**A COMMISSION OF INQUIRY**

**INTO HISTORIC LAND LOSS**

**IN BERMUDA**

**COMMISSIONER:**

**JUSTICE NORMA WADE-MILLER**

**TRANSCRIPT OF PROCEEDINGS**

**LOCATION: UNKNOWN**

**WEDNESDAY, NOVEMBER 25, 2020**

**MORNING SESSION AT 11:22 AM**

**MR. CHARLES BROWN** 0:01: We mentioned earlier, The Bermuda, Caribbean Engineering Consultants Limited and that's one of the exhibits that was submitted earlier, and is one of the three critical reports that we will draw upon, during the telling of our story.

**COUNSEL DIRK HARRISON** 0:17: And when you say we, you refer to the beneficiaries of the plan?

**MR. CHARLES BROWN** 0:25: Yes, and so, 13th March 1929, Elizabeth Virgil maintained life interest Landstar Mauri Virgil acquired to share of his sister Diana Mary Virgil. So as the oldest child and the only son and the heir, he Landstar Maury Virgil now had two-eighths of the share, and the other shared one-eighth each; so there were six individuals with one eighth and one individual with two eighths making up the eight-eighths of the property as of 1929. Moving on. March 20, 1945, Alfred Stanley Virgil, you see he was granted a share of the property outright ownership. This was the time the mortgage was fully paid. Again, Virgil, Simmons, Henry, Carter as the owners of the property. No transactions to date are in dispute. Virgil, Simmons, Henry, Carter, occupied the land with some comfort and peace. Move on to 1950, there was a Petition Deed where you see Virgil, Simmons, Henry, and Carter sharing in a piece of land to the western side of the property, and they each had a sixth share as you can see from this schematic, dated 14th of February 1950. Then John Augustus Alexander Virgil, takes his position as a major shareholder in the remaining portions of the land, as you can see from the Plan #5, dated 14th of February 1915. And again, Virgil, Simmons, Henry & Carter, those are the names of the families associated with the ownership of this property as of 1950, and there are no disputes with respect to the ownership of this property up until this time.

So now we move to a very important part of the story, we move to the part of the story where we focus on what we call fraudulent transactions. We will focus on the southern portion in the first instance of the property that was is the subject of this story. So moving ahead, there was an Indenture December 9, 1961. That's on Page 15 in your presentation. This Indenture, duly registered in the registrar's office is also included in what we call Somers Report, which is the Bermuda Caribbean report. Thankfully, my mom was smart enough to retain those surveyors so that they would do this work, but the Indenture states in its opening paragraph that it's dated 9th December 1961, between Virgil, Simmons, Henry and Carter and we introduce the Simon's family at this time. To this Indenture lays out the terms as of December 9, 1961, by which this handsome fella John Augustus Alexander Virgil took sole possession of a Lot 4 on the property and will show Lot 4 in a moment. As you can see from the wording in the Indenture, it's rooted in 1885 makes reference to the book of deeds No. 33: Page 1 between Samuel David Robinson and Augustus Virgil. So December 9, 1961 this Indenture which goes onto say that Augustus Virgil his heirs and assigned, shall quietly possess and enjoy the said lot of land and enjoy without any interruption or claims whatsoever from other parties that signed off on the Indenture. And at the end of the indenture, you will see it was signed by Mr. Eric E.A Jones.

And Mr. Eric Jones was the family lawyer and he also witnessed this Indenture. This transaction here is not in dispute.

**COUNSEL DIRK HARRISON** 5:43: You just provided this to us to give context to your presentation?

**MR. CHARLES BROWN** 5:48: Yes, that this is the Indenture that created the legal authority on which John Augustus Alexander Virgil, became the sole owner of Lot 4 for which we will step into in a moment. Panel should also be aware that at this time, Mr. Robert Motyer from Appleby, the family lawyer, Mr. Eric Arthur Jones, and the first cousin Mr. John Alfred Virgil, they were forming an agreement, a covenant on the future of this very piece of property. So we move to the next page, this slide shows the ownership as articulated in the Indenture, December 9, 1961. This is the lay of the land, this is what was recorded, this is what was understood; and is what was accepted as the lay of the land the ownership at the time. The neighbors have changed somewhat. I think Lionel Darrell is now on the southern portion, there is another Simmons there, but for our purposes, this piece of property here is approximately four acres of property to the right hand side of that original seven acre property, John Augustus Alexander Virgil as of December 9, 1961 took ownership. Now, we mentioned that there was a family lawyer at the table Mr. Eric Jones. Mr. Eric Arthur Jones, three days after signing off on the Indenture of December 9, 1961, Eric Arthur Jones, the family lawyer wrote a letter to Ida Melissa Henry, and that letter is presented in your package. And at least three times, family Lawyer Jones is impressing upon Miss Henry and her sister Miss Carter to send me your deeds. He is urging them to carry out instructions. Now we are not clear on what was being planned, but what we do know is that the family lawyer three days later, was running a parallel plan with parties to the December 9 1961 parties to that transaction. So the letter states in part that he is encouraging Miss Jones encouraging Ida Melissa Henry to execute documentation and to work to go along with your sister.

