

5/81



**IN THE PRIVY COUNCIL**  
**ON APPEAL**  
**FROM THE COURT OF APPEAL**  
**OF THE WEST INDIES ASSOCIATED STATES**  
**SUPREME COURT**  
**VIRGIN ISLANDS**

**ELLIS SKELTON**

Appellant

**RICHARD HOGARTH MADURO (Junior)**  
**CONRAD MADURO**  
**OMAR HODGE**  
**(Administrators of the Estate of**  
**Richard Hogarth Maduro (Senior)) and others**

Respondents

**RECORD OF PROCEEDINGS**

IN THE PRIVY COUNCIL

of 1978

ON APPEAL FROM THE COURT OF APPEAL  
OF THE VIRGIN ISLANDS

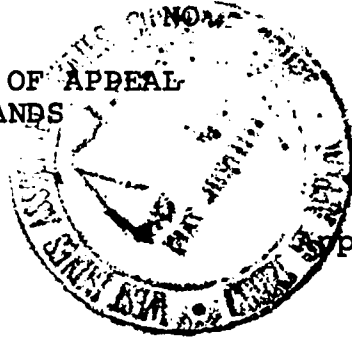
BETWEEN:

ELLIS SKELTON

and

RICHARD HOGARTH MADURO (JUNIOR)  
CONRAD MADURO  
OMAR HODGE  
(Administrators of the Estate of  
Richard Hogarth Maduro (Senior))  
and others

Appellant  
Respondents



RECORD OF PROCEEDINGS

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No. 1  
24/4/72

VIRGIN ISLANDS  
LAND ADJUDICATION ORDINANCE 1970  
CLAIM FORM

- 1. Your (Claimants) Name  
(in block capitals) ...ELLIS.ALDINGTON.SKELTON..
- N.B. If land is owned by  
more than one person  
state the names and  
addresses of all owners 10  
continuing on reverse  
side of this form if  
necessary.
- 2. Address ..... Road Town, Tortola, B.V.I. ....
- 3. Whereabouts of land claimed ..... Fish Bay, Tortola .....
- 4. Estimated acreage (if known) 35 acres by estimation .....
- 5. Are you claiming ownership ..... Ownership .....
- or other interest in the .....
- land? If the latter state .....
- what interest. 20
- 6. Is your claim based upon ..... Documentary Title - .....
- long possession or documen- Deeds No. 11/1905; .....
- tary title? If the latter 35/1906; 53/1949; .....
- please send brief particulars 70/1949; 74/1951; .....
- (but no documents) with this 11/1956. ....
- claim.
- 7. Are you appearing in person? YES/~~NO~~
- 8. If 'No' give name and ..... Yes .....
- address of the person .....
- representing you. .... 30

Signature ..... (Sgd) E. A. Skelton .....

Date ..... 24th April, 1972 .....

OFFICIAL USE

Date Received ..... 24/4/72 ..... Receipt No. ..... Road Town .....

Claims Register No. ..... 28/753 ..... Adjudication ..... East Central .....

Section ..... Long Look .....

VIRGIN ISLANDS LAND ADJUDICATION ORDINANCE 1970

No. 2  
30/6/72

SECTION Road Town .....  
LOCATION Fish Bay .....

DISPUTE FORM

TO BE COMPLETED BY THE DEMARCATION OFFICER

DISPUTE BETWEEN:

PARTY A:

Claim No ..... 28/753 .....

Name of Claimant or

Representative ..... Ellis Skelton ..... 10

Address of Claimant or

Representative .....

Party B:

Claim No ..... 56/1503 .....

Name of Claimant or

Representative ..... JOHN MADURO et al .....

Address of Claimant

Representative ..... Conrad Maduro, Baugher's Bay .....

Party C:

Name of Claimant or ..... 20

Representative .....

Address of Claimant or

Representative .....

NATURE OF DISPUTE

Purely a title dispute between the above parties.  
Ellis Skelton claims to be sole owner of the parcel.  
Conrad Maduro claims that the parcel should be held  
as Owners in Common.

Witnessed this 30th day of June 1972

Signed ..... John R. Vincent .....

Position ..... Demarcation Officer .....

NB Conrad Maduro would like 2 weeks notice of the date of the inquiry in order to give notice to the lawyers.



No. 3

6/2/73

HEARING

BVI/D/P/41/72

Hearing opens at 10 am Tuesday 6th February 1973. Mr. J. S. Archibald representing the Maduro family Mr. McW. Todman for Mr. Ellis Skelton. Mr. Archibald also has a watching brief for Emma Fahie.

