appropriate documentation to conduct a legal transaction within the six weeks – over Christmas, from December 9, 1961.

9. The Beneficiaries hold the property's Title Deeds. This 'transaction' does not align with the Title Deeds.



3. There is no record of any monies being paid to John Augustus Alexander Virgil for any sale of his property in 1962 to Eric Jones and his wife. And there is no known correspondence linking him to this transaction.

8. Eric Jones, Robert Motyer and John Alfred Virgil established a covenant on January 26, 1962 regarding the future of this property.

4. During the weeks leading up to the date of the missing indenture on January 24, 1962, Jones drafted 6 conveyances and signed off as the lawyer for all of them. It was 'sliced, diced and sold' to others.

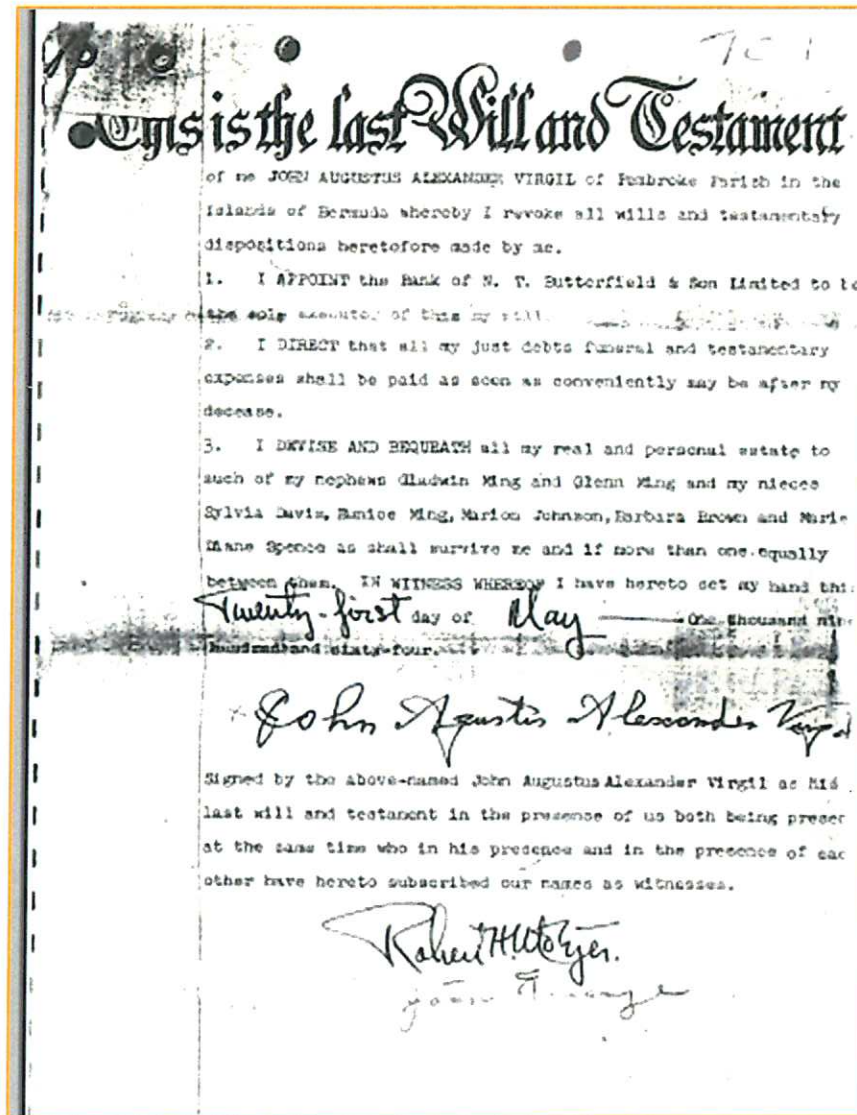
7. The Appleby/Motyer Report, states regarding the Indenture for this transaction: "it is missing, but we have no reason to doubt its existence." To date it has not been produced.

6. The 1978 Appleby Report, commissioned by BETCO was authored by Robert Motyer.



5. The Registrar General received a memo from David Wilkinson dated seven years after the purported sale. The return was received by Wilkinson in time for April 15, 1969

Last Will and Testament 21st May, 1964



John Augustus Alexander Virgil

Last Will and Testament 21st May, 1964
John Augustus Alexander Virgil - Died January 1972
Prepared by Robert H. Motyer, Appleby Spurling & Kempe

Dated 21st May 1964

LAST WILL AND TESTAMENT
 OF
 JOHN AUGUSTUS ALEXANDER VIRGIL

(9)

APPLEBY, SPURLING & KEMPE,
 BARRISTERS-AT-LAW,
 HAMILTON AND ST. GEORGE'S,
 BERMUDA.

701

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.

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 King and Glenn King and my nieces
 Sylvia Davis, Ramice King, 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.

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.