**COUNSEL DIRK HARRISON** 9:06: I just want to avoid repeating myself. This is just a summary of what we're going to go through, the actual document, and have a look at shortly.

**MR. CHARLES BROWN** 9:18: The actual document, the letter that Mr. Jones sent to Ida Melissa Henry, the scanned copy is presented here. We've provided the Commission it is one of the eighteen tabs.

**COUNSEL DIRK HARRISON** 9:32: I appreciate that. I'm just trying to ensure that for the avoidance of doubt on the record I'm just doing a summary. Yes, all these things because what is required as I explained, we need to put it on the record. This is just a summary. I just repeated myself for avoidance of doubt. Okay.

**MR. CHARLES BROWN** 9:52: So this was the family lawyer writing to a party to the December 9th transaction, three days after that transaction saying, "Send me your deeds", and with some urgency in December of 1960/61. So moving forward to December 22, 10 (ten) days later all in December, soon after December 9, Mr. Jones writes a second letter to Ida Melissa Henry and in this case he mentions the provision of money 900 pounds, indicating that there was a Conveyance of property from either Melissa Henry to Eric Arthur Jones. Simultaneously, while this letter was being sent off to Elizabeth Carter and Ida Melissa Henry, there was also a claim that John Augustus Alexander Virgil sold this southern portion of land to Eric Jones and this representation is in the form of a memo from David Wilkinson to the Registry General, claiming that a sale of property from John Augustus Alexander Virgil to Eric Arthur Jones did in fact take place on the 24th of January 1962. This is the note, the message in the memorandum that David Wilkinson submitted to the Registry General with respect to this property. Now, before we get into some of the additional details around that memo, just would like to advise that the owner of the property as we understand it, at the time, Mr. John Augustus Alexander Virgil, Uncle John, he was not in good health. He was living with his niece, my mother at the time, and she was pregnant. So in 1969, seven (7) years after land was presumed was supposed to be sold from John Augustus Alexander Virgil to Eric Arthur Jones, David Wilkinson submits this memo. There's no Sales Agreement, not have been produced today, and there is no Indenture addressing this sale or this claim to ownership. And we've mentioned that a full seven years have passed. We mentioned that the bank had engaged in an investigation. The bank's investigation indicated that the Indenture that would cover this claim of a sale they said it is missing; but they have no doubt as to its existence.

**COUNSEL DIRK HARRISON** 13:21: Repeat that one point.

**MR. CHARLES BROWN** 13:24: The Bank of Butterfield were requested to conduct a report by an investigation by the beneficiaries as part of our claim into title to the land that they were the executives for. They were asked to conduct an investigation into the title of the land. They retain Appleby to produce this report - we will get into some of that detail later. But in their report with respect to this transaction, the Indenture they state - 'It has not been produced to us - it is missing; but we have no reason to doubt its existence". That's what Bank of Butterfield will put in their report but we can examine that in some detail a little later. So Uncle John is not mentioned here. Just his memo, from David Wilkinson professing that the sale took place. So this we see as a very important, very important piece of evidence that links further transactions, but we'll come back to this at another time. But for the Eric Jones piece on the southern portion, this is the documentation that is used in part to demonstrate legal ownership, and we take issue with that.

**COUNSEL DIRK HARRISON** 14:54: And just from emphasis, you said the southern portion you will exhibit one of the side report to show us the southern portion, have you not referred to it yet?