Mr. Archibald states that in the absence of the Hon. Conrad Maduro who is off-island he proposes to do no more than outline his case and produce documents.

ARCHIBALD  
OPENS

By Deed 35 of 1906 Joseph Skelton now deceased became Trustee of certain lands at Fish Bay for 7 children (Names in Deed). They were the children of Rosita Maduro, John James Maduro dec'd Richard Hogarth Maduro dec'd Ellen Eliza Maduro (mother of Ellis Skelton here present) Elizabeth Maduro dec'd. The following are the children of Rosita Maduro & Joseph Skelton. Claudius Waldemar Skelton dec'd. Emma Clothilda Fahie, Alice Laticia Vanterpool dec'd. Deed states that in event of either of his (Joseph Skelton's) children dying without issue or unmarried that portion shall be divided as follows - one half to the Maduro's and the other half to the Skeltons. Does not provide for Maduro children dying unmarried or without issue. No Skeltons died unmarried and without issue. Only one Maduro and one Skelton are alive. 10 20

This deed provided that there were 56 acres of land at Fish Bay. Excluded from grant 4 acres Helen Skerrit to Robert Ingram & Wm James Rymer. Excluded 2 acres previously Helen Amey to John James Maduro. Excluded 7 acres which Joseph Skelton had purchased from Government (13) maintains that Joseph Skelton obtained from Provost Marshal land then owned by Helen Bagnell (vide deed 11 of 1905). 30

There is a miscalculation in Deed. Subtracting 4 2 and 7 acres. 13 in all should have 43 but when the land was apportioned only 42 acres were dealt with. John James Maduro 4 Richard Hogarth Maduro 6 Ellen Eliza Maduro 6 Ann Elizabeth 4, Claudius Waldemar Skelton 8 Emma Clothilda Skelton (Fahie) 7 Alice Laticia Vanterpool 7 (42 acres only).

The gravaman is in the wording of the deed "To hold unto the use and behoof of the said Joseph Skelton his executors administrators and assigns the said forty three acres of land hereby conveyed but in trust nevertheless for the uses purposes and intents hereinafter mentioned that is to say in trust to hold direct manage and control the same in such manner as to him might seem most beneficial to the interest and welfare of 40

the following children of Roceita Maduro to whom the said lot of land doth from and after date hereof solely belong in proportion however hereby allotted and expressed."

Submits that when Trust created it created also a special relationship. An express trust as opposed to an implied trust. Unless, therefore a person was a purchaser for value without notice he is bound by that trust & his possessions is always deemed to be that of the person or persons beneficially entitled under the Trust to the land also must emphasise the question of trust is a matter for the A.O. & L.A.O. Section 17 (4). 10

Submit that Trust will qualify under "relationship of portion or from other special causes".

Contention that Ellis Skelton has the greater portion of the land which he holds affected by an express trust and he is not able in law of that possession or of any limitation act.

Laws relating to Trust. Limitation Act does not apply to person holding land on Trust. 20

DOC. C. Deeds held by Ellis Skelton. No. 55 of 1943 from Joseph Skelton (trustee) to Ellis Skelton a deed of gift - transfer to Ellis Skelton "that the said Joseph Skelton shall still retain control of the aforesaid portions of the various persons designated in Deed 35 of 1906 and after the death of the said Joseph Skelton the said 14 acres shall revert to Ellis Aldington Skelton.

DOC. D. Produces C.T.C. Deed 53 of 1949. Ann Elizabeth (Maduro) Mercer gave Ellis Skelton the 4 acres. No contention over this 4 acres. 30

DOC. E. Joseph Skelton died 17.3.1948 Death Certificate produced (Document E).

Submits that Ellis Skelton knew from the Deed 55 of 1943 and from 53 of 1949 he had notice that Fish Bay land was in a Trust as mentioned in the deeds.

DOC. F. Produces document 70 of 1949. Ellis Skelton purchases interest of Alice Laticia Skelton 7 acres No contention.

DOC. G. Produces Deed 74 of 1951 Ellen Eliza Maduro to Ellis Skelton (mother to son - deed of gift) No contention 6 acres. 40

Understand that Ellis Skelton in possession over half of the estate even though he knows it is Trust land.

