

REPORT
The devolution of title to a parcel of land exceeding Seven
as situate at Sandys Parish formerly in the ownership of one
Augustus Virgil, who died on the 26th day of April
1926.

Bank of Butterfield
Executor + Trustee
Limited

1st November 1978

Nov 30 2020

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".
2. This report deals only with documentary title to the said parcel of land, so far as the same has been produced to us. Where original documents have not been produced, any opinions given will have been based upon recitals contained in original title deeds which are more than Twenty years old. Any views which we may otherwise express and which we deduce from any evidence which, according to Bermudian conveyancing practice, would not be sufficient, of itself, to prove title, will be specifically indicated in the text.
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."
4. The basic plan we have relied upon is photocopied from a plan prepared by Mr. W. M. Stovell and inserted in one of the title deeds which we have examined. We cannot vouch for the accuracy of this plan, and all references to it, or to descriptions of land lying within it are intended to be by way of clarification and not by way of exact description. There may well be minor discrepancies between the plan, the various deed descriptions and, indeed, the actual layout of the various parts of the land itself.
5. We have made the basic assumption that the whole parcel of land originally owned by the late Augustus Virgil was roughly as shown on plan "A" hereto annexed, and thereon edged red. This assumption is supported by a large number of title deeds relating to various parts of the whole parcel, which parts slot into place rather like pieces of a jig-saw puzzle.
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:-
 - (1) John Alfred Virgil
 - (2) Robert Clayton Shirley Smith & Joan Marilyn Smith
 - (3) Aronld Lansdowne Simons
 - (4) Alfred Stanley Virgil & Eithal Joyce Virgil
 - (5) Rupert Lansdowne Simmons
 - (6) Eric Arthur Jones & Elizabeth Hedwig Jones
 - (7) John William David Swan

The title of each of the above to various parts will be discussed and analysed below in detail.

CHAPTER 1

JOHN ALFRED VIRGIL

PART 1: AS TO THE WHOLE OF HIS TITLE

1. By an Indenture dated 18th June 1885 (recorded in Book of Deeds No: 33 at page 1) made between Samuel David Richardson *conceder* of the one part and Augustus Virgil of the other part (which Indenture is hereinafter referred to as "the 1885 Indenture") a parcel of land comprising Seven acres or thereabouts and, for the purpose of identification only but not further or otherwise, more particularly delineated on the plan "A" hereto annexed and thereon edged red (hereinafter called "the said tract") was conveyed to Augustus Virgil in fee simple.
2. By his will dated 29th August 1924 the said Augustus Virgil devised all his real estate to his wife Elizabeth Virgil for her life and in remainder to his eight children, therein named, as tenants in common in equal shares.
3. The said Augustus Virgil died on 25th April 1926 without having disposed of any part of the said tract and his will was duly admitted to probate in the Supreme Court.
4. The said eight children of the said Augustus Virgil all survived him. They were:-
 - (a) Lansdowne Murray Virgil o.
 - (b) Dora Elizabeth Simons p. *1945* *partly* 1
 - (c) Diana Mary Virgil o.
 - (d) Thalia Ann Virgil " " 2
 - (e) Mabel Maud Virgil " " 3
 - (f) Harriett Agatha Simmons o. " " 4
 - (g) Ida Melissa Henry " " 5 USA
 - (h) Elizabeth Maria Carter " " 6 USA
5. Elizabeth Virgil, the widow of Augustus Virgil subsequently died.
6. Diana Mary Virgil (4(c) above) died intestate and unmarried: her 1/8 interest in the said tract under the said will passed to Lansdowne Murray Virgil (4(a) above) her eldest brother and heir-at-law. Lansdowne Murray Virgil thus had a 1/4 interest in the said tract at the date of his death.
7. Lansdowne Murray Virgil (4(a) above) died intestate on 18th June 1936 leaving John Augustus Alexander Virgil his only son and heir-at-law surviving him. John Augustus Alexander Virgil therefore inherited his father's 1/4 interest in the said tract.
8. By a Certificate of Sanction dated 8th February 1946 under the hand of the Acting Colonial Secretary Ida Melissa Henry (4(g) above) and Elizabeth Maria Carter (4(h) above) were as United States Citizens, permitted to acquire, by devise their 1/8 shares in the said tract. For what it is worth, a photocopy is attached hereto, showing a plan of the said tract prepared by V.T. Blee from a survey by W. Stovell, as plan "B". We have edged it red to identify the tract. A comparison with plan "A" will show that there is an overall discrepancy in the Eastern boundary. We believe that plan "A" is likely to be more accurate, but we cannot be certain. In any event, we do not believe that the discrepancy affects the situation overall.