**MR. CHARLES BROWN** 15:07: We have and we will get to it in a moment. So that was January 24, 1962, which was shortly after December 9, 1961. Now we move to January 26, 1962 the Covenant mentioned, he was being prepared by Robert Motyer. Eric Jones and John Alfred Virgil. Members could be excused if there is any slight confusion because of the names. There is John Augustus Alexander Virgil John Alfred Virgil, we see him as the imposter, one who was posing as Uncle John. John Virgil lived in Somerset, John Augustus Alexander Virgil lived in Pembroke. So as far as the Covenant is concerned 1962, January 26, the participants Robert William, Eric Jones, and John Alfred, and this letter states is addressed to John Virgil, Somerset that would be who we call the imposter, cousin John Alfred - we enclose herewith our check made payable to you, for 1,025 pounds, represented the balance due to you from Mr. E. Eric Jones, on the sale from you, (that would be Mr. John Virgil) to Mr. Jones for a portion of your property in Southampton. We enclose herewith a copy of the statement from Mr. Jones to us, which shows the payment to us of 1,030 pounds. We include also our receded account for professional services. That's the portion on the left hand side. That is the receiving account for the professional services for five pounds, and the enclosed check for the balance of 1,025 pounds. And they go on to say that we propose therefore, to deliver the Deed of Conveyance to Mr. Jones, and now it goes on to say we will keep the previous title deeds to the property for the time being. Since Mr. Jones, will be preparing a Covenant for production which our Mr. Motyer discussed with you at your recent interview. So John Virgil from Somerset, who is the imposter posing as John Virgil from Pembroke, who owned the land, he had an interview with Mr. Motyer. This is an Agreement between these three gentlemen, where they agreed, seems to exercise a plan for the future of this property. So as we move on to the lay of the land, we see what the ownership look like, on the basis of what Mr. Eric Jones is claiming. So he's claiming ownership of this southern portion of Lot 4 and this is January 24, this is six (6) weeks after signing off on the Indenture of December 9, 1961. A full six weeks afterwards, the family lawyer is claiming ownership to half of the property that he just signed off on as being the sole ownership of John Augustus Alexander Virgil. Seventy-seven (77) years this property has been in the family, and after six weeks, this is the claim of the family lawyer.

**COUNSEL DIRK HARRISON** 19:49: In your mind based on your presentation, is there an opinion that you share with regards to that behavior.

**MR. CHARLES BROWN** 19:59: This is evidence of failing to meet the legal standard for transfer of property title. The claim of ownership is challenged as to its legality, and the ownership of the title is claimed by the beneficiaries and all transactions flowing thereafter. This one question with respect to their legality, because this is the gatekeeper transaction for the southern portion, just as we have a gatekeeper transaction for the northern portion.

**COUNSEL DIRK HARRISON** 20:37**:** And by way of the continuation, are you saying this is proper or improper?

**MR. CHARLES BROWN** 20:42:The claim by Eric Arthur Jones is improper.

**MR. CHARLES BROWN** 20:54:Okay, so again, there is no Sales Agreement and there is no Conveyance to support Eric Jones's claim to half of Lot 4, the southern portion.

So as we look to understand Eric Jones's behavior soon after January 24, 1962, we can look and see that there was a flurry of Conveyances. And look at the dates December 9, 1961, December 19, 1961. How does Eric Jones convey a piece of land from the southern portion to anybody, let alone to John Alfred Virgil, isn't he the cousin? So Eric Jones drafted all these Conveyances, leading up to the Indenture of January 24 1962, which we cannot find, which has not been produced, which the bank says it's missing, which David Wilkinson said a sale took place and here's the memo. But in the meantime, Eric Jones was drafting Conveyances, before the ink was even on the Indenture, Six (6) Conveyances between December 9, 1961, and January 24, 1962 when he claimed ownership; and there was John Alfred aiding and abetting, willing to assist we do not know what benefits he got but he was apparently quite willing to sign off on these Conveyances. We believe that this is one of the outputs of the Covenant that they struck in 1962. We believe that this was what they were up to. So this schedule of conveyances shows you the intent, the mindset of Eric Arthur Jones who witnessed the 1961 transaction on behalf of the family and would simultaneously be engaged in this kind of behavior.

**COUNSEL DIRK HARRISON** 23:21: Can you just stop and reference, so we can follow and remind us of the date of the passing of John Augustus Alexander Virgil?