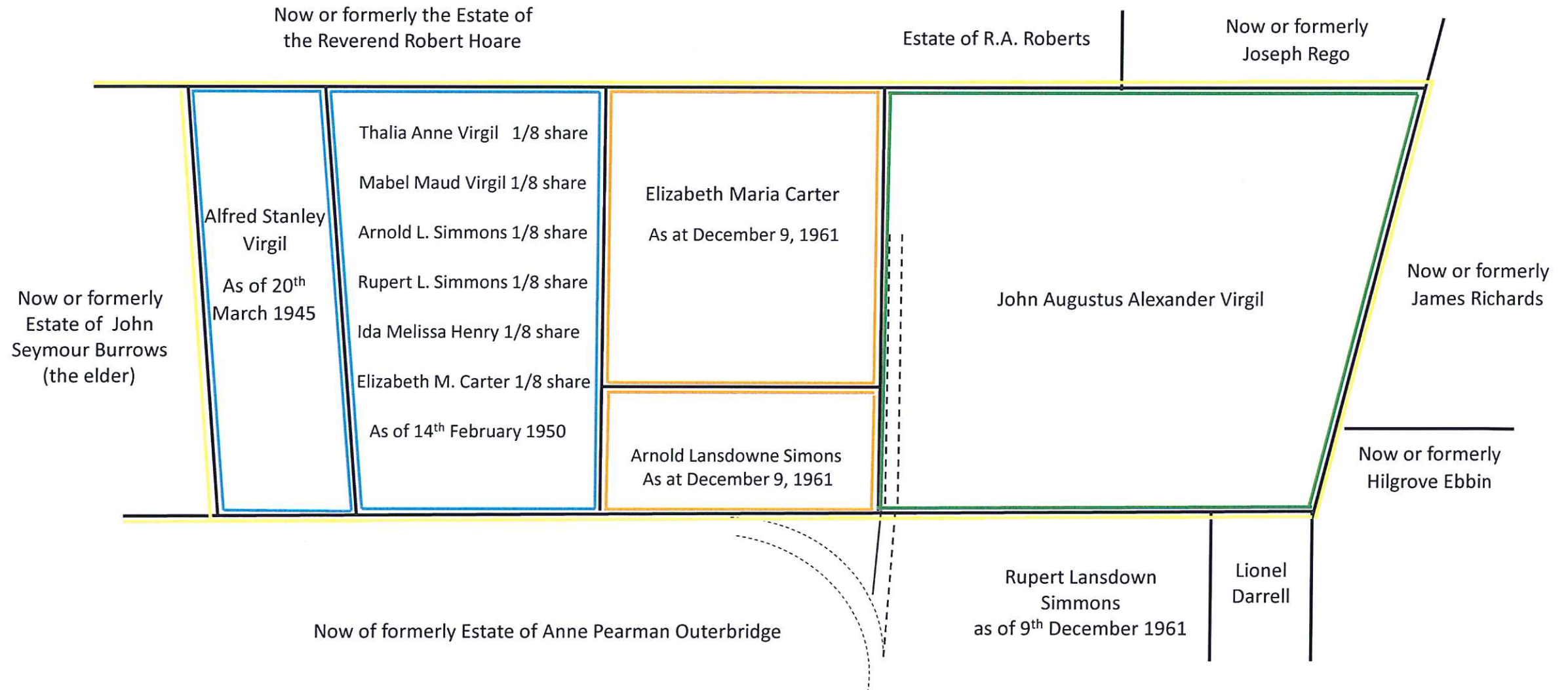
Robert H. Motyer
John Spence



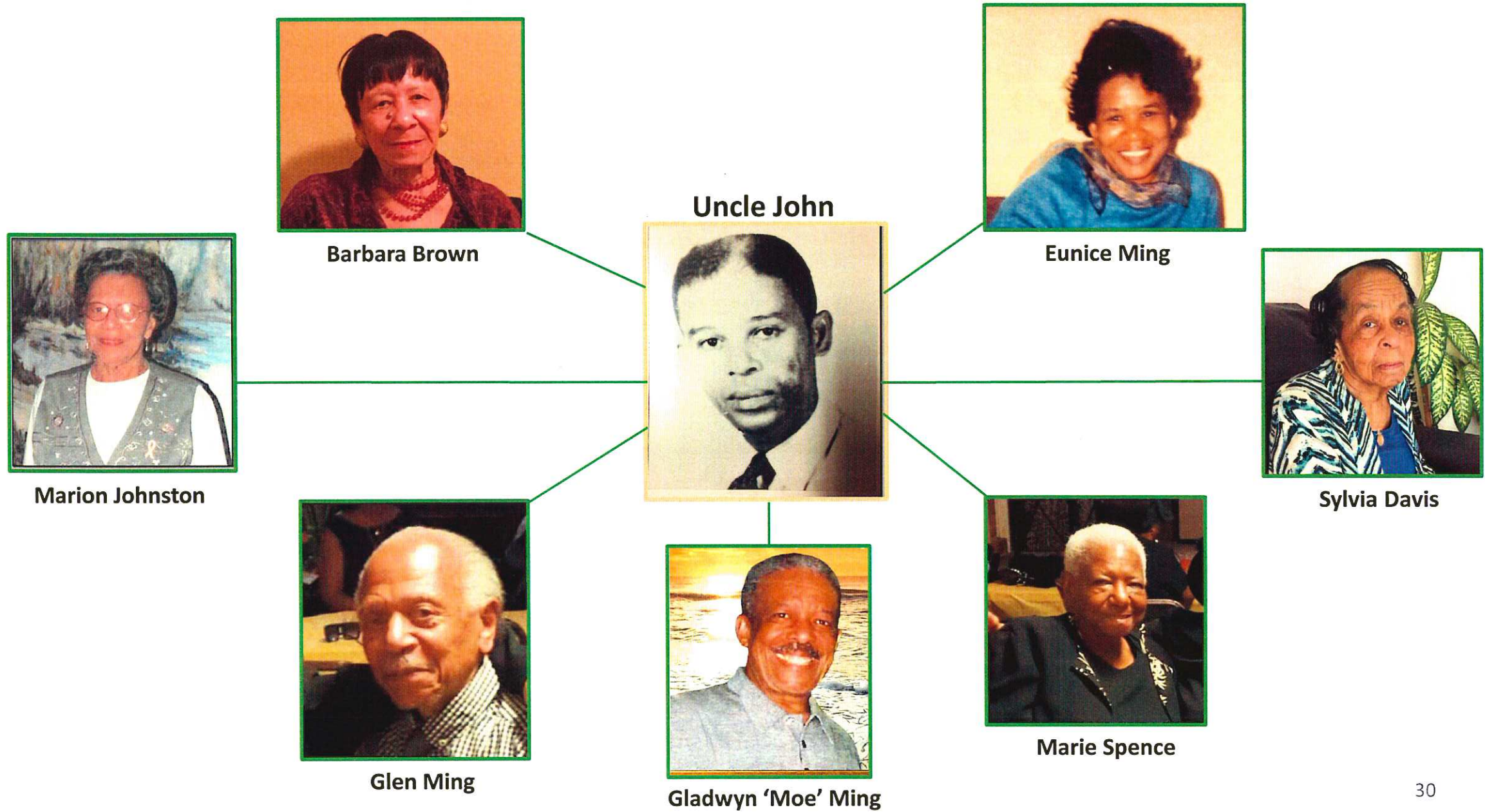
- The Bank of Butterfield, Executor and Trustee Co. Ltd. were the sole Executors of the Will.
- This Will is governed by the Trustee Act 1876 sec. 50.
- Robert Motyer from Appleby was hands on with the 1961/62 fraud surrounding the Southern portion and then signed off on the Will in 1964.



Lay of the Land at the time of his Will
John Augustus Alexander Virgil – Heir and Successor, Sole Owner of Lot 4.



The Seven Beneficiaries as referenced in his Will of May 21, 1964

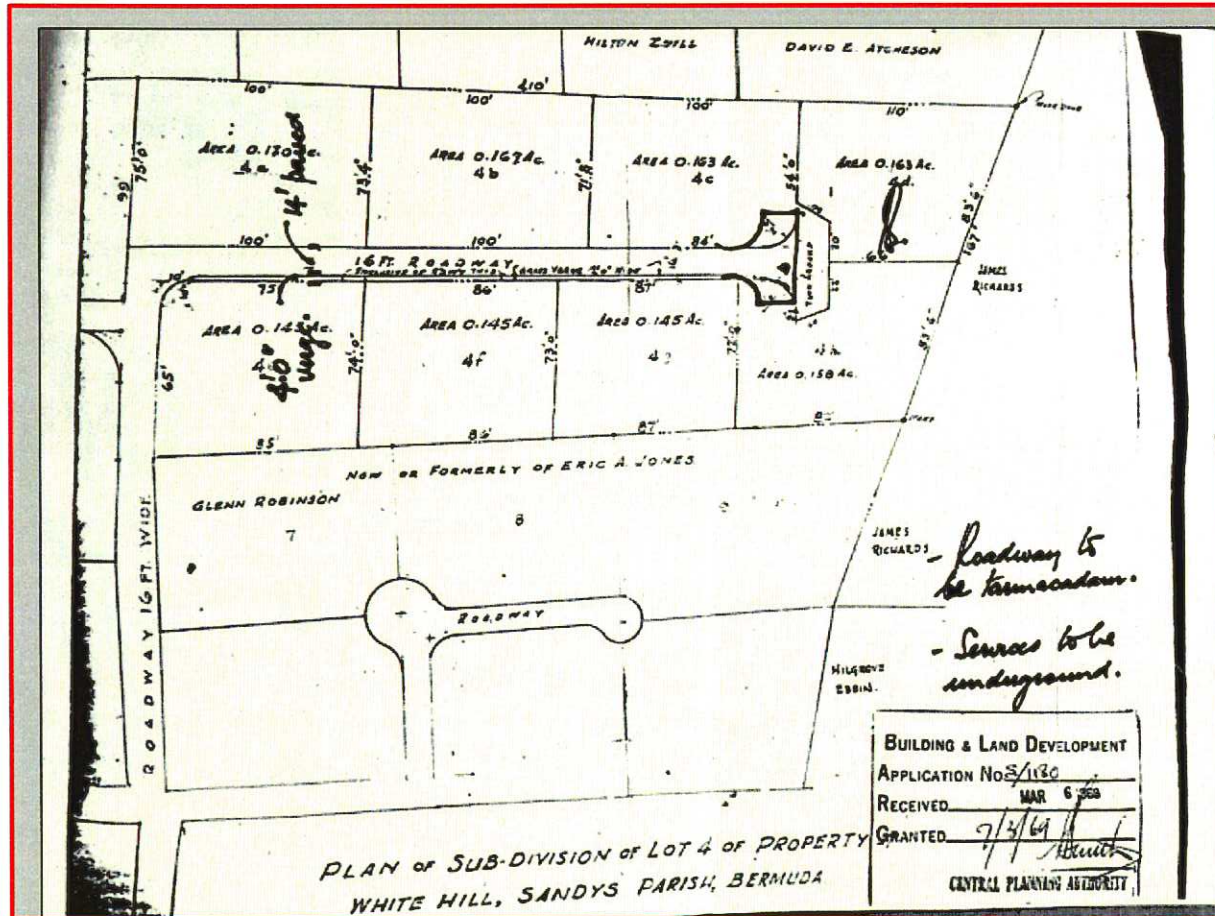


- **March 1968 - April 1969**

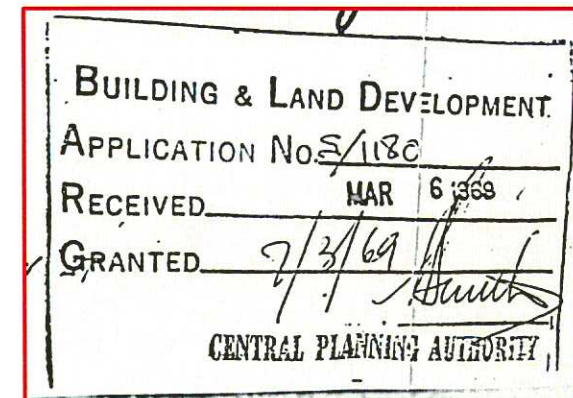
- **The Northern Portion**

March 1968

An Application to The Central Planning Authority by Mr. Russell Levi Pearman to subdivide the Northern portion of the property