The said Harriett Agath Immons (4(f) above) died a widow and intestate in or about the year 1945 leaving Rupert Lansdowne Simmons her son and heir-at-law surviving her. He therefore then had a 1/8 share in the said tract. *But mortgaged*

The said Dora Elizabeth Simons (4(b) above) died a widow and intestate in or about the year 1950 leaving Arnold Lansdowne Simons her eldest son and heir-at-law surviving her. He therefore then had a 1/8 share in the said tract.

PART II: AS TO THE WESTERN PART OF HIS TITLE

11. By an Indenture of Partition dated 14th February 1950 and made between John Augustus Alexander Virgil of the first part Thalia Ann Harvey (formerly Virgil) of the second part and Mabel Maud Virgil of the third part in consideration of Mrs. Harvey and Miss Virgil conveying their respective 1/8 shares in another part of the said tract, John Augustus Alexander Virgil conveyed his 1/4 share in that part of the said tract which is delineated on plan "A" and thereon edged green to Thalia Ann Harvey (4(d) above) and Mabel Maud Virgil (4(e) above) as tenants in common in equal shares. The deed plan is reproduced as plan "C". Minor measurement discrepancies can be reconciled and may be ignored. We will hereafter call this parcel "Greenacre". After the date of this deed, therefore, Mabel Maud Virgil and Thalia Ann Harvey each owned a 1/4 share of "Greenacre".

all her own

*Mo 1/4
Family
owned
1/4 share*

12. By her will dated 24th February 1950, Thalia Ann Harvey specifically devised her 1/4 share in Greenacre and generally devised all her real estate to her son John Alfred Virgil.

13. By her will also dated 24th February 1950, Mabel Maud Virgil specifically devised her 1/4 share in Greenacre and generally devised all her real estate to her nephew John Alfred Virgil.

14. The said Thalia Ann Harvey died on 2nd February 1959 and her said will was duly admitted to probate in the Supreme Court.

The said Mabel Maud Virgil died on 13th February 1960 and her said will was duly admitted to probate in the Supreme Court.

16. By virtue of the documents and events specified in paragraphs 12. 13. 14 and 15 above, John Alfred Virgil became seised of 4/8 (or 1/2) shares in Greenacre.

17. By an Indenture dated 23rd April 1960 between Arnold Lansdowne Simons and his wife Grace Lillian Simons of the first part Rupert Lansdowne Simons of the second part and John Alfred Virgil of the third part, in consideration of the sum of £750 paid by John Virgil to each of Arnold Lansdowne Simons and Rupert Lansdowne Simons, the latter gentlemen each conveyed their respective 1/8 share in Greenacre to John Alfred Virgil, Mr. Simons' wife duly releasing her right to dower. After this deed, John Alfred Virgil was therefore seised of 6/8 (or 3/4) shares in Greenacre.

*nothing
left*

18. By an Indenture dated 30th July 1960 and made between Ida Melissa Henry of the first part Elizabeth Maria Carter of the second part and John Alfred Virgil of the third part, in consideration of £750 paid to each, Ida Melissa Henry and Elizabeth Maria Carter each conveyed her respective 1/8 share in Greenacre to John Alfred Virgil. After this deed John Alfred Virgil was seised outright of Greenacre.

19. As a matter of interest, but not directly affecting this report, John Alfred Virgil on 15th October 1960 voluntarily conveyed a part of Greenacre to Edith Ellen Butterfield and Alvin Leroy. Dellie Butterfield in fee simple as joint tenants. The lot so conveyed is shown on plan "A" within the area of Greenacre and hatched with diagonal blue lines.