John James Maduro was married and his portion is involved. Richard Hogarth Maduro married 12 children

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6/2/73

all alive. Emma Clothilda Skelton Fahie is married and is alive. When Joseph Skelton was alive he also had lands not affected by the Trust (Deed of 1906). Same Joseph Skelton who gave to Ellis Skelton 14 acres (Deed 55 of 1943) gave Richard Hogarth Maduro 6 acres of land not affected by the Trust. Produces original Deed 78 of 1943.

DOC. H.

DOC. J. Produces Deed 79 of 1943.

Contends that Joseph Skelton gave away his own land to Richard Hogarth Maduro. John James Maduro, Richard Hogarth Maduro and Emma Clothilda Skelton Fahie no land from Trust Doc. A shows boundaries of Fish Bay Estate. John James Maduro being dead his interest will be determined under Deed 35 of 1906. Also Richard Hogarth Maduro & Emma Clothilda Skelton Fahie. Bayside land is being used by the Maduros. They are entitled under the Trust.

10

Bayside bounds to be explained by Mr. Conrad Maduro who has Power of Attorney. Richard Hogarth Maduro gave power of attorney to son Richard and grandson Conrad Maduro. Includes power to initiate legal proceedings. Power of Attorney produced.

20

DOC. K.

DOC. L. Produces Deed 11 of 1905 - Provost Marshall to Joseph Skelton - one year before Trust formed. Skelton has a share. Cannot claim any portion of land.

TODMAN  
OPENS

Mr. McW. Todman. Begins 20.5.1905. Joseph Skelton purchased from Provost Marshall lands at Fish Bay. Ellis Skelton will say that his father told him that the Bayside land was Hetty Bagnell's and also Cliffside similarly purchased. Deed of Trust 35 of 1906 4.9.1906 describes Fish Bay Farm but excluding lands purchased by Joseph Skelton and others. Joseph Skelton managing, directing etc., do what he thought best for beneficiaries.

30

Joseph Skelton put sons in possession of Trust lands.

John James was put in possession of another parcel. Emma Skelton who married and remarried in Baughers Bay was put in possession. Claudius Waldemar was put in possession of distinct parcel which he cultivated.

Alice Vanterpool married & lived in Virgin Gorda was not put in possession of any of the Trust lands. Nor was Ann Elizabeth Mercer nor Ellen Maduro 3 sisters not allotted parcels.

40

Deed 55 of 1943 - grant give confirm convey and transfer absolutely unto the said Ellis Skelton etc. title and interest of the remaining portion of 14 acres of land approx. in the Fish Bay Estate of a total acreage of

fifty-six acres as per deed 35 of 1906. That the said Joseph Skelton shall contain the control of the afore-said portions etc.

78 of 1943 and 79 of 1943 (15.9.43) conveyed in 78/43 to Richard Hogard Maduro area shaded blue (on document B) 6 acres more or less. Deed of Trust allocates 6 acres to Richard Hogard Maduro. On the same day Joseph Skelton conveyed to Richard Hogard the piece of land shaded black on Document A (at Kingston end) Joseph Skelton had given to Richard Hogard land which Richard had been in actual possession before it was deeded to him. Conveyances speak of gifts. 10

In July Joseph Skelton conveyed his own land nothing remained to give away in Fish Bay as beneficial owner. If he did convey anything to Richard Hogard Maduro we have to find what he did convey. Evidence to show Richard Hogard had been in possession for years. July 55 of 43. Joseph Skelton divested himself of interest in his own lands.

When all these facts are reviewed it will be seen that if Richard Hogard Maduro received anything - he received a grant of Trust lands. 20

Richard Maduro accepted the grant of land therefore as far as Richard Maduro is concerned he had his portion of Trust land de facto and de jure. As far as the other beneficiaries are concerned I am unable to say who is making a claim. As far as Richard Hogard is concerned it was a satisfied trust. John Maduro died in 1930 and part of trust land he had possessed persons purporting to be his legal representatives sold it to the sons of Richard Hogard Maduro (shaded green on document B) John Maduro died in possession of his portion of Trust lands. 30

Many persons including John, Richard Hogard & Emma Fahie were in possession of Trust lands distinct parcels before Ellis Skelton was born. Ellis Skelton acquired interests by Deed 53 of 1949 of Anne Mercer. Alice Vanterpool Deed 70 of 1949 and interests of Ellen Maduro Deed 74 of 1951 (mother). All three were beneficiaries who have not gone into possession and whose land therefore was still in possession of the Trustee. In 1956 Deed 11 of 1956 Ellis Skelton acquired the interest of Claudius Waldemar Skelton. Ellis will in his evidence say that Claudius Waldemar was in possession of a distinct parcel. Also where parcel was situated on the ground next to parcel conveyed to Richard Hogard Maduro. When Ellis Skelton acquired these interests he moved into Fish 40

No. 52/3/73

Bay lands taking possession of land which had been his fathers, the area which had been in possession of Claudius Waldemar Skelton and the area which had not been allotted to any of the beneficiaries.