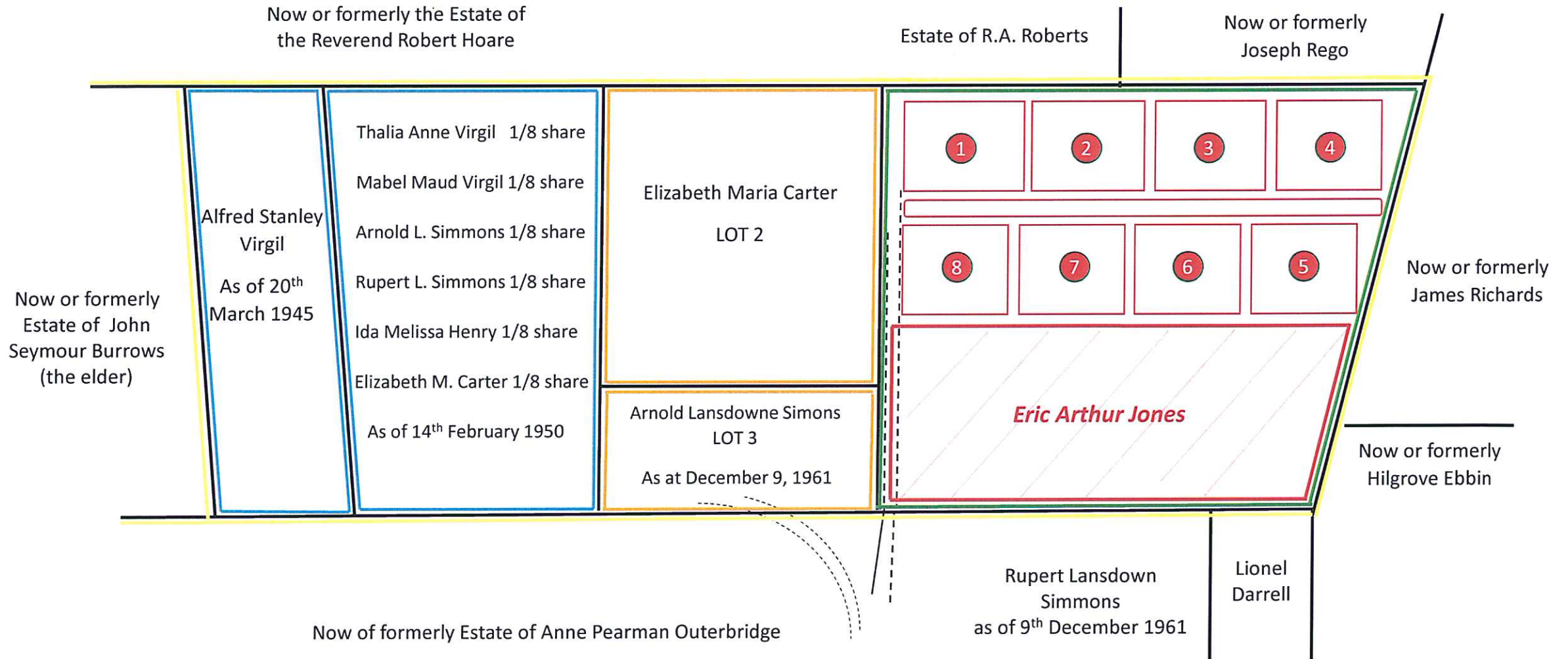


- Russell Levi Pearman now enters the equation as an Agent for John W. Swan. He submits an application to sub-divide the Northern portion of the property to the Central Planning Authority.
- Pearman was not the owner of this property when he submitted the application. Neither was he acting as an agent for the owner. This was a fraudulent submission.
- This application was on behalf of John W. Swan who would take possession and go on to develop the property.
- It was simply described as *Plan of sub-Division of lot 4 of Property White Hill, Sandys Parish Bermuda.*

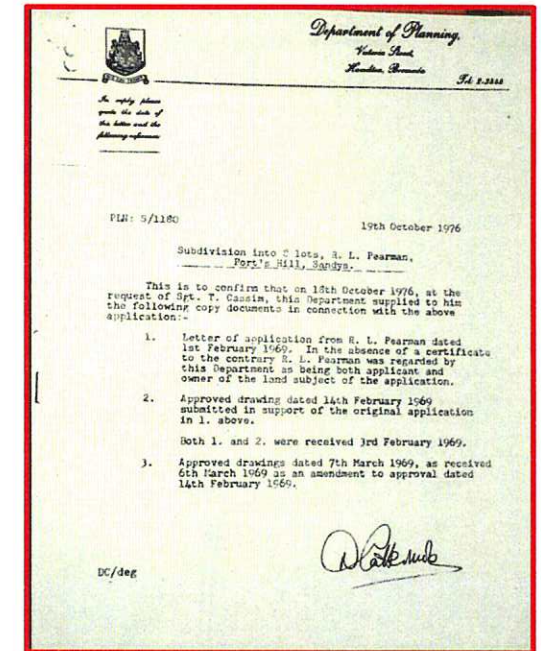
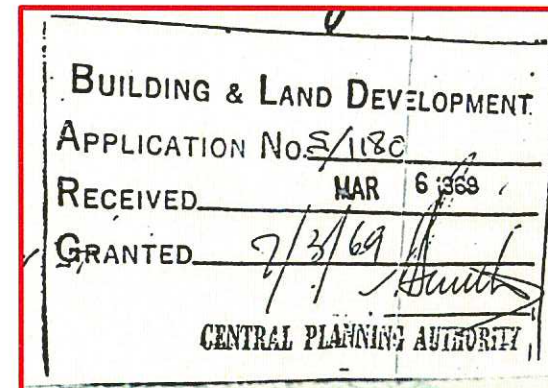
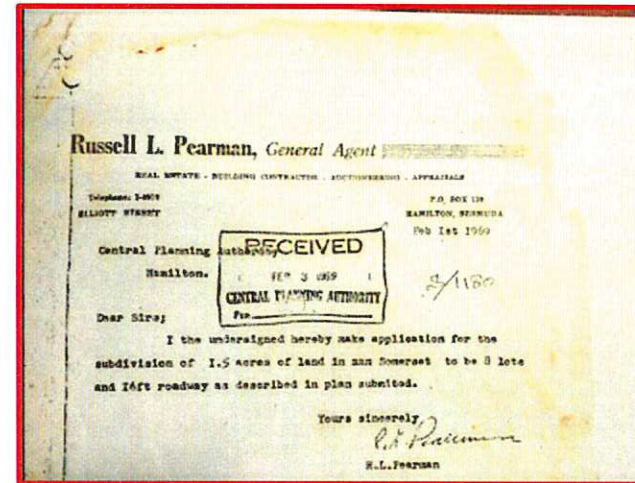
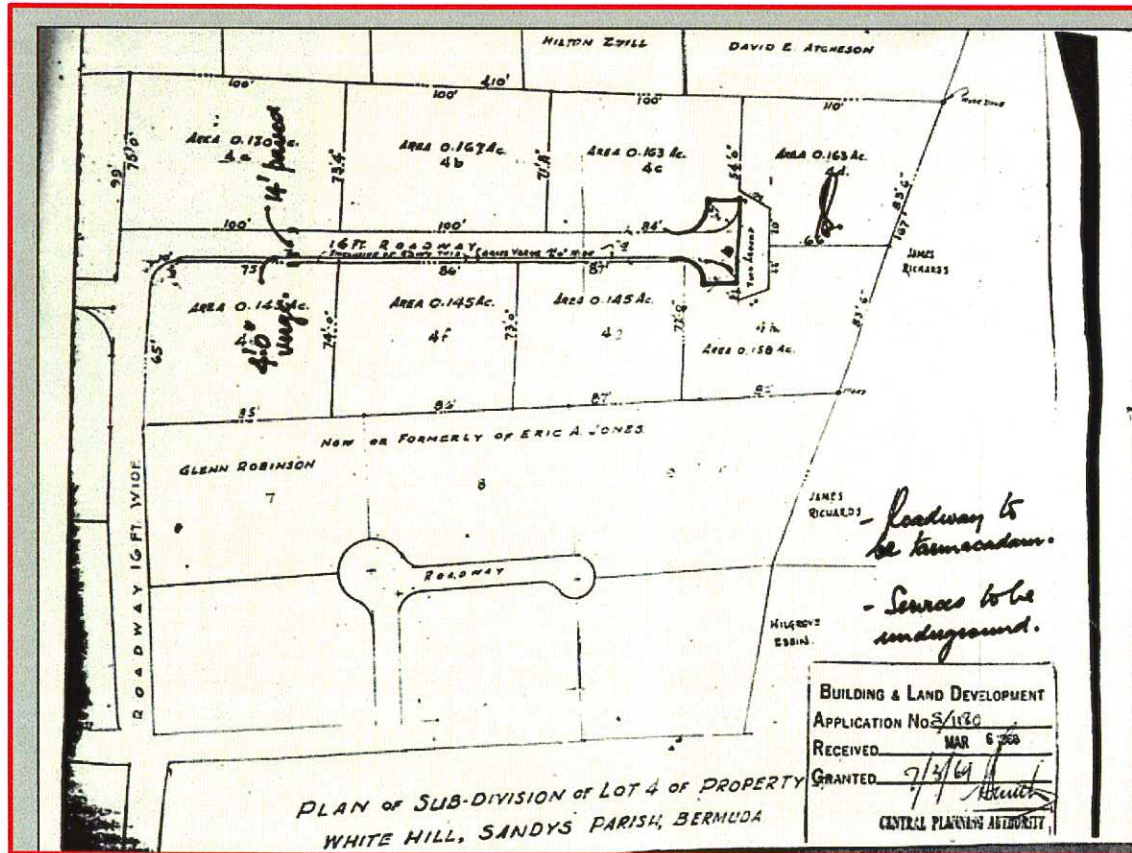