*His
system*

£600 1600

*1600
1600*

20. By an Indenture of Partition dated 14th February 1950 and made between Thalia Ann Harvey of the first part Mabel Maud Virgil of the second part and John Augustus Alexander Virgil of the third part, in consideration of the grant contained in the above recited deed of Partition also dated 14th February 1950 (paragraph 11 above) Thalia Ann Harvey and Mabel Maud Virgil each conveyed their 1/8 share in the Eastern part of the said tract to John Augustus Alexander Virgil. The Eastern part, taken from a plan attached to this deed is delineated on plan "C" and is edged blue. We have also edged blue the Eastern part of the said tract on plan "A". The discrepancies hitherto referred to between plan "C" and plan "A" are again to be noted, with the additional note that the Western boundary of the Eastern part of the said tract also shows discrepancies. We see nothing sinister in these discrepancies. We believe they arise from negligence or incompetence. We shall hereafter refer to the Eastern part of the said tract as "Blueacre". As we have seen (paragraph 7 above) John Augustus Alexander Virgil had owned a 1/4 share in the said tract, and this deed, therefore meant that he was now seised of 4/8 (or 1/2) shares in "Blue-acre".
21. By an Indenture of Partition dated 9th December 1961 between Ida Melissa Henry 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 (his wife) of the fourth part and Elizabeth Maria Carter of the fifth part, in consideration of other Indentures of Partition between the same parties of the same date, the said Ida Melissa Henry (1/8 share) John Augustus Alexander Virgil (4/8 share) Rupert Lansdowne Simmons (1/8 share) and Arnold Lansdowne Simons (1/8 share, wife releasing dower) conveyed their respective shares (totalling 7/8 shares) to Elizabeth Maria Carter, in respect of that part of "Blueacre" shown as "Lot 2", and edged yellow on plan "A" for identification. After this deed, Elizabeth Maria Carter owned this lot outright.
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 same date (of which the Indenture recited as paragraph 21 above was one), the said Elizabeth Maria Carter (1/8 share) John Augustus Alexander Virgil (4/8 share) Rupert Lansdowne Simmons (1/8 share) and Arnold Lansdowne Simons (1/8 share, wife releasing dower) conveyed their respective shares (totalling 7/8 shares) to Ida Melissa Henry, in respect of that part of "Blueacre" shown as "Lot 1" and edged brown on plan "A" for identification.
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.
24. For the purposes of clarity plan "A" is repeated as plan "D" hereto annexed and the Lot No: 1 is edged brown thereon (Ida Melissa Henry's Lot) and the Lot No: 2 is edged yellow thereon (Elizabeth Maria Carter's Lot).
25. By an Indenture of Conveyance dated 16th December 1961, Ida Melissa Henry conveyed to John Alfred Virgil a triangular piece of Lot 1 which triangular piece is delineated on plan "D" and is thereon coloured blue, in consideration of the payment of \$100.

26. After the date of the indenture recited in paragraph 25 above, John Alfred Virgil was seised of the land edged green and the land coloured blue, on plan "D", outright.
27. By an Indenture of Conveyance also dated 16th December 1961, Elizabeth Maria Carter conveyed to Eric Arthur Jones Lot 2 delineated and edged yellow on plan "D", in consideration of a payment of £1,000.
28. By an Indenture also dated 16th December 1961 between Ida Melissa Henry of the first part Eric Arthur Jones of the second part and Julien Cornelius Jones of the third part for the consideration therein mentioned Ida Melissa Henry conveyed Lot 1 edged brown on plan "D" (except for the triangular piece coloured blue thereon) to Eric Arthur Jones.
29. The said Indenture recited in paragraph 28 above is also missing from the deeds produced to us. We have only the recitals in other deeds prepared by Eric Arthur Jones which refer to it. We have no reason to doubt its existence, but if one were proving title, absolutely, to John Alfred Virgil's land, one would wish to see it. However, in this report we are really only concerned, on a documentary basis, to ascertain whether John Augustus Alexander Virgil retained any interest in the land. Since we have accepted (see paragraph 23 above) that the non-produced deed recited in paragraph 22 did exist, for the purpose of this report it does not matter whether any subsequent deed, deriving from the paragraph 22 deed, is also missing.
30. It will be apparent that after 16th December 1961, Eric Arthur Jones was the outright owner of the whole of Lot 2 edged yellow on plan "D", and Lot 1 edged brown on plan "D", except for the triangular piece coloured blue thereon. Mr. Jones immediately had a new plan prepared, which is quite clearly derived from the same source as plan "A", but in which the major part of the said Lot 1, and the whole of the said Lot 2 were re-subdivided by Mr. Jones into six lots and a roadway. This plan appears in this report as plan "E" hereto annexed. The total area within which the sub-division lies is delineated on plan "E" and thereon edged red.

