**Schedule of Evidence**

**By Letter or Tab Number Reference**

| **Ref.** | **Description of Item** | **Source and Reference** | **Purpose.**  **How it will be used/relied upon in our story** |
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| A | Last Will and Testament of John Augustus Alexander Virgil. Drafted May 21, 1964 | 1. Bank of N. T. Butterfield and son Ltd. Executor and Trustee Company Ltd. 2. Pages 27-30, and pages 48 and 52 of Commissioners Handout on November 25, 2020. | 1. To provide evidence that he had a will. 2. Motyer provided legal advice and signed off on it. 3. Butterfield was the sole Executor as of May 21, 1964. 4. Butterfield claim they became the Executor in 1972. 5. Shows an authentic signature of John Augustus Alexander Virgil. 6. Identifies the seven Beneficiaries. |
| B | A report dated 1st November 1978 from The Bank of Butterfield Executor and Trustee Company Ltd. | 1. The Bank was asked to investigate the historic title of the land and relevant transactions over the years. This report was the outcome of the investigation. It was presumably written by or supervised by Robert Motyer. 2. Page 51 and 52 of Handout to Commissioners, November 25, 2020. | 1. We submit that this report was written by Robert Motyer who was lawyer to John Augustus Alexander Virgil. He was also retained as counsel for the Bank and signed off on the Last Will in 1964. Butterfield presented this report to the Beneficiaries. 2. This report: 3. Seeks to make the case that John Augustus Alexander Virgil owned no real estate at Spring Benny when he died in 1972. It is a false narrative. 4. Provides insight into the plan by Robert Motyer, John Alfred Virgil and Eric Jones that was implemented on the southern and northern portions of the property. 5. Makes pronouncements regarding the authenticity and reliability of data used to prepare the report. 6. Does not properly address the historical ownership of the land in question. 7. Asserts that Bank of Butterfield had no legal obligations as Executor until Virgil died in 1972. 8. Does not acknowledge the Trustee Act of 1976 section 50. or its associated fiduciary and legal obligations/responsibilities. 9. Announces that during its investigation into title ownership, critical legal instruments that should legalise a property/land transaction are missing. |
| C  TAB 6 also below | Covenant of January 26, 1962 | 1. A finding through years of investigation, probing and the involvement of several lawyers, family members and community supporters. 2. A transcribed version of the letter is added. 3. Page 22 of Handout to Commissioners, November 25, 2020 | 1. This letter from Robert Motyer shows that he wrote to John Virgil from Somerset in January 1962 about the southern portion. 2. Shows the relationship between Motyer and Jones and the character of both as lawyers. 3. Discusses the consideration of £1,025 to support the ownership claim. 4. Speaks to the need for a deed of conveyance 5. Confirms that a Covenant was being prepared by Eric A. Jones on the future of the Southern portion. 6. Motyer and John Virgil from Somerset recently held a meeting/interview about the matter. 7. Shows the family lawyer, Eric Arthur Jones engaged in a back channel to claim ownership to the Southern portion of the property. 8. Should be considered alongside the two letters from Eric Jones to Ida Melissa Henry in December 12 and 22 1961 which were written and sent only a few days after December 9, 1961 when the Virgil Family signed an Indenture to grant John Augustus Alexander Virgil clear title to Lot 4. |
| D | Probate of Will for the Estate of Thalia Ann Harvey Deceased | A finding through years of investigation, probing and the involvement of several lawyers, family members and community supporters. | Shows an instance where Robert Motyer was involved with John Alfred Virgil while at the same time was providing legal services to John Augustus Alexander Virgil. |
| E | Title Deeds to the Property showing title changes from 1880 through to 1945. This includes.   1. 1880 George W. Young to Samuel David. Robinson 2. 1885 Samuel David Robinson to Augustus Virgil 3. 1887 Augustus Virgil and His wife to Henry Robert Hurst (Mortgage of House and Land) 4. 1896 Augustus Virgil and His wife to David Trimingham (Mortgage of Cottage and Parcel of Land) 5. 1924 Augustus Virgil and wife to Carrie Lloyd Griset (Mortgage of parcel of land and dwelling) 6. 1926 Carrie Lloyd Griset to Roderick Alexander Ferguson (Mortgage debt) 7. 1945 Reconveyance Roderick Alexander Ferguson to John Augustus Alexander Virgil and others. | Presented to the Beneficiaries soon after Uncle John passed away in January 1972. | 1. The Beneficiaries have been in possession of the Title Deed to the property since 1972. 2. Suggests that transactions after 1945 would require these Deeds in order to be legitimate. For example 1962 and 1969 transactions. 3. Possession of the Title Deeds provides the Beneficiaries with a valuable instrument in their claim to ownership of the subject property in Spring Benny. |