SCHEMATIC OF PLAN OF SUBDIVISION APPROVED FEBRUARY/MARCH 1969

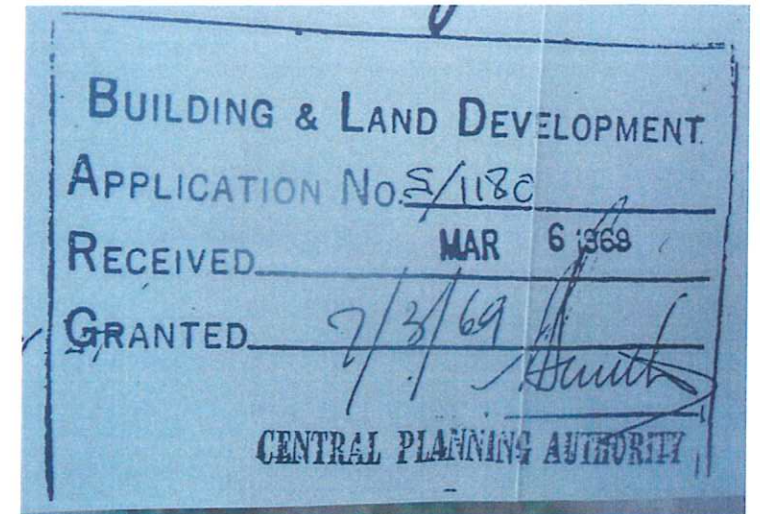
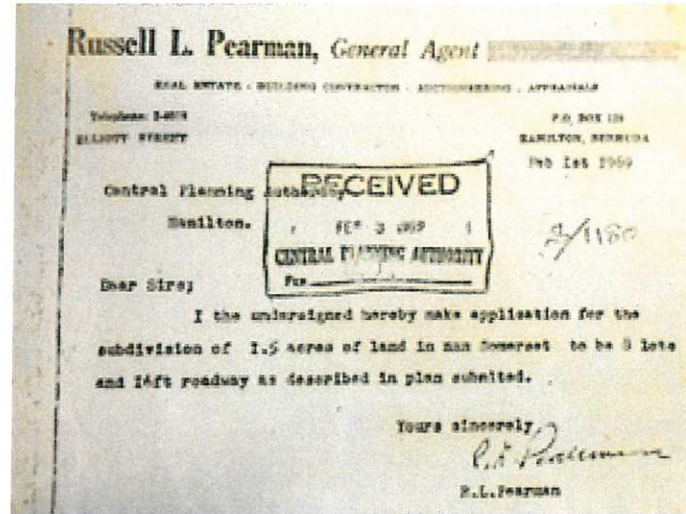
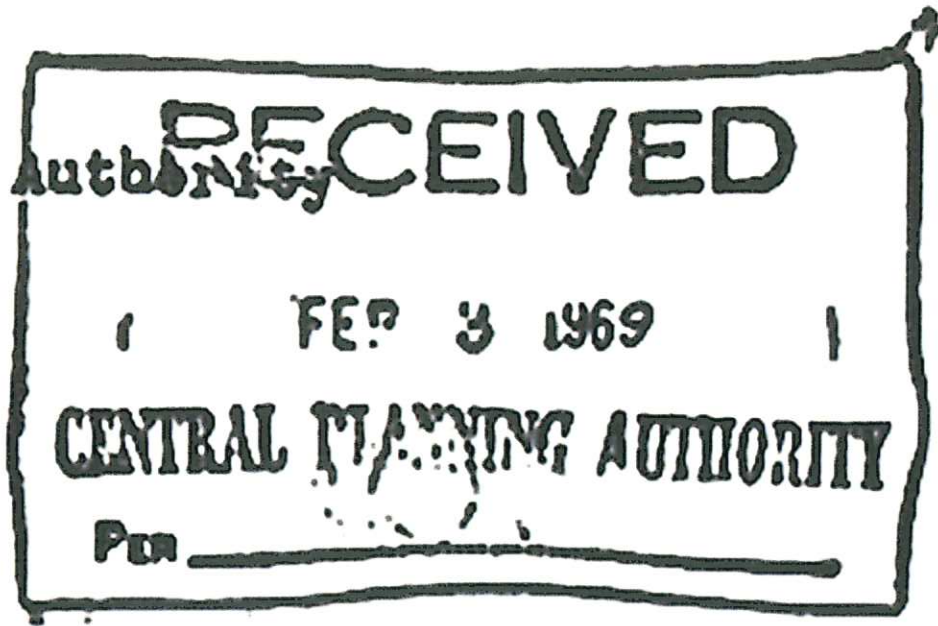


An Application to The Central Planning Authority by Mr. Russell Levi Pearman to subdivide the Northern portion of the property – Two submissions



- Documents submitted by Mr. Pearman in connection with the application
- 1976 submission from the Department of Planning to the Bermuda Police Department regarding their investigation into the matter.

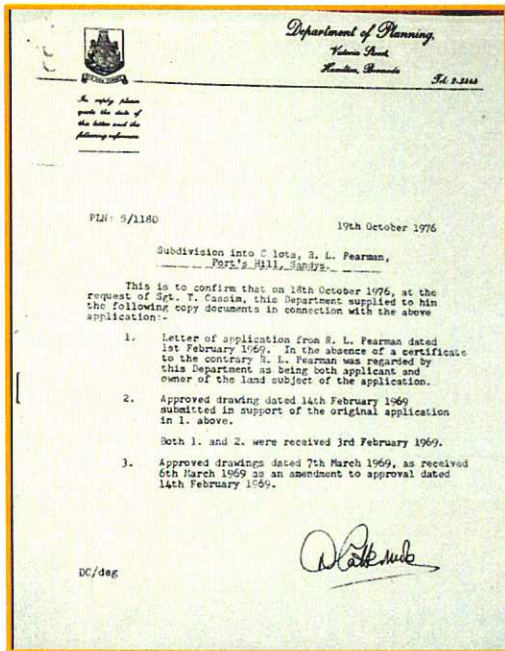
An Application to The Central Planning Authority by Mr. Russell Levi Pearman
to subdivide the Northern portion of the property



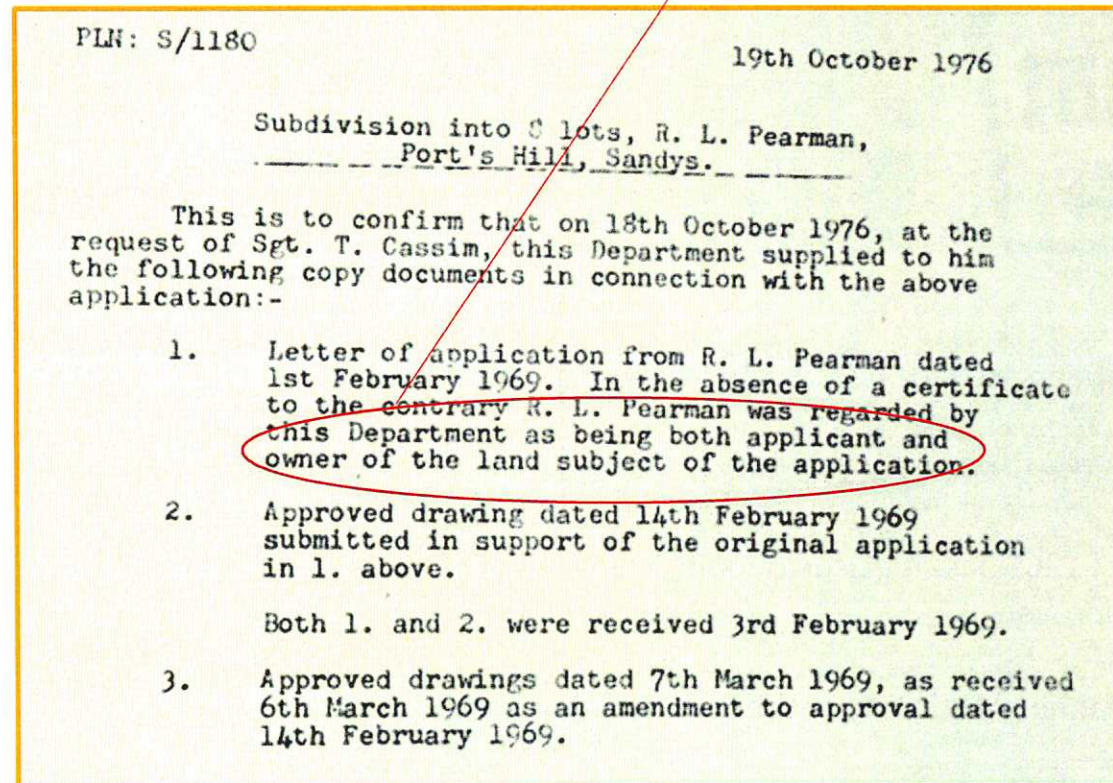
- Date stamp from the application. The '9' appears to have been tampered with by hand.
- Russell Pearman had no legal connection to the property at the time of the 1968 or 1969 application.
- The timing of the approval fits with the April 1969 activities surrounding the land. Seeking to show that Russel Levi Pearman owned the property at the time the application was approved.
- A Senior Officer employed by the Central Planning Authority at the time was named Mr. Motyer.
- The Authority informed the Police that it was assumed Russell Pearman owned the property at the time he submitted the application.

Police Investigation

An Application to The Central Planning Authority by Mr. Russell Levi Pearman to subdivide the Northern portion of the property



R. L. Pearman was regarded by this Department as being both applicant and owner of the land subject of the application.



- Department written position to the Bermuda Police Force during their investigation into the handling of the Northern portion of the land.
- Application was received and processed within one month.

A Letter 19th February, 1969
From Robert Motyer to David Wilkinson

P.O. Box 1179
RHM/jwf/V70
19th February, 1969

Mr. David E. Wilkinson,
Barrister & Attorney,
Church Street,
Hamilton.

Dear Sir,

On the instructions of Mr. John Augustus Alexander Virgil we forward to you herewith the title deeds of a property in Sandys Parish which we understand that Mr. Virgil has contracted to sell to your client Mr. Russell Levi Pearman at a total price of £7,000.

~~We have a copy of a form of contract for sale signed by the parties dated 11th January, 1969, which mentions that the purchaser requires a mortgage in the amount of £5,000. Mr. Pearman has today confirmed to our Mr. Motyer that no mortgage is required and that the full purchase price of £7,000 will be paid in cash to Mr. Virgil.~~

Please sign and return to us the enclosed receipt card.

Yours faithfully,

RHM/jwf
enc.

From: Robert H. Motyer, Senior Counsel A.S. & K.
(RHM/jwf/V70)



To: Mr. David E. Wilkinson,
Barrister and Attorney
Church Street,
Hamilton.