**MR. CHARLES BROWN** 23:38:Interesting question Sir, he had not yet passed; but he passed on January 1972.

**COUNSEL DIRK HARRISON** 23:48**:** Could you check the records and give us the correct date.

**MR. CHARLES BROWN** 23:54: Yes. He died January 17, 1972.

**COUNSEL DIRK HARRISON** 24.02: You may continue.

**MR. CHARLES BROWN** 23:54**:** Thank you, Sir. So Eric was doing, excuse my language, he was doing his thing. In December 1961, he was signing off on the Indenture, but over here in the shade, he was conducting a flurry of Conveyances with John Alfred Virgil; we heard he was a jealous cousin, but we don't know. But he was involved with Eric Jones to execute these Conveyances.

**MR. CHARLES BROWN** 24:05**:** Now, we're going to recap, this southern portion. You're looking at these activities a little closer this time and is designed to help you appreciate the proximity of some of these actions when they took place and just how unreasonable you might believe they were. So we can see that there was considerable unethical behavior by family lawyer Jones. So in December 9th, Jones was at the table. Step 1, when the family agreed the conveyance terms were Lot 4 was bequeathed to John Augustus Alexander Virgil. Well, three (3) days and ten (10) days later,

**COUNSEL DIRK HARRISON** 25:30**:** Just pause, this fact that you are relaying that he was at the dining table, exactly what's the source of that.

**MR. CHARLES BROWN** 25:45**:** He was a witness to the December 9, 1961 Indenture, which bequeathed the four (4) acres of property to John Augustus Alexander Virgil. It is that piece of property that he was a legal witness to that transaction, he was at the table as a witness for that transaction December 9, 1961.

**COUNSEL DIRK HARRISON** 26:08**:** I am sorry, I was taking you literally, meaning that he was at the table, I thought someone told you.

**MR. CHARLES BROWN** 26:14: Okay. Okay, so I see. Yes, sorry. There was an occasion when the December 9 1961 document was signed.

**COUNSEL DIRK HARRISON** 26:20: And I understand now, move on

**MR. CHARLES BROWN** 26:26**:** Okay. Thank you, sir. As we work through the timeline, summarizing this activity from 1961 to 1964, we can see that the family agreed to terms of Conveyance 1961 to 1964. And then Mr. Jones had written to family members, namely Melissa Henry, and Elizabeth Carter, ‘send me your deeds, got something else going on in the margins, don’t tell anybody’. We don't know what was going on, but he was writing to family members, and low and behold drawing up Conveyances simultaneously, and on the 24th of January, he claims ownership to the southern portion. Again, six weeks after signing off on proximately four acres of land owning to his client, he now says he owns half of it. Okay, so working through the timeline, on the 26th of January, that was a reminder that the Covenant that Robert Motyer, Eric Jones and John Virgil from Somerset agreed to. Then from January 1962 through to 1966, another four Conveyances were drawn up. Then in 1964 prior to 1966, Robert Motyer set with John Augustus Alexander Virgil, and had him draw up a Will for the full four(4) acres of property. So Robert Motyer set with John Augustus Alexander Virgil and helped him to prepare a Will for the full four acres approximate of Lot 4. That's the people that my brother spoke about, when he talked about a callous disregard for the law, and an arrogance and ignorance and money muscling power, writing a Will for your client when you presided over the fraudulent claim of half of the property that you now included in his Will. So let's ask further questions around the southern portion of this property that Eric Arthur Jones is laying claim to on the strength of a memo that David Wilkinson sent some seven years after the transaction supposedly took place. Let's have a closer look. So we have 10 issues that we believe challenge the legality. Ten (10) issues that we think speaks to fraudulent claim to the ownership of this property the southern portion of Lot 4.

**MR. CHARLES BROWN** 29:44**:** The first issue is this notion that after 75 years, over 75 years the family has owned this property, has held this property. We are being asked to accept that six weeks after John Augustus Alexander Virgil takes possession, the family lawyer claims ownership to half of it - that's not reasonable. It's not reasonable or likely that the documentation, the appropriate documentation to conduct a legal transaction within six (6) weeks, over Christmas, they had to chop up pie and fruit, clean up, a lot happening Christmas parties and Eric claims that the documentation was all pulled together over six (6) weeks. Where were the family members that were parties to this Indenture that granted Eric Arthur Jones half of this Lot 4? So we believe that the paperwork would be very difficult to pull together.

**MR. CHARLES BROWN** 30:33**:** The third issue is that there is no money. There's no money, there's no record of any sale. And there's no known correspondence that's linking John Augustus Alexander Virgil, and Eric Arthur Jones to the sale of any of this property apart from the memo that David Wilkinson, we believe hastily put together in 1969; and there is a reason why he put that together in April of 1969.