| F | 1. Bermuda Caribbean Engineering Consultants Ltd report. 2. Produced July 24, 1996. Authored by David Summers 3. Entitled: The extent of Real Property of the estate of John Augustus Alexander Virgil, Spring Benny Sandys Parish Bermuda. 4. Referred to as the ‘*Summers Report’* | The Beneficiaries sought and retained the professional services of Bermuda Caribbean Engineering Consultants Ltd.; a local chartered Land Surveying Company with the requisite skills and expertise to conduct an investigation into property title based on official records held by the authenticating Government Agency. | 1. An independent, private sector Civil Engineering firm, Bermuda-Caribbean Engineering Consultants Ltd. (BCEC, Exhibit F) 2. Commenced in July 1996 to conduct the necessary research and report back on the findings regarding the extent of the real property holding of the Estate of Augustus Virgil. 3. The report describes all ownership and subdivision of the subject land from 1885 to 1972. And this subdivision and evolving ownership is expressed in map form as well as text. 4. The BCEC report concluded that John Augustus Alexander Virgil owned Lot 4 as at 1972 and that there were no officially registered transactional records of John Augustus Alexander Virgil disposing of Lot 4 or any part thereof after 1962. 5. This BCEC conclusion conflicts directly with the conclusion in the Butterfield report regarding ownership of land by John Augustus Alexander Virgil. |
| G | The Title Deeds 1885-1945 | Presented to the Beneficiaries soon after Uncle John passed away in January 1972 | See Exhibit E above. |
| H | **TBD** |  |  |
| I | Russell Levi Pearman misrepresentations to the Central Planning Authority in March 1968 | Received as a part of the investigation into the title of the property by David Summers. This item is included in the Summers Report. | 1. Shows that Russell Levi Pearman submitted documents that were seemingly tampered with by hand either before or at the Planning Authority thereby misrepresenting the truth to government authorities. 2. Falsely claiming to own property which is the subject of his application to sub-divide. 3. Shows the character of a man who would go on to ‘sell’ the same piece of property on the same day he claims to have purchased it. 4. Knowingly engaged in the sale of land to others with the knowledge that the property title was not clear. 5. Falsely claiming to lawfully represent the legal owner as the subject of an application to the Central Planning Authority to sub-divide. |
| J | Letter from Robert Motyer to David Wilkinson – February 16, 1969 | A finding through years of investigation, probing and the involvement of several lawyers, family members and community supporters. | 1. Motyer misrepresents his client John Augustus Alexander Virgil saying he has been instructed by his client to sell the Northern portion to Russell Levi Pearman for a cash price of $7,000. 2. Shows the connection between Robert Motyer, David Wilkinson and Russell Pearman regarding the Northern portion of the property. |
| K | Emmanuel Augustus statement to Police during investigation | Emmanuel Augustus was interviewed during the course of the investigation and the final report was provided to the Beneficiaries. It contained the statement from Emmanuel Augustus | 1. Provides insight into the role that Emmanuel Augustus played. 2. Let’s us know that Russell like to do things his way. 3. Emmanuel Augustus trusted John Swan to conduct himself appropriately. |
| L | Russell Levi Pearman misrepresentation to the Central Planning Authority | This documentation is included as part of the Summers Report – Bermuda Caribbean Engineering Consultants Ltd. ANNEX F & G of the report. | Raises questions about the legality of the 1968 and 1969 activities surrounding the Northern portion of the property. |