1. Robert Motyer advises that on instructions of Mr. John Augustus Alexander Virgil we forward to you herewith the title deeds of a property in Sandys Parish.....
2. which we understand that Mr. Virgil has contracted to sell to your client Mr. Russell Levi Pearman at a total price of £7,000.
3. We have a copy of a form of contract for sale signed by the parties dated 11th January 1969, which mentions that the purchaser requires a mortgage in the amount of £5,000.
4. Mr. Pearman has today confirmed to our Mr. Motyer that no mortgage is required and that the full purchase price of £7,000 will be paid in cash to Mr. Virgil.

Please sign and return to us the enclosed receipt card.

Yours faithfully,

RHM/jwf

enc.



- Legalism at work. Inter-lawyer correspondence on a land deal that was not rooted in legality.

Sales Agreement

11th January 1969

John Augustus Alexander Virgil to Russell Levi Pearman.

Authentic signature

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 preser

Phone: 2 4078 TC-9 90

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 **Fenbroke**
 Occupation **Tailor** Telephone No.
 Purchaser **RUSSELL LEVI PEARMAN**
 Address **ELLIOTT St Hamilton**
 Occupation **Realtor** Telephone No **24078**
 Date of Birth **1908** Bermudian Status **Yes**
 Purchase Price **£ 7,000** Deposit **£ 100**

Mortgage required **£5,000**
 Existing Mortgage
 Existing Tenancies
 Attorneys **David Wilkinson** Completion Date **40 days**
 Legal Costs **Purchaser & Vendor**
 Mode of Conveyance **To Usua**
 Agent's Commission **5%**
 Whereabouts of Title Deeds **A.S. & Kompe**
 Description of Property **Lot of land measuring 410 North 190 East 341 South 166 West with 16 ft roadway to main Dobbins Road .In St. Johns South**

Stamp: 10/11/69

GENERAL CONDITIONS

- 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 hereinafter contained.
- The Agent acknowledges receipt from the Purchaser of the sum afore-mentioned as Deposit and undertakes to hold the same as stakeholder upon the terms of this Agreement. Upon completion of the said sale the Agent shall be entitled to retain his commission out of the said deposit and shall pay the balance thereof to the Vendor.
- The Vendor shall at his own expense deliver good title to the said property in accordance with this Agreement and shall forthwith make available to the Purchaser also mentioned the documents of title of the Vendor to the said property. If the Vendor shall fail to deliver 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.
- 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.
- 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 insurances policies in force relating to the said property.
- 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, 1921.
- 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: *John Augustus Virgil*

SIGNED by the Purchaser in the presence of: *Russell & Pearman*

SIGNED on behalf of the Agent in the presence of: *Algernon Doers*

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: *John Augustus Virgil*

SIGNED by the Purchaser in the presence of: *Russell & Pearman*

SIGNED on behalf of the Agent in the presence of: *Algernon Doers*

Unknown signature

- Algernon Doers was convinced to witness this transaction. Drove around in a taxi with Russell L. Pearman and parked at Govt. Gate to do the signing. John Augustus Alexander Virgil was not present.

Analysing 3 Signatures – The Will and Two ‘Sales Agreements’

Copies of excerpts of 2 separate ‘Sales Agreements’ obtained by Detective Sgt. Thomas Cassin of the Bermuda Police Force during his criminal investigation in 1976. Both documents are signed on the same day i.e. January 11, 1969. They are compared to the signature on the Will.

1. The two signatures are extraordinarily dissimilar.
2. Neither is close to the signature on the Last Will in Testament.
3. The “J” in “John” is the most telling letter.
 - a) The “J” in 1 is made up of three very open, rounded loops – very airy and wide
 - b) The descending loop is very full
 - c) The “J” in 2 is narrow, slender and elongated.
 - d) The descending stem is very straight and not looped.
4. The “o” in John connects to the “J” and “h” differently in both signatures. In 1 - the “o” is connected by a straight line at the top, in 2 there are two small loops which dissect the “o”.
5. The “A” in Augustus is starkly different. The “A” in 1 is straight and plain with no curves or flourishes. The “A” in 2 is curved and begins and ends with a flourish..
6. The V’s in Virgil do not match. They appear rushed. The V in 2 has a small loop and curve as a lead in. This does not appear in 1.
7. The name “Alexander” is completely omitted from the signature in both cases.
8. Russell Pearman’s signature is consistent, almost identical.
9. The “h” in “John” is taller in 2 than 1. The “h” in 2 has a narrower loop than the “h” in 1.
10. The “t” in Augustus in 2 is taller and has a cross stroke which forms a narrow loop. In 1 the “t” is shorter, and the cross stroke forms a wide loop.

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

Will

Dated this 11th day of Jan. 1969

SIGNED by the Vendor or Agent in the presence of: *John Augustus Virgil*

SIGNED by the Purchaser in the presence of: *Russell H. Pearman*

1



(12) Dated this 11th day of Jan. 1969

SIGNED by the Vendor or Agent in the presence of: *John Augustus Virgil*

SIGNED by the Purchaser in the presence of: *Russell H. Pearman*

2

April 15, 1969 Conveyance drawn up by David Wilkinson

Between John Augustus Alexander Virgil and Russell Levi Pearman

A Closer look at signatures.



DATE: 15th day of April 1969

JOHN AUGUSTUS ALEXANDER VIRGIL

to

RUSSELL LEVI PEARMAN

CONVEYANCE

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

Southeasterly direction from the Southwestern boundary of lot 4e (Four e) on the said plan and branching in a Southwesterly direction also continues in a Southerly direction to join the roadway also Sixteen feet wide and coloured yellow on the said plan which last mentioned roadway has been reputedly established by right of prescription AND ALSO REPUTEDLY PRESCRIPTIVELY OVER AND ALONG this last mentioned roadway which said road continues in a Southeasterly then generally Northeasterly direction to join the Public Road known as 'the Middle Road'

IN WITNESS WHEREOF the parties to these presents have herunto set their hands and seals the day and year first above written

SIGNED SEALED AND DELIVERED by the within named John Augustus Alexander Virgil in the presence of:
 B. Pedro
 Philip Chicho

Witnesses

SIGNED SEALED AND DELIVERED by the within named Russell Levi Pearman in the presence of:
 B. Pedro
 Philip Chicho

Witnesses

SIGNED SEALED AND DELIVERED by the within named David Edmund Wilkinson in the presence of:
 B. Pedro
 Philip Chicho

Witnesses

7,000. 0. 0.

RECEIVED on the day of the date of the within written Indenture the sum of Seven thousand pounds by the within named John Augustus Alexander Virgil from the within named Russell Levi Pearman. The sum of Thirty-five pounds in Postage and Revenue Stamps having been

Signature on the Will

John Augustus Alexander Virgil

Signature on the Conveyance

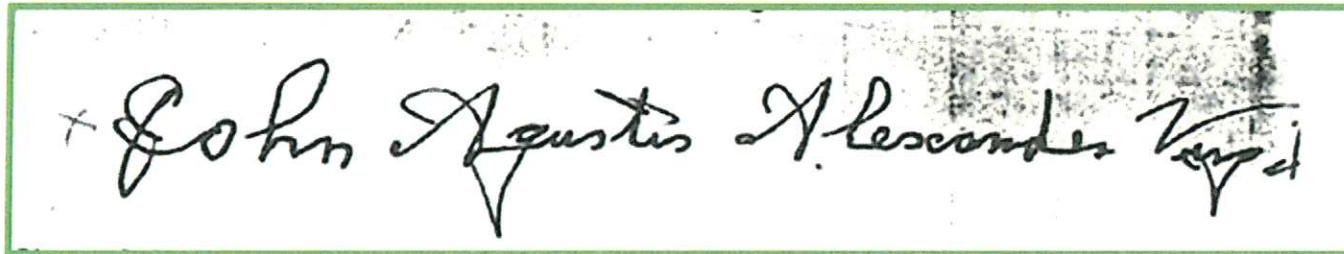
John Augustus Alexander Virgil

Russell Levi Pearman

- David Wilkinson also refused to share a copy of the January 11, 1969 sales agreement with the Police Investigator.
- The police were never presented with this conveyance of 1969.