Please note that further discrepancies of certain boundaries on plan "E" have arisen from our photocopying machine.

Please also note that these newly subdivided lots are hereafter generically referred to as "Jones Lots".

31. By an Indenture of Voluntary Conveyance dated 19th December 1961, Eric Arthur Jones conveyed Jones Lots 2, 3, and 4, shown on plan "E", into the joint names of himself and his wife Elizabeth Hedwig Jones.
32. By an Indenture of Voluntary Conveyance dated 28th December 1961, Eric Arthur Jones conveyed Jones Lot No: 6, shown on plan "E", into the joint names of himself and his wife, Elizabeth Hedwig Jones.
33. By an Indenture of Conveyance dated 23rd January 1962, Eric Arthur Jones and Elizabeth Hedwig Jones conveyed Jones Lot 4 to John Alfred Virgil, in consideration of the payment of £750.
34. By an Indenture of Conveyance also dated 23rd January 1962, Eric Arthur Jones conveyed Jones Lot 1 to John Alfred Virgil in consideration of the payment of £750.
35. By an Indenture of Conveyance dated 16th October 1962, Eric Arthur Jones and Elizabeth Hedwig Jones conveyed Jones Lot 2 to Vivian Da Costa Sweeting and Gloria Yvonne Sweeting as joint tenants in consideration of the payment of £1,100.
36. By an Indenture of Conveyance dated 28th June 1965, Vivian Da Costa Sweeting and Gloria Yvonne Sweeting conveyed Jones Lot 2 to John Alfred Virgil, in consideration of the payment

of £1,500.

- 37. By an Indenture dated 20th December 1961 Eric Arthur Jones conveyed Jones Lot 5 to Julien Cornelius Jones, in consideration of £750.
- 38. By an Indenture dated 13th June 1966, Julien Cornelius Jones conveyed Jones Lot 5 to John Alfred Virgil, in consideration of £1,500.
- 39. By an Indenture dated 15th April 1966 Eric Arthur Jones and Elizabeth Hedwig Jones conveyed Jones Lot 6 to John Alfred Virgil and Muriel Dorothy Wilhelmina Virgil as joint tenants subject to a mortgage which has since been discharged, in consideration of the payment of £3,500.
- 40. From the deeds produced to us we can therefore say that it appears that John Alfred Virgil now owns the land shown edged in red on plan "F" hereto annexed, subject only to our comments above as to certain missing deeds.

CHAPTER 2

ROBERT CLAYTON SHIRLEY SMITH . PJ
 and
JOAN MARILYN SMITH

- 41. By an Indenture dated 14th June 1962, Eric Arthur Jones and Elizabeth Hedwig Jones conveyed Jones Lot 3, edged green on plan "F", to Robert Clayton Shirley Smith and Joan Marilyn Smith as joint tenants.
- 42. The Indenture recited in paragraph 41 has not been produced, but there is a memorandum of this sale endorsed on an earlier deed. We do not know if Mr. & Mrs. Smith still own Jones Lot 3 or if they have disposed of it.

CHAPTER 3

ARNOLD LANSDOWNE SIMONS

PART I: AS TO THE WESTERN PART OF HIS TITLE

- 43. By an Indenture dated 20th June 1938 between Dora Elizabeth Simons, Thalia Ann Virgil, Mabel Maud Virgil, Harriett Agatha Simmons, Ida Melissa Henry, Elizabeth Maria Carter, and John Augustus Alexander Virgil (therein called "John Virgil") all *Really* of the first part and Arnold Lansdowne Simons of the second part they, the parties of the first part conveyed to Arnold Lansdowne Simons a parcel of land forming part of the said tract approximately 100 feet by 150 feet and coloured solid red for identification on plans "A" and "F", in consideration of the payment of £45. (photocopy deed produced).

PART II: AS TO THE EASTERN PART OF HIS TITLE

- 44. By an Indenture of Partition dated 9th December 1961 between Ida Melissa Henry of the first part Elizabeth Maria Carter of the second part John Augustus Alexander Virgil of the third part Rupert Lansdowne Simmons of the fourth part and Arnold Lansdowne Simons of the fifth part in consideration of other deeds of partition of the same date, the parties of the first, second, third and fourth parts conveyed their 7/8 shares in that part of the said tract coloured solid green on plans "A" and "F" to Arnold Lansdowne Simons so that thereafter he was the sole owner thereof (photocopy deed produced).