| M & N | Bermuda Police Force Report 1976 | 1. The Beneficiaries filed a complaint with the police in 1975.The Police produced and submitted a report in 1976 on the outcome of their investigation. 2. The Police carried out an investigation into transactions around the 1969 activities of Robert Motyer, David Wilkinson, Russell Pearman and John W. Swan the northern portion. | 1. Shows the lack of cooperation by major players and even obstruction. 2. The report left open questions about the legality of 1969 activity. 3. It confirmed that signatures that should match did not match. 4. Witness statements provide evidence of misbehavior. |
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| TAB 1 | The Players. The major participants in the fraudulent scheme | Created by the Beneficiaries | To provide a visual aid to our story. To show and identify those who have signed off on documentation in our story and who participated in misbehavior including obstruction of justice over the last 50 years. |
| TAB 2 | Chartered Surveyors Maps of the property showing a series of transactions from 1885-1972 and the consequential revised land ownership layout. | Produced as part of the Summers Report | Provide a visual aid to the part of the story around land ownership changes from 1885-1972. |
| TAB 3 | December 9, 1961 Indenture. Recorded by the Registrar General | Document included in the Bermuda Caribbean Engineering Consultants Ltd Report. 1996 ANNEX C of the report. | Provides clarity to the December 9, 1961 transaction and sets a mark for Eric Jones and David Wilkinson to overcome. |
| TAB 4 | December 12, 1961 Letter from Eric A. Jones to Ida Melissa Henry “send me your deeds” | 1. A finding through years of investigation, probing and the involvement of several lawyers, family members and community supporters. 2. See page 19 in the Handout of November 25, 2020. | 1. Demonstrates the integrity of the Virgil family lawyer Eric Arthur Jones as he was seemingly organizing a back channel to claim ownership of the Southern portion of lot 4 of property owned by John Augustus Alexander Virgil. 2. Jones writes to Virgil property owners and two people that were a party to the December 9, 1961 Indenture that gave John Augustus Alexander Virgil sole ownership of Lot 4. 3. This letter is written three days after the December 9, 1961 Indenture. |
| TAB 5 | December 22, 1961 Letter from Eric A. Jones to Ida Melissa Henry paying the balance for conveyance of her land to Eric A. Jones | 1. A finding through years of investigation, probing and the involvement of several lawyers, family members and community supporters. 2. See page 20 in the Handout of November 25, 2020. | 1. Demonstrates the integrity of the Virgil family lawyer Eric Arthur Jones as he was seemingly organizing a back channel to claiming ownership of the Southern portion of lot 4 of property owned by John Augustus Alexander Virgil 2. Jones writes to Virgil property owners and two people that were a party to the December 9, 1961 Indenture that gave John Augustus Alexander Virgil sole ownership of Lot 4. 3. This letter is written three days after the December 9, 1961 Indenture. |
| TAB 6  Also TAB C above | January 26, 1962 Covenant between Eric Jones, Robert Motyer and John Virgil (from Somerset). | Duplicated. n/a | |
| TAB 7 | 1. Schedule of conveyances by Eric Jones for the Southern Portion. 2. The conveyances are dated from December 1961 through to 1966. Many were prepared before he lay claim to the property. | The Butterfield/Motyer Report 1978 | 1. Shows how the Butterfield/Motyer Report exposes some of the work that was carried out. 2. The timing of the conveyances reveal that they were prepared before Eric Jones lays claim to the southern portion. 3. Ten conveyances were drawn up before and after Eric A. Jones lays claim to it in January 1962. 4. John Alfred Virgil from Somerset was a party to several of the conveyances. 5. John Augustus Alexander Virgil was not involved. |
| TAB 8  TAB A above | Last Will in Testament of John Augustus Alexander Virgil May 21, 1964 | Duplicated n/a | |
| TAB 9  TAB A above | The Beneficiaries of the Will | Duplicated n/a | |
| TAB 10 | March 1968 Application from Russell Levi Pearman to subdivide the Northern portion | Duplicated n/a | |
| TAB 11 | Receipt Stamp – Central Planning Authority, March 1968/69 | Duplicated n/a | |
| TAB 12 | Department of Planning - Report to Police 1976 | A finding through years of investigation, probing and the involvement of several lawyers, family members and community activists. | 1. Demonstrates how the Planning Department participated in the investigation. 2. They suggest that the application to subdivide the property was received and approved within a month. 3. They also declare that they were under the impression that Russell Pearman was both applicant and owner of the Norther portion when he submitted his application to subdivide the property into eight lots. |