He did not interfere with the possession of Richard Hogard Maduro, nor Emma Fahie nor of those who are claiming through John Maduro. Joseph Skelton bought land before the Trust was made, a distinct parcel, the whole of Bayside and second parcel called Cliff & Cliffside. That he managed the Trust to the benefit of beneficiaries. 10  
He put four of them Richard, John, Claudius, Emma in possession of Trust land. They remained undisturbed possession for many years & their interests under the Trust had been satisfied (their respective interests). That in July 1943 (55/43) Joseph Skelton gave all the land he owned outright in Fish Bay to his son Ellis Skelton. That conveyance made to Richard Hogard Maduro in Sept. 1943 mainly confirmed his possession of Trust lands he (Richard) had been holding for many years. 20  
The lands of which Ellis Skelton is in possession are not lands which have been affected by the Trust.

Will bring evidence to show that the Maduros are not in possession of Bayside.

Adjourned 12.20 p.m. Tuesday 6th February 1973 to a date to be mutually agreed by Archibald and Todman after Monday 12th February when Conrad Maduro will have returned to the island.

Deeds loaned to Archibald at 3 p.m. and receipt obtained.

(Sgd) P.G. Owen

6.2.73

30

Archibald and Todman agree on 1st March 1973 to resume hearing at 10 a.m. on Friday, 2nd March 1973.

(Sgd) P.G. Owen

Resumed 10.35 a.m. Friday 2nd March 1973.

1ST WIT Richard Maduro, 53 years, farmer and painter of Baughers Bay duly sworn states - I know Ellis Skelton here present. I know Joseph Skelton. He died in 1948. He was no relation. Here is his Death Certificate (Doc E). He was not married to Rosita Maduro. I knew Rosita who was my grandmother. She died before Skelton. About 5 or 6 years ago I learned of the Trust Deed. That is the Deed No. 35 of 1906. The deed names 7 children, John James Maduro, (dec'd). He was married. He had no children. My father was Richard Hogarth Maduro. He died last year aged about 95. He had eleven children. I recall Ella Eliza Maduro. She is alive (Witness' father married). She is the mother of Ellis Skelton. 40

I knew Ann Elizabeth Maduro the 4th person in the deed. She married Mercer. No children. I recall Claudius Waldemar Skelton. Died a few years ago. Married. No children. Emma Clothilda Fahie, 6th in Deed. Married. Alive. Many children resident in Fort Hill. 7th Alice Laticia Vanterpool. Dead. Married 1 daughter. Widow resident in Virgin Gorda. My father's children were Rose Elphine (outside child), Antonio here present, Lucy Anne (Hodge), Sidney Maduro, Irwin Maduro, George Egbert, Buena (Pickering), Ammia Malone, myself (Richard) 10  
 Joyce Brewlie, Julian and Kenneth. Conrad here present is the son of Antonio. Conrad found out about the deed. Nobody in the family knew anything about the deed. Skelton hid it. The plan is Fish Bay lands. All my life the Maduro family has used the land. All the children of Rosita used it all the time. Never came off it. Undivided. All family used all of it. My father had deed from Joseph Skelton. Skelton had non-trust land at Fish Bay.

This is the deed Skelton gave my father. About 6 acres. 20  
 Blue on the map (Document H). My father given another deed for about 2 acres. This is the deed (Doc J). This is the land indicated (Black on the map). Out of the 6 acres. I bought 1½ acres. Nephews have the rest. Children and grandchildren of my father have the 6 acres. Ellis Skelton on Fish Bay all the time. Uses part of the estate. He is member of family. All family can use it. Heard of Hetty Bagnell. Father spoke of her. She used to live on the 6 acres. Ruin remains. By Club Palestine. Walford Hodge owns Club Palestine. 30  
 He is my nephew. Deed 11 of 1905 (Doc. L) (No area given) Skelton from Provost Marshal. Skelton has no land fenced off in Fish Bay. John James Maduro I think died before Joseph Skelton (died 1937). Nobody occupies area green on map. Egbert my brother. After death of John James (uncle) and Joseph Skelton. My brother Egbert rented green on map from Julian Maduro. Outside child of John James Maduro. Ellis was Bornfield St. Thomas. Came home to Roadtown. Went out to Fish Bay took over green area. Stopped Egbert paying 40  
 rent to Julian. He took it. He took about 3 to 4 years rent from Egbert. My eldest brother Antonio got to know and stopped it. Ellis went Egbert & father told him why he refused to pay rent. Ellis did nothing. Knew he was wrong. The Bay Lot is on the sea side of the road. It belongs to all who have claim on the estate. Everybody uses it. I do not know how Ellis get paid a rent by Shell. Parcel A is all Trust land.