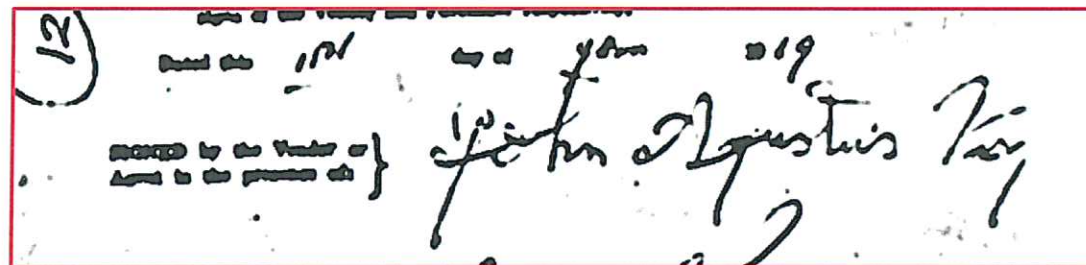
Assessing the Signatures offered to authenticate the January 1969 Sales Agreement
And Conveyance from John Augustus Alexander Virgil to Russell Levi Pearman

The Will



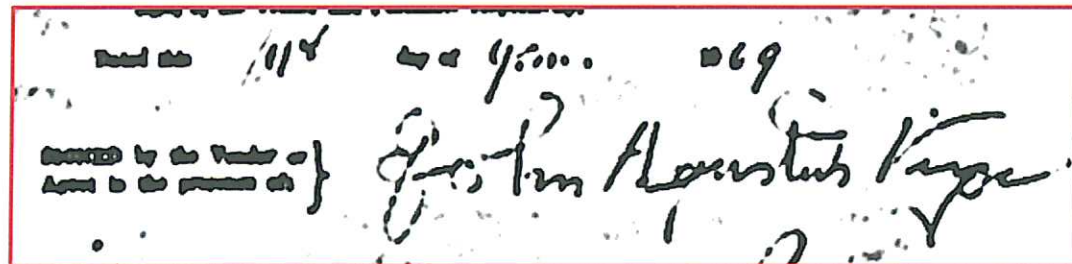
John Augustus Alexander Virgil

Sales Agreement 1



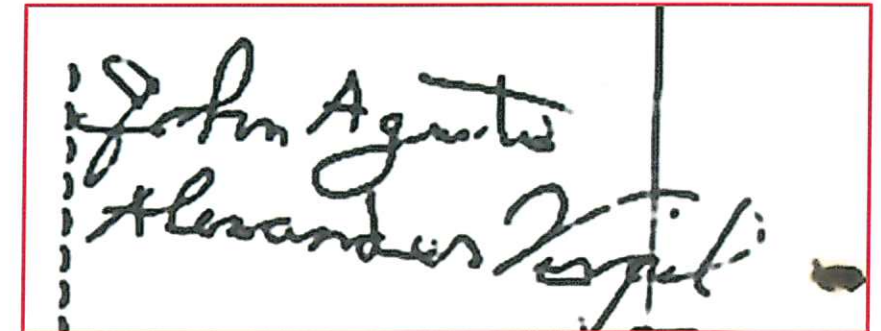
Signed this 1st day of Jan 1969
Witnessed by the Vendor or Agent in the presence of } John Augustus Virgil

Sales Agreement 2



Signed this 1st day of Jan 1969
Witnessed by the Vendor or Agent in the presence of } John Augustus Virgil

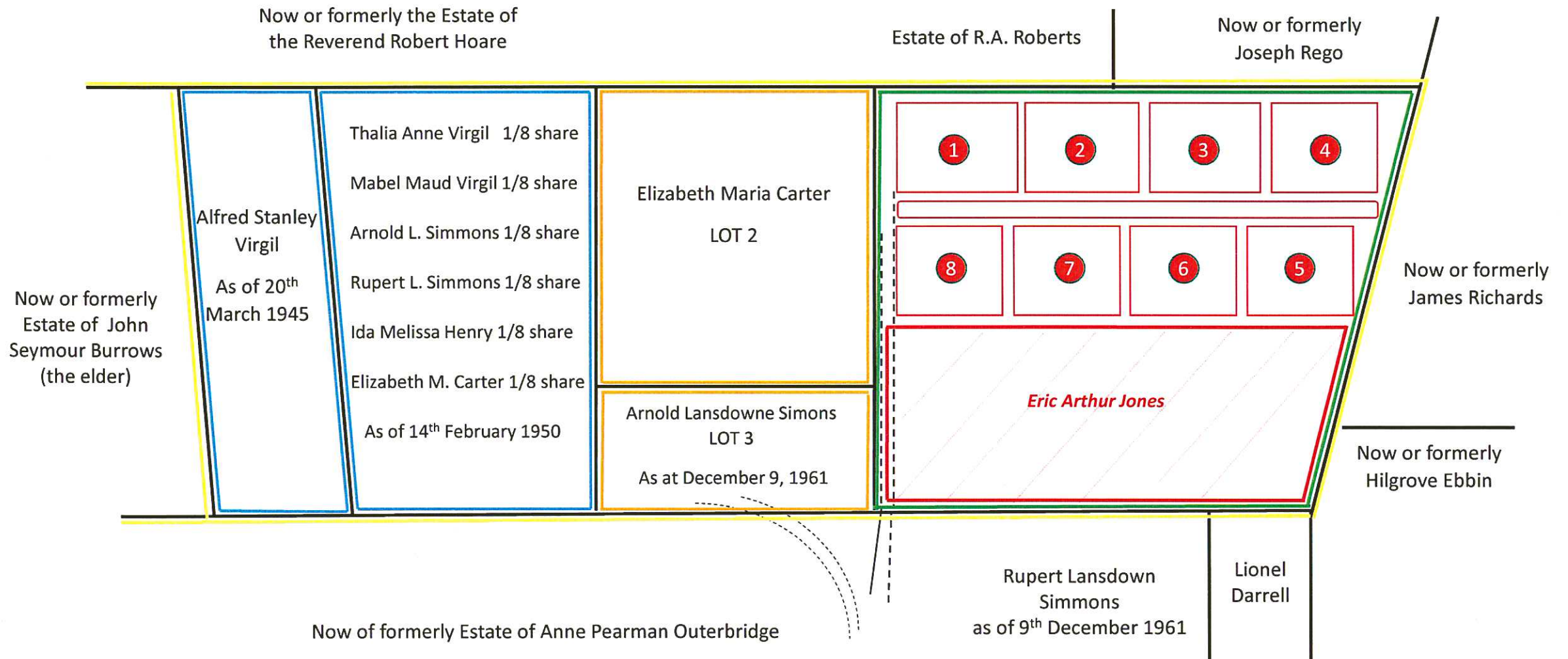
Conveyance



John Augustus Alexander Virgil



SCHEMATIC OF PLAN OF SUBDIVISION APPROVED ON 14 TH FEBRUARY 1969



■ **Voluntary Conveyances Recorded in 1970**

- Voluntary Conveyances Recorded in 1970 - Book of Conveyances, Registrar General's Office
- Between John William David Swan and Leslie Earl Ming
- Legal Counsel – Arnold A. Francis and Edward 'E. T.' Richards

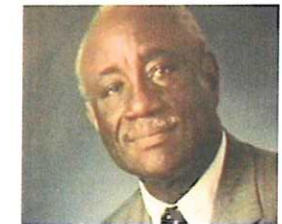


Sir John W. Swan



Edward E.T. Richards

Item #	Lot Number	Date	From	To	Lawyer	Reference - Registry General's Office
1	6	November 4, 1970	John William David Swan	Leslie Earl Ming	Arnold A. Francis	Book 17, page 108
2	6	November 5, 1970	Leslie Earl Ming	John William David Swan	Arnold A. Francis	Book 17, page 108
3	7	November 4, 1970	John William David Swan	Leslie Earl Ming	Arnold A. Francis	Book 17, page 106
4	7	November 5, 1970	Leslie Earl Ming	John William David Swan	Arnold A. Francis	Book 17, page 110
5	8	November 4, 1970	John William David Swan	Leslie Earl Ming	Arnold A. Francis	Book 17, page 107
6	8	November 5, 1970	Leslie Earl Ming	John William David Swan	Arnold A. Francis	Book 17, page 109
7	4	December 28, 1970	John William David Swan	Leslie Earl Ming	Sir Edward Richards	Book 17, page 190
8	4	December 30, 1970	Leslie Earl Ming	John William David Swan	Sir Edward Richards	Book 17, page 190
9	5	December 28, 1970	John William David Swan	Leslie Earl Ming	Sir Edward Richards	Book 17, page 189
10	5	December 30, 1970	Leslie Earl Ming	John William David Swan	Sir Edward Richards	Book 17, page 191

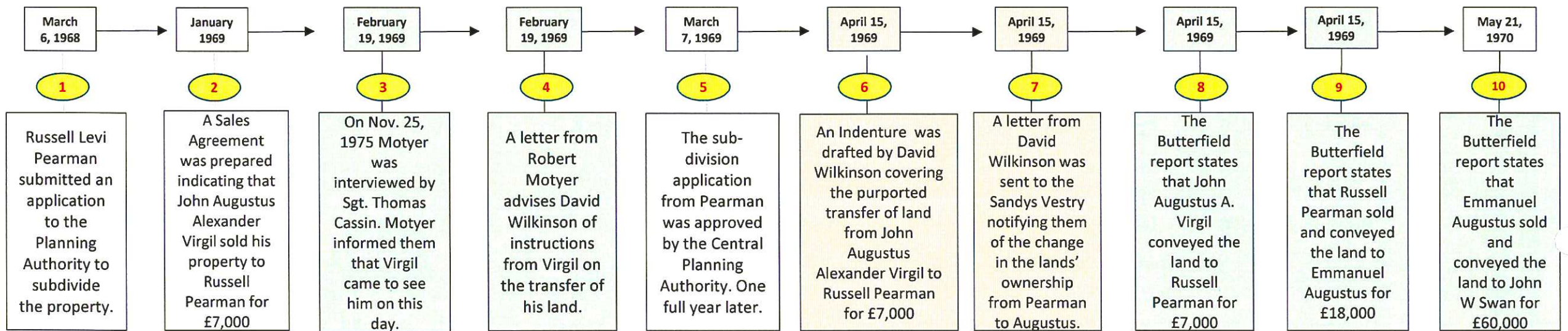


Arnold Francis



Leslie Earl Ming

Timeline of known Activities within a Fraudulent Scheme Regarding The Northern portion - March 1968 to May 1970



- There is no reliable documentation to support a legal transfer of any land from John Augustus Alexander Virgil during this timeline.