CHAPTER 4

ALFRED STANLEY VIRGIL
 and
EITHAL JOYCE VIRGIL

- 45. By an Indenture dated the 20th March 1945 between John Augustus Alexander Virgil (therein called "John Alexander")

part Thalia Ann Virg. of the first part Dora Elizabeth Simons of the second part Mabel Maud Virgil of the third part Elizabeth Maria Carter of the fourth part Harriett Agatha Simons of the fifth part Ida Melissa Henry of the sixth part Elizabeth Maria Carter of the seventh part and Alfred Stanley Virgil and Eithal Joyce Virgil of the eighth part, the parties of the first, second, third, fourth, fifth, sixth and seventh parts conveyed to Alfred Stanley Virgil and Eithal Joyce Virgil a parcel of land at the extreme Western end of the said tract delineated and coloured solid blue on plans "A" and "F", in consideration of the payment of £300. (photocopy deed produced).

CHAPTER 5

RUPERT LANSDOWNE SIMMONS

46. At the date of making this report, we have not had produced to us any title deeds relating to any ownership by Rupert Lansdowne Simmons his heirs or assigns of any part of the said tract. However he signed the Deeds of Partition both above, and hereinafter recited. Clearly therefore he must have received his portion in the general partition and since there is an area of approximately 0.516 of an acre numbered 5 on plan "A", which we have coloured solid yellow for identification, we are assuming that the devisees of Augustus Virgil conveyed their 7/8 shares to him. As is apparent in the case of plans "E" and "F", this parcel now forms part of a sub-division into six lots of land labelled 7, 8, 9, 10, 11 and 12 together with a roadway. There is evidence, mentioned below, that the Northerly and Easterly part of this six-lot sub-division came into the ownership of Eric Arthur Jones and his wife. It is probable therefore that Rupert Simmons' portion also came into their ownership. Presumably all these six lots are now in individual ownerships. We have not been informed of the names of any of these owners, one of whom will presumably have the head-title deeds, and therefore we can give no opinion as to the ownership of the Rupert Simmons portion. However, anyone laying claim to this should beware: we feel certain that whoever is on the land now is, in all the circumstances, likely to have title deeds evidencing good title. We shall be happy to examine any further title deeds which may be produced to us.

CHAPTER 6

ERIC ARTHUR JONES

and

ELIZABETH HEDWIG JONES

47. By an Indenture of Partition dated 9th December 1961 between Ida Melissa Henry of the first part Elizabeth Maria Carter of the second part Rupert Lansdowne Simmons of the third part Arnold and John Augustus Alexander Virgil of the fourth part and John Augustus Alexander Virgil of the fifth part, in consideration of all the other partition deeds of the same date hereinbefore recited, the parties of the first, second, third and fourth parts conveyed their 7/8 shares in the said tract to John Augustus Alexander Virgil in respect of the part of the said tract diagonally cross-hatched with violet lines on plan "A". John Augustus Alexander Virgil was, therefore, the outright owner of this parcel after the date of the deed now in recital.

see 1261 Dec 9 61
Deed *

48. By an Indenture dated 24th January 1962 between John Augustus Alexander Virgil of the one part and Eric Arthur Jones and Elizabeth Hedwig Jones of the other part, Mr. Virgil conveyed to Mr. & Mrs. Jones a parcel of land forming part of the parcel conveyed to Mr. Virgil by the Indenture of Partition recited in paragraph 47 above. The original deed has not been produced to us and we rely upon a memorandum endorsed on the said Indenture of Partition. For reasons similar to those stated in paragraph 46, we would not expect to see the original deed, unless the present owners, or one of them, of this portion of the said tract, were to produce them to us for examination. The parcel conveyed to Mr. & Mrs. Jones is shown as all that parcel cross-hatched with violet lines on plan "A" lying to the South-east of a line shown in blue ink dashes.