**COUNSEL DIRK HARRISON** 31:25**:** Specifically, when you say in legal terms - no consideration nothing was passed.

**MR. CHARLES BROWN** 31:31**:** Correct note not at the time, there's noise later on around a transaction, but we'll come to that. But for our purposes at this stage, January 24 1962, there was no consideration at that time as far as we're concerned. Now during the weeks Item 4 we know that Mr. Jones drafted half a dozen Conveyances. This property, as we say was slice and dice, and sold to others before the missing Indenture of January 24 1962. He sliced and diced before that was even prepared. That was the comfort it appears with which they conducted their business that they would prepare conveyances before he even attempted to falsely claim ownership to the property.

**MR. CHARLES BROWN** 32:31: The 5th issue we raised is that the Registry General they received a memo from David Wilkinson, Cox, Hallett and Wilkinson, seven (7) years after the purported sale. The memo to the Registrar General's office was dated 1969. But the sale to Eric Arthur Jones supposedly took place in January 24, 1962, according to the memo, from the former Speaker of the House, in his capacity as lawyer, counsel, Cox, Hallett & Wilkinson represented this transaction. That's what he said.

**COUNSEL DIRK HARRISON** 33:14**:** Can I just, I know you made this point? I believe on your earlier slide on Page 21 probably you could just go back to share with the Commissioners the point you are making.

**MR. CHARLES BROWN** 33:27**:** Yes. 21 is the master document. Yes, so this we indicate that there is no documentation and the documentation we speak of is a Sales Agreement or a Conveyance/Indenture that connects John Augustus Alexandre Virgil, Eric Jones to the southern portion of the property, the memo on the screen now on the right hand side, this is a transcribed memo, which is included in your handout of the Caribbean Report, and it's in that indenture dated December 9, 1961. This memo is from David Wilkinson's office, it's being sent to the Registry General's office, Valerie Scott was the Registrar General at the time. This memo says that in 1962, John Augustus Alexander Virgil sold to southern portion to Eric Jones, this is what the memo says, But the memo, is not supported by any other legal instruments. So I could have wrote this memo while I was on vacation it did not matter, anybody could write this anywhere. This don't make anything legal is simply states or you might as well issue a tweet to say you won the election if you ever write this - it is of a similar value. Well, he could have said something on a low level. So this memo we submit is not of great value as it relates to legitimize in any transaction between my great uncle and the southern portion of his property. So we were recapping the issues that surround the southern portion.

The sixth issue that we raised is that we mentioned that Butterfield in their capacity as an executive for the property, were requested to conduct a report into the title of the property. The report was authored by Robin Williams, who work for Appleby. Now, you may have heard stories of 'the fox watching the henhouse'. This is what we think about when we learned that Appleby through Motyer, crafted a report on the ownership of the property, but we'll have a closer look into the report further in the presentation. But at this stage, he does indicate that Motyer, who was involved hands on in the southern portion, was then charged with crafting a report on the ownership on the property and he was involved with.

Pt 7. In the Appleby's/Motyer report, it states with respect to the transactional data Indenture they say it is missing. Imagine the bank doing an investigation on the title of property and a gatekeeper transaction like the southern portion, half of the property we're talking about they are saying, "We can't find it". But we have no reason to doubt its existence. This Pt 7... P8 is Eric Jones, Robert Williams and John Alfred from Somerset, they establish a covenant they had an agreement on how to divvy up this property how to use this property going forward. The ninth point, we would like to share with you is that the beneficiaries have held and maintain possession of the title deeds to this property.

**COUNSEL DIRK HARRISON** 37:34**:** The original?

**MR. CHARLES BROWN** 37:36:Yes, Yes Sir, that's correct. Yeah. So the beneficiaries, hold the title deeds,

**COUNSEL DIRK HARRISON** 37:44:This is for the seven (7) acres?

**MR. CHARLES BROWN** 37:46:Yes, this touches the seven (7) acres because it speaks to the petition and other deeds and transactions that are not in dispute. The dispute shows up in 1961 and 1962. Look at the property, look even the properties running north to south in terms of its divisions. And here comes Eric Arthur saying, “...we are going east to west”, because he wants the southern portion. But the deeds to the property are in the possession of the beneficiaries and have been so since Uncle John's passing - 1885 straight through to 1950. And so this transaction does not align. That's very kind words.