12 Issues Surrounding the 1968 – 1969 Transfer of the Northern Portion of Lot 4 from John Augustus Alexander Virgil to Russell Levi Pearman

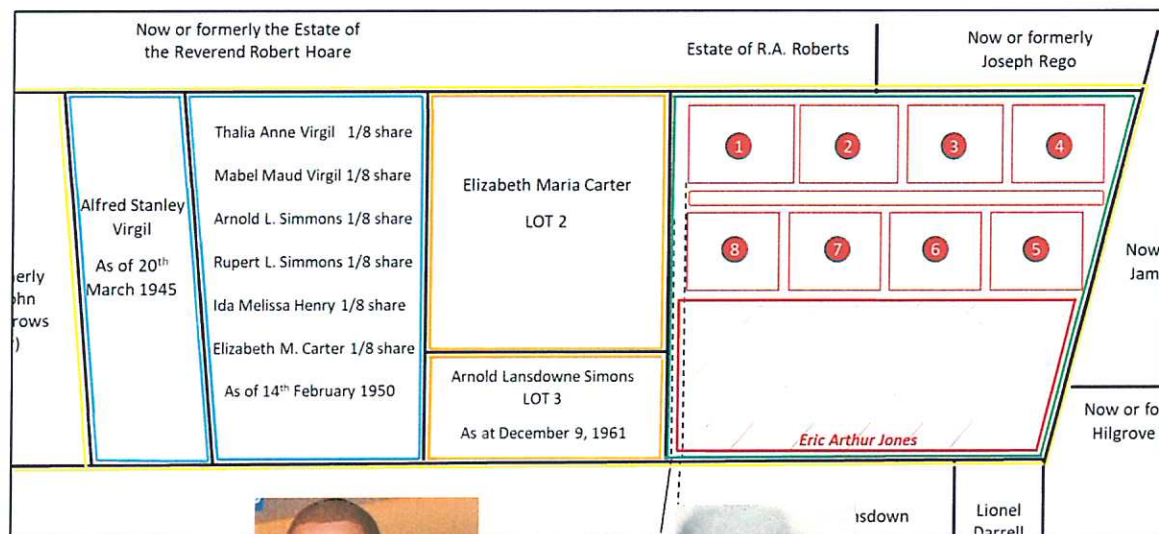
1. Russell Levi Pearman was neither owner nor acting on the owner's behalf when he submitted a sub-division application to the Central Planning Authority in March 1968.



2. The Central Planning Authority dishonestly informed the Police Investigation that the application for subdivision was submitted in 1969, the year it was approved.

3. Russell Levi Pearman did not purchase any property from John Augustus Alexander Virgil.

12. The Beneficiaries hold the Title Deeds to the property.



4. Parts of this real estate transaction were conducted in the back seat of a Taxi, while parked up outside of Government Gate on the 42nd Street side? The seller was not present.

11. During the Police investigation John W. Swan Ltd. did not produce any relevant documentation to the Police on this 'sale'.

5. The 'sales agreement' between John Augustus Alexander Virgil and Russell Levi Pearman was not signed by John Augustus Alexander Virgil.

6. Algernon Doers, in his police statement stated that he "signed once" as a Witness on a sales agreement. His signature was used twice on January 11, 1969; to complete two separate sales of the property on this day.

10. Russell Pearman's lawyer David Wilkinson refused to provide the Police access to, sight of or a copy of any authenticating documents for review and analysis during their investigation.



9. The Registrar General's Office holds no record of any sale of this property after 1962.

8. The conveyance of 15th April 1969 of the property to Russell Levi Pearman was not signed by John Augustus Alexander Virgil.

The Pursuit of Justice

1972 - today

The Pursuit of Justice 1972 - today

1. The Beneficiaries went to Mr. Motyer's office the day of Uncle John's death in 1972 and Motyer asked, "Why come to me?" They replied "because you're his lawyer."
2. They met with Mr. Walter Maddocks, from Conyers, Dill and Pearman. He advised them to go to the Bank and collect the deeds.
3. Geoffrey Bell of Appleby read the Will soon after Uncle John's death. He advised the Beneficiaries that there was real estate to be distributed and they should go to the Bank so the Will could be executed.
4. The Beneficiaries followed up with Mr. William 'Bill' King at the Bank of Butterfield soon after. At the meeting, Mr. King advised them that there was no land to distribute. And like a chorus they said "that's not true!"
5. Next, the Beneficiaries requested that the Bank, as the Sole Executor of the Will carry out an investigation into the title of the property.
6. A complaint was filed with the Bermuda Police Force in 1976. They conducted a criminal investigation into activities surrounding the 1969 transaction for the Northern portion of the property and provided a report in 1978.
7. The Bermuda Caribbean Engineering Consultants Ltd. was commissioned to enquire into and report on the transfer of land title and ownership for the property from 1885.
8. Over 25 local lawyers have been consulted resulting in a mix of experiences, expenditures and outcomes.
9. The Beneficiaries wrote to the Bank and Appleby at least six times. All approaches have been dismissed, some unprofessionally and rude.

Last Will and Testament 1964



This is the last Will and Testament
of me JOHN AUGUSTUS ALEXANDER VIRGIL of Foxbrooke Parish in the
Islands of Bermuda whereby I revoke all wills and testamentary
dispositions heretofore made by me.
I APPOINT the Bank of N. T. Butterfield & Son Limited to be
the sole executor of this my will.

- In May 1964, The Bank of N.T. Butterfield, Executor and Trustee Co. Ltd. were appointed as the Sole Executor of the Will.

- The Will is governed by the Trustee Act 1876 sec. 50.

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

- Robert Motyer from Appleby signed off on the will.

- The Bank declared that they became the Executor at the time of his death in 1972

Last Will and Testament 1964

**JOHN AUGUSTUS
ALEXANDER VIRGIL**
Deceased
Pursuant to the Trustee Act
1876 Section 50

NOTICE

IS HEREBY GIVEN to creditors and others having any debts, claims and demands against the Estate of John Augustus Alexander Virgil deceased, who died on the 17th day of January, 1972 and that they are hereby required to forward the particulars of their debts, claims and demands to The Bank of Butterfield Executor & Trustee Company Limited, Hamilton on or before the 5th day of June, 1972 after which date The Bank of Butterfield Executor & Trustee Company Limited, aforesaid Sole Executor, will proceed to distribute the assets of the said deceased amongst the persons entitled thereto having regard only to the debts, claims and demands of which it shall then have had notice; and that it will not be liable for the said assets or any part thereof so distributed to any creditors, person or persons of whose debts, claims and demands it shall not then have had notice.

THE BANK OF BUTTERFIELD EXECUTOR & TRUSTEE COMPANY LTD.

**JOHN AUGUSTUS
ALEXANDER VIRGIL**
Deceased
Pursuant to the Trustee Act
1876 Section 50

NOTICE

quired to forward the particulars of their debts, claims and demands to The Bank of Butterfield Executor & Trustee Company Limited, Hamilton on or before the 5th day of June, 1972 after

THE BANK OF BUTTERFIELD EXECUTOR & TRUSTEE COMPANY LTD.



Bermuda's First Bank
Sole Executor

- The Bank of Butterfield claim that they have no obligations under the Section 50 of the Trustee Act 1876.
- The BETCO Report states . . . "BETCO became the Executor of the Will of John Augustus Alexander Virgil upon his death, in accordance with the terms thereof. At that time, in 1972, under Bermuda law, executors became the owners, pro tempore, of all the personal assets of a deceased person, but not of his real estate:

Trustee Act 1876 section 50

As to distribution of assets after notice by executor or administrator.

50. Where an executor or administrator shall have given such or the like notices as in the opinion of the Court in which such executor or administrator is sought to be charged would have been given by the Court of Chancery in an administration suit, for creditors and others to send in to the executor or administrator their claims against the estate of the testator or intestate, such executor or administrator shall, at the expiration of the time named in such notices or the last of them for sending in such claims, be at liberty to distribute the assets of the testator or intestate, or any part thereof, amongst the parties entitled thereto, having regard to the claims of which such executor or administrator has then notice, and shall not be liable for the assets or any part thereof so distributed, to any person of whose claim such executor or administrator shall not have had notice at the

S.50: As to distribution of assets after notice by executor or administrator.

1876] 577

time of distribution of the said assets or any part thereof, as the case may be; but nothing herein contained shall prejudice the right of any creditor or claimant to follow the assets or any part thereof into the hands of the person or persons who may have received the same respectively.

51. Any trustee, executor or administrator shall be at liberty, Trustees, &c., without the institution of a suit, to apply for

**JOHN AUGUSTUS
ALEXANDER VIRGIL**
Deceased
Pursuant to the Trustee Act
1876 Section 50

.... (invitation to)... Send... the executor ... (any) ...
claims against the estate ... (and for the executor to) be at
liberty to distribute the assets of the testator ... amongst
the parties entitled thereto...