| TAB 13  See TAB J above | Letter of February 19, 1969 from Robert Motyer to David Wilkinson re ‘sale’ of property from John Augustus Alexander Virgil to Russell L Pearman | Duplicated n/a | |
| TAB 14 | Sales Agreement of January 11, 1969 between John Augustus Alexander Virgil and Russell L Pearman | A finding through years of investigation, probing and the involvement of several lawyers, family members and community activists. | 1. Shows that David Wilkinson and Russel Pearman worked together to prepare the agreement. 2. Shows the signatures that are relied upon to support the transaction. 3. Not all the signatures relied upon in the document are authentic. 4. There was more than one sales agreement prepared on January 11, 1969. Both had Algernon Doers’ signature on it. 5. Witness Algernon Doers signature on the Sales Agreement is different from the ten signatures he provided to the Police Investigator. 6. The police asked David Wilkinson to see the second sales agreement or have a copy of it, that had the signature of Algernon Doers on it. Doers swore down he only signed once. David Wilkinson refused to cooperate and did not let the Police see the Sales Agreement or have a copy of it. |
| TAB 15 | Conveyance of April 15, 1969 between John Augustus Alexander Virgil and Russell L Pearman | A finding through years of investigation, probing and the involvement of several lawyers, family members and community activists. | 1. David Wilkinson and Russell Pearman worked together to prepare the conveyance. 2. A representation by David Wilkinson that his client, Russell Levi Pearman purchased the Northern portion of lot 4 from John Augustus Alexander Virgil in 1969. On the same day, this same piece of property was ‘sold’ to Emmanuel Augustus for $18,000 who then sold it to John Swan for $60,000 a year later in May 1970. 3. It is this document that David Wilkinson refused to cooperate with the Bermuda Police Investigation into activities surrounding the Northern portion in 1969. 4. Sgt. Thomas Cassin was refused access to or a copy of this document or the associated Sales Agreement during his interview with David Wilkinson in connection with the investigation. |
| TAB 16 | Schedule of conveyances by John W. Swan | Bermuda Caribbean Engineering Consultants Ltd Report. 1996  *The Summers Report* | 1. This set of conveyances shows the level of activity between John W. Swan and Leslie Earl Ming in late 1970. 2. Conveyances were filed between employees of the firm John W. Swan Ltd. 3. There is no legal documentation available that suggests the John W. Swan or Leslie Ming ever owned any of the Northern portion of Lot 4 of the subject property. |
| TAB 17 | Trustee Act 1876 Section 50 | 1. A finding through years of investigation, probing and the involvement of several lawyers, family members and community activists. 2. It forms a part of the legal notice that the Bank placed in the official Government Gazette in the Spring of 1972 inviting claims against the Estate of John Augustus Alexander Virgil pursuant to the Trustees Act 1876 s.50 | 1. This shows the content of Section 50 of the Trustee Act of 1876. This Act sets out the legal obligations of the Bank as Executor. 2. This legislation appears to be the relevant legal instrument to confirm the fiduciary and legal responsibilities/obligations of the sole Executor for the Last Will and Testament of John Augustus Alexander Virgil. 3. The Bank is silent on having any Estate responsibilities under this Act. |
| TAB 18 | Bank of Butterfield Executor and Trustee Co. Ltd. Public notice inviting claims against the estate of John Augustus Alexander Virgil under the Estates Act 1876 s.50 | Notice was placed in the Official Government Gazette sometime between January 17, 1972 and June 5, 1972 by the Sole Executor of the Will governing the Estate.  See pages 49-51 of the Handout to Commissioners on November 25, 2020 | 1. It demonstrates that the Bank acknowledges it legal obligations under the Trustee Act of 1876 s.50. 2. All claims are invited against the Estate 3. The deadline for submitting claims is indicated. 4. The Bank report states that they became the Executor of the will of John Augustus Alexander Virgil’s estate upon his death in 1972. |