**COUNSEL DIRK HARRISON** 38:36:And can I just pause here, that document that is in the possession of the beneficiaries.

**MR. CHARLES BROWN** 38:42:That has been presented to the Commission, A thru M and I'm not sure which letter but it's an early one.

**COUNSEL DIRK HARRISON** 38:52:This actual you have presented to us photocopy what about our copy. What I'm going to ask you to do and I know we're going to go back through this exercise to produce evidence of the supporting documents for the purpose of the exercise. And I'm going to ask you to ask the consent of each beneficiary to take the original here one day, so we can compare it with the copies here. The commissioners, I'm sure would like to see that

**MR. CHARLES BROWN** 39:22: The original deeds.

**COUNSEL DIRK HARRISON** 39:25:And then you can return with it. So what I'm saying is when we get there, we're going to ask you to take the original along with the copies so that the commissioners can see it; and then you can take it back home, we don't want to keep it. We just want to verify the same thing. But when we get there, I am just alerting you now, but you may continue

**JUSTICE NORMA WADE-MILLER** 39:44: I just wanted to say that once we see the original, I can certify that it's a true copy. You know once we see the original copies, I can certify that the copies are true copies of the original, and return the original right back to you. So we're not holding onto your deeds, you have possession of it.

**MR. CHARLES BROWN** 40:21:So the last issue that we have, at least the last one we shared today with respect to the southern portion is that, John Augustus Alexander Virgil, you know, if any of the commissioners knew him, he was a proud man, dressed. If you think this man dresses well, you would want to see Uncle George dressed very well, always immaculate, he had no children, and he didn't have a wife; so he was very keen on protecting his family, his nieces and nephews. And so it's most unlikely that he would not have done so. But the reason I say this is because he was living with my mother, at the time, when this transaction supposedly took place and he was not in good health. In fact, my mother was pregnant with me at the time. And she impressed upon Uncle John to do better Sir, because I'm not going to be able to bring this child in this world. So the memory of what was taking place in January 1962 is quite strong.

**COUNSEL DIRK HARRISON** 41:39: John Virgil is your great uncle?

**MR. CHARLES BROWN** 41:42: That's correct. My mother's uncle. So he was not in good health, when he lived with his niece through December 1961 and thru to January 1962, when this sale of the southern portion, almost half of his land was taken. So that is the ten (10) issues that we have, with respect to Eric Jones, working in cahoots with David Wilkinson and Robert Motyer, to lay claim to the southern portion of this land of Lot 4 up in Spring Benny.

**COUNSEL DIRK HARRISON** 42:22:What does this mean please at the center of the slide? That was the representation there, he took us through the 10 points. Could you share what is displayed there?

**MR. CHARLES BROWN** 42:35: This is a representation of the seven acres of land and how the seven acres was divided up amongst the Virgil, Simmons, Carter and Henry families from 1885 through to 1950, when there is December 1961, sorry, when there is no dispute. And then we show this portion with Eric Jones where he's inserted his claim or the ownership of that southern portion of the property, does this help? So those are the 10 issues we invite you to consider as it relates to the claim of legal ownership on this property by Eric Arthur Jones. Moving on. So that was 1962.

Now we move to 1964. John Augustus Alexander Virgil, had a Will prepared and this Will states dated 21st May 1964. His full name is there but he says that he appoints The Bank of N.T. Butterfield & Son Ltd to be the sole executive of this my Will. That's clear. We see that in the middle and near the top. It says I appoint Bank of N.T. Butterfield & Son Ltd to be sole executive. And then this is his signature up on the right underneath his picture. That signature will be the subject of further focus. Also note that at the bottom of the Will it's Robert Motyer signature. So this is 1964. In 1962, Robert Motyer, Eric Jones and John Alfred, cousin from Somerset, they put a Covenant together. Remember that in 1962, they are putting a Covenant together and Robert Motyer is now sitting with Uncle John, saying "Let’s get your Will done up". White man, lawyer, young black man may be intimidated. They were acquaintances, they knew each other's business in terms of the professional business. Uncle John had a tailor shop. He had to walk past Robert Motyer's office in order to get to and from his shop. So these gentlemen knew each other so Motyer, lawyer for Virgil, crafted his Will, May 21, 1964. A closer look at the Last Will and Testament to verify Robert Motyer from Appleby. On the left hand side, you can see the cover of the Will dated May 21, 1964, Appleby's inscription. The middle exhibit is what we looked at just the slide prior. And then here we see the bank being listed as the sole executive.