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considered

CHAPTER 7

JOHN WILLIAM DAVID SWAN

49. After the date of the Conveyance recited in paragraph 48 above, the land remaining in the ownership of John Augustus Alexander Virgil was that piece which we have for the purpose of identification coloured brown on plan "F" and which is hereafter called "Brownacre".
50. By an Indenture of Conveyance dated 15th April 1969 between John Augustus Alexander Virgil of the first part Russell Levi Pearman of the second part and David Edmund Wilkinson of the third part, John Augustus Alexander Virgil conveyed "Brownacre" to Russell Levi Pearman to uses to bar dower in consideration of a payment of £7,000. From this date, therefore, John Augustus Alexander Virgil did not own any part of the said tract.
51. By an Indenture of Conveyance also dated 15th April 1969 between Russell Levi Pearman of the first part John Emmanuel Augustus of the second part and David Edmund Wilkinson of the third part Russell Levi Pearman conveyed "Brownacre" to John Emmanuel Augustus, in consideration of the payment of £18,000.
52. By an Indenture of Conveyance dated 21st May 1970 and made between John Emmanuel Augustus of the first part John William David Swan of the second part and Peter James Chalmers Smith of the third part, John Emmanuel Augustus conveyed "Brownacre" to John William David Swan, in consideration of the payment of BD\$60,000.00.
53. As a matter of interest, although not of importance to this report, a sub-division of "Brownacre" into eight lots and a roadway, had been approved by the Central Planning Authority on 7th March 1969, that is, before John Augustus Alexander Virgil sold "Brownacre" on 15th April 1969. The Conveyance to Russell Levi Pearman mentions the sub-division into lots. Attached to the deed clearly shows the sub-division into lots. Furthermore, there are eight memoranda, endorsed on the Conveyance to Mr. Swan (paragraph 52 above) from which it is clear that all eight lots have been disposed of by Mr. Swan to individual Purchasers. We do not consider that, for the purposes of this report, it is necessary to enumerate these.

CHAPTER 8

CONCLUSIONS AND OPINIONS

54. It will be apparent to any legally-trained person who may read this report, that we have taken no account of easements. Our report is directed solely to satisfying ourselves as to whether John Augustus Alexander Virgil, at the date of his death, on 17th January 1972, still owned any part of the said tract. We are satisfied, from our investigations that he did not, except for such residual ownership or rights which he and the other devisees of Augustus Virgil may have retained over certain of the roadways referred to in the various deeds. However, any ownership of any interest in the roads does not give anything of value to the devisees, since their ownership is subject to the easements of way which all the other owners of neighbouring lands have over such roadways. The ownership of the roads is therefore of no value.

We are, therefore, satisfied that no persons claiming under the will of John Augustus Alexander Virgil, have any claim of value over any part of the said tract. Our opinion is based, as we have said, on produced documents, on photocopy documents, on memoranda, and on various evidence from plans. It is not intended to be an opinion as to the title of any of the persons whose names are set out above and any use of this report by any person, either to prove or disprove the title of any other person or persons to any part of the said tract, will be at the risk of the persons who so use this report and we disclaim all liability to any persons whatsoever for any statements, opinions or conclusions herein expressed.

55. Lastly, we wish to deal with the position of The Bank of Butterfield Executor and Trustee Company Limited ("BETCO") with regard to the said tract.

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 Bermudian law, executors became the owners, pro tempore, of all the personal assets of a deceased person, but not of his real estate: subject to grant of probate by the Supreme Court, realty passed automatically under the terms of a will to the persons (if any) therein specified. Thus, even if the testator had left any real property, BETCO would not have the responsibility of dealing with it. The persons to whom the realty had been left by will ("the devisees") could deal directly with such property. Indeed, the Executor would have no right to deal with it. Thus, in the present case, if the devisees of John Augustus Alexander Virgil could satisfy a lawyer that they had title to any particular piece of land, it would be up to them (and such lawyer) to satisfy any proposed purchaser from them that they had such good title. It would not be the duty or obligation of BETCO. The law was changed in this respect in 1974, but not with regard to the estates of persons dying before 1st September 1974. So BETCO would have neither the duty, nor even the right, to deal with, or attempt to deal with, any real estate of the late John Augustus Alexander Virgil, even if he had any at the date of his death.

However, the point is academic because, as we have stated, apart from residual worthless interests in certain roadways, we do not believe that John Augustus Alexander Virgil owned any part of the said tract at the date of his death.

DATED the 30th day of October 1978.

A. Appleby Spurling Kempe

APPLEBY, SPURLING & KEMPE;