**A Report Commissioned by
The Bank of N. T. Butterfield and Son Ltd. Sole Executor to the Will**

INTRODUCTION

1. This report was commissioned by The Bank of Butterfield Executor & Trustee Company Limited as the result of complaints made to them by certain persons that those who claim title to the parcel of land, the subject hereof, do so in error, or by fraud, to the exclusion of the aforesaid "certain persons".
3. Arising from paragraph 2 above, we do not direct our minds to the authenticity of any deeds which have been produced to us. So far as we can see, all documents purporting to be original documents appear to be genuine i.e. they appear to be what they purport to be, and we have no reason to doubt that they were signed by the persons whose purported signatures appear therein.
6. The method of dealing with the whole parcel will be to show the title of the various persons who now own, or who have recently owned, various parts of the whole. These persons are:-



22. By an Indenture of Partition also dated 9th December 1961 between Elizabeth Maria Carter of the first part John Augustus Alexander Virgil of the second part Rupert Lansdowne Simmons of the third part Arnold Lansdowne Simons and Grace Lillian Simons of the fourth part and Ida Melissa Henry of the fifth part, in consideration of other Indentures of Partition of the ... as recited in paragraph 21 above
23. Please note that the Indenture recited in paragraph 22 above has not been produced to us: it is missing, but we have no reason to doubt its existence. It clearly forms part of the group of Indentures of Partition all dated 9th December 1961 of which paragraph 21 above and paragraph 47 below afford other examples. These latter two were duly signed by all parties, including John Augustus Alexander Virgil, and we have no reason to assume that the Indenture now in recital was dealt with on any different basis. It is recited, with land description in subsequent deeds and we accept its existence.

QUOTES:

1. Commissioned as a result of complaints made by certain persons that ...those who claim title ... to the ... land do so in error.
2. We do not direct our minds to the authenticity of any deeds which have been produced to us.
3. All documents purporting to be original documents appear to be genuine i.e. they appear to be what they purport to be, and we have no reason to doubt that they were signed by the persons whose purported signatures appear therein.
4. The method of dealing with the ...parcel (of land) is to show title of the persons who now own, or who have recently owned, various parts of the whole.
5. The indenture (Eric Jones – the southern portion) has not been produced to us: it is missing, but we have no reason to doubt its existence.

The Pursuit of Justice 1972 – today

A Police Investigation - Excerpts from two Witness Statements

Algernon Conway Doers

- 1.** ***Algernon Conway Doers***, a Taxi Driver. He witnessed the 'sale' from John Augustus Alexander Virgil to Russell Levi Pearman.
- 2.** Drove Russell Pearman to the rear of Government Gate on the left of St. Monica's Mission.
- 3.** Mr. Pearman asked me to sign the paper as a witness, and I did.
- 4.** I have been told by D. Sgt. Cassin that he had 2 agreements with my signature on both. . . That cannot be right. I only signed one form.
- 5.** I definitely only signed my signature once, I'm sure about this. I am definite I only gave one signature.
- 6.** If there is two signatures, then one of them was made by someone else.

John Emmanuel Augustus

- 1.** ***John Emmanuel Augustus***, a Mason by trade. who supposedly purchased property from Russell L Pearman.
- 2.** Russell Pearman told him that he owned the Northern portion of the land.
- 3.** Recalls that Russell said "I'll have to do things my way."
- 4.** I have been shown a sales agreement (copy) dated Feb 19th 1969 and it appears to have my signature on it. I did not sign this agreement Because I only went there once and that was 15th April 1969.
- 5.** Pearman never at anytime showed me any deeds, sales agreements or anything else showing that he owned the property.
- 6.** I accepted that John Swan was dealing as agent for me and he would know this.

The Pursuit of Justice 1972 – today

A Police Investigation By Sergeant Thomas Cassin #55

Excerpts from interviews with Robert H. Motyer, David Wilkinson and John W. Swan

- During an interview on January 28, 1976 with Sgt. Cassin at his Sofia House office, David Wilkinson refused to cooperate and provide Sgt. Cassin with access to, sight of, or a photo-copy of the February 19, 1969 Sales Agreement and or Conveyance between Russell Levi Pearman and Emmanuel Augustus that was in his possession.
- This document, withheld from the investigation, may have Algernon Doers' signature on it as a Witness to the 'transaction'. Mr. Doers swears that he "only signed once" and "somebody else must have" signed on my behalf if my signature is there.
- During an interview on November 25, 1975 with Sgt. Cassin, at his office Robert Motyer stated that John Virgil came to see him on February 19, 1969 and showed him a Sales Agreement for the sale of his property to Russell Levi Pearman.
- He also informed Sgt. Cassin that John Virgil instructed him to send his deeds to David Wilkinson who was representing Russell Pearman.
- Sgt. Cassin reported that "a search has been in progress for a number of months by John W. Swan Ltd for (the) conveyance dated 15th April 1969. There has been no success to date." A Conveyance dated 1969 was produced by John W. Swan Ltd. in 1978.



**The Pursuit of Justice
1972 – today**

A Police Investigation

Conclusion:

It is possible that John Virgil never signed the Conveyance dated 15th April, 1969, at David Wilkinson's office. He was not known to Wilkinson, and indeed Mr. Pearman could have brought someone else instead. Without the original conveyance and examination of Virgil's signature on that document, nothing further can be done, at present. Mr. John W. Swan has started a search for this document without success to date.

Seeking Justice 1972 - today

- Beneficiaries wrote to the Bank of Butterfield, Appleby and the Bermuda Monetary Authority, making several approaches over the years.
- Constantly told that there is nothing wrong here.
- A cross-section of Lawyers advised that:

“

1. Nothing we can do
2. You are causing trouble
3. You can't take these people to court
4. Take the money
5. The Bank has paid me off
6. I cannot do anything for you
7. I always wondered how John Swan got his start

”

Recollections from the Pursuit of Justice

1. David Wilkinson, came to the Hog Penny unannounced and told Mrs. Brown - You better watch your step.
2. Chief Justice Astwood told Mrs. Brown "you should put a match to those deeds."
3. Mr. Charles Mann from BETCO - We can "offer you \$154,000 to settle this thing."
4. Sir Dudley Spurling cautioned Mrs. Brown; "the ball is in your court and you better be very careful with what you say."
5. Mrs. Brown approached Eric A. Jones about the Southern portion of the land. Was told – "I didn't come here to do any business with you."
6. On the day of Uncle Johns death, Robert Motyer was approached at his office. He said "why come to me." Reply – "You are his lawyer, I know my uncle has land but I'm not sure about any money."
7. Mr. Dodwell from the Bank of Bermuda called. Mrs. Brown, "your loan is due in full by close of business tomorrow" – She replied "Go ask John Swan, Arnold Francis and David Wilkinson for the money, and tell 'em I sent you! He called the next day and said to continue on paying as you have been.
8. Arnold Francis called to ask Mrs. Brown, "are you trying to give my client John Alfred a heart attack." Reply "He should have one."
9. Mrs. Brown called John Swan at his home one evening, seeking a meeting with him. "I ain't having no meeting with you and don't call here no more" and hung up.
10. BETCO's Tammy Richardson – "What, . . . you don't get it? You just don't understand!"
11. Appleby's Kiernan Bell – "Are you trying to say Appleby did something wrong?"
12. "If I show you my deeds, then John Swan won't give me any more work."

Our Conclusions

1. Eric A. Jones, the family lawyer conspired with Cousin John Alfred Virgil and Robert Motyer from Appleby to defraud John Augustus Alexander Virgil of his 4 acres of land in Spring Benny.
2. Robert Motyer, was the Engineer behind this scheme to take advantage of an unsuspecting client that owned land. He worked closely with David Wilkinson and others to execute this plan.
3. Lawyers from Appleby and Cox and Wilkinson were hands on with this fraudulent scheme that used others to execute it.
4. Two major transactions (1961/62 and 1968/69) are fraudulent, and clearly do not meet the legal standard for a property transaction.
5. Major players partnered to obstruct justice and deny access to due process. Legalism was used to prevent anyone from being held to account for this fraudulent scheme.
6. The Bermuda Police concluded that signatures were forged, documents were withheld, and David Wilkinson never met John Augustus Alexander Virgil, despite claiming he signed a sales agreement and conveyance with his client, Russell Levi Pearman.
7. The Sole Executor of the Will does not acknowledge the Trustee Act 1876 section 50 which outlines their fiduciary and legal responsibilities as Sole Executor to the May 1964 Last Will in Testament.
8. The 1962 transaction for the southern portion (Eric Jones) and the 1969 transaction for the northern portion (John W. Swan) are both rooted in fraudulent and illegal actions, consequently all related transactions thereafter lack legal credibility.
9. The Beneficiaries are entitled to justice and compensation for being victims of this scheme.
10. The Virgil family have held the title deeds to this property since 1885, and to this day the Beneficiaries remain in possession of the deeds. And they claim rightful ownership to the property willed to them by their Uncle John Augustus Alexander Virgil.

The Players



Bermuda's First Bank
Sole Executor



Eric Arthur Jones.
Barrister-at-Law



David Wilkinson,
Counsel, Cox Hallett & Wilkinson
Speaker - House of Assembly



Robert H. Motyer, Senior Counsel
Appleby Spurling and Kempe.



Lawyers for John A. A. Virgil



Russell L. Pearman, JP,
MCP
Real Estate Agent



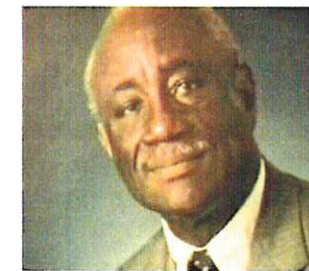
Edward E.T. Richards, JP MP,
former Premier of Bermuda



John W. Swan, Real Estate
Entrepreneur and former Premier



John Alfred Virgil from Somerset.
A cousin to John A. A. Virgil



Arnold Francis,
Lawyer, John W. Swan Ltd.



Leslie Earl Ming.
Associate of John W. Swan Ltd.

The Beneficiaries – Still Seeking Justice - 2020