The second bullet, this Will is governed by the Trustees Act 1876: section 50. That's a very important reference, because the bank later on say they have responsibility under the Trustee Act 1974. Yeah, we'll get into that in a moment. But at this stage we will draw to your attention that this Will, drafted in 1964 under the stewardship of Appleby's Robert Motyer, was governed by the Trustee Act 1876: Section 50. Moving on. So the lay of the land at the time he wrote his Will, is as you see it. Now we went through ownership of the property and how the titled change with petition deeds and others there is no dispute until we got to 1962. But this is what Uncle John believed to be the lay of the land at the time Robert Motyer signed off on his Will in the 1964. But remember, in 1962 Eric Jones was laying claim to the southern portion. In 1962, Eric is laid claim to the portion that Robert says Uncle John owned in 1964 and 1962. 1962 and 1964, now you know what comes first. Now this was the wishes of my great Uncle John. Now these are the beautiful people that Uncle John had in mind, not Eric Jones. These are the beautiful people Uncle John had in mind when he wrote out his Last Will and Testament in 1964. Aunt Eunice, his niece she liked smiling and she liked to joke also, she has passed on bless her soul. Aunt Sylvia, she is up in age but is still with us, soldering on. Marie Spence, another niece of Uncle John’s. She lives in Springfield, Massachusetts. Here is Uncle Mo, he has passed on. He liked talking loud, he use to say, "Where is my land?” And then we have Uncle Glen. And Uncle Glen is in the audience today. And Uncle Glen would tell you "Just this? - No, this is "Just about us", he would say. Not justice, he believed in ‘Just Us’. I remembered that phrase uncle. Another beneficiary was my Aunt Mary she has passed on to, from Southshore Warwick. Aunt Mary passed on and Barbara. Grandma and my mother. The soldier, Barbara Brown has stood firm for 48 years fighting this fight honoring her uncle's wishes. These are the seven beneficiaries named in his Will of May 21, 1964. No Eric Jones, nobody else these beautiful people, seven nieces and nephews. So that's the conclusion of the southern portion. We're Eric Jones, along with Robert Motyer and John Alfred from Somerset, concocted to lay claim to the southern portion. So now I'd like to move on this Presentation to the northern portion of this land.

**JUSTICE NORMA WADE-MILLER** 50:07:Before you go on Mr. Brown, I am being reminded that usually we break at 12 o'clock. And I think we're right there. So counsel this maybe a convenient point. In terms of going ahead, I'd like to get the timeline because I have to get into the office to the secretary at some point to get these adverse notices out. So perhaps if Mr. Brown, you could tell us how much longer you think you're likely to be?

**MR. CHARLES BROWN** 50:41: I would say another 60 to 70 minutes at the most subject to questions.

**JUSTICE NORMA WADE-MILLER** 50:52: Your brother has to speak after you?

**MR. CHARLES BROWN** 50:55:He may depending on how difficult it is for me.

**JUSTICE NORMA WADE-MILLER** 51:01: I'm just thinking that do you think two hours or an hour and a half.

**MR. CHARLES BROWN** 51:06**:** An hour and a half should or two hours conservatively should do it, because we may have some dialog.

**JUSTICE NORMA WADE-MILLER** 51:15: We must get to the office to get the notices out, because we want to press on with this letter. Certainly two hours should do it, so that means you should continue your evidence today. You have a maximum of two hours. Don't think I'm pressing you,

**MR. CHARLES BROWN** 51:30: We're fine.

**JUSTICE NORMA WADE-MILLER** 51:31: We're not unduly because I believe in giving people enough time to present. But I just have to look at it and interface it, with the other things I have to do in relation to this matter.

**MR. CHARLES BROWN** 51:43: Yeah, yeah, we're fine with that. That's fine. Two hours later on today or after the break.

**JUSTICE NORMA WADE-MILLER** 51:48: Should we start a little earlier or what? Are you able to start at one o'clock?

**MR. CHARLES BROWN** 51:59: Yes.

**JUSTICE NORMA WADE-MILLER** 52:02: Of course, I can't speak for myself on this. So we will resume at one o'clock and then that will give me sufficient time to break.

**END OF TRANSCRIPTION AT 52:21**