No. 6

2/3/73

It is undivided. I want my share. I know of no particular place given to Ellis. My father did not get any of the Trust land. Joseph did not give special parcels to Emma. John James & Richard Hogarth. It is undivided (orange green blue on map).

Nobody except descendants of Rosita on Estate. I claim my portion out of this Trust land. I and Conrad were given Power of Attorney to look after the estate (Document K).

XX Todman. Antonio was born in 1905. Trust in 1906 10  
I cannot say if father was married with family. I do not think my father knew of the Trust. It was hidden from him. My father told me that blue on map was given to him in 1943. Not trust land. Skelton got from Bagnell. In 1943 we knew nothing about Trust land. My father told me about Trust land - can't remember. Uncle Wally had no special fence on Fish Bay. Emma's boys started using a special piece (yellow on map) 6 or 7 years ago. I cannot remember if Joseph Skelton was alive when Emma sons used special piece. Uncle John used green on the map. Everyone used all the estate. 20  
Rent was not paid for a special area by Egbert. 6 acres (blue on map) Met father on the land. I did not know Hetty Bagnell. Saw ruin of her house. I heard my father say that Hetty Bagnell had land. (indicates south end of blue on map) Father got 2 deeds from Skelton in 1943. Eastern portion father bought from Rymer. I only heard the story. I do not know when it happened. Deed 79 of 1943 is wrong. Despite what the deed says my father purchased the land (Deed states given) Ellis did not meet my father using a special piece of land. I don't know if Wally was using a special piece. When Ellis moved in after his death he did not disturb anyone. 30

Re-ex. Archibald. I did not hear my father speak of trust lands. It was hidden from him. Father died aged 95-6. John James was older. Before me PGO 1159.

2ND WIT Conrad Maduro aged 37 years Minister of Government duly sworn states:- I live at Baughers Bay grandson of Richard Hogarth Maduro Sr. I know Fish Bay Estate. 40  
I grew up on the family estate. I was a civil servant 1958-1961. When civil servant knew nothing of trust deed. Emma Fahie my great aunt. I know g'father Richard Maduro. I never heard anyone speak of trust lands. I met estate as undivided property. This map is Fish Bay Estate. Knows Ellis Skelton. I know

part he claims but do not know if he owns it. Done much research. My father had cattle where Emma is claiming (yellow). Family kept horses where Shell is now in the 1940's. (Parcel B Skelton). I heard my g'father say that the money for the estate was Rosita's brother John James & himself. He said it was for the whole family. Because of this around 1967 I started searching. Found deed 35 of 1906. In 1950 & 1960: no separate dept of deeds. Obtained copy showed it to Julian and my father Antonio. Surprised it was trust property. Thought Joseph Skelton owner not trustee. Acted as owner. After discovery took deed to Todman here for his opinion. Continued investigation. Do not know how Shell got onto land. It was unfenced. Maduros & Skeltons used it. Learned leased to Shell by Ellis Skelton. Checked lease.

10

DOC M.N. (355 of 1966 - 68 of 1967) Document M & N. Research revealed purchases by Ellis Skelton.

DOC O. Deed No. 11 of 1953 handed in (Document O). (Waldemar Skelton to Ellis Skelton) Also gift. Ellis was on the land when I discovered the deeds. No new fences to my knowledge. Not on the deeds was there any mention of specific parcels. Land undivided 74 of 1951 and all 5 deeds refer to the Trust Deed No. 35 of 1906. 74 of 1951 states "all that piece of land in Fish Bay 6 acres not identified." Not as far as I know the 6 acres not been identified. John James Maduro had 2 acres before the trust. It was on Fish Bay Estate. (Reads 55 of 1943) of remaining 14 acres in Fish Bay Estate. After John James Maduro died Skelton was saying the land was under his control. John James born 1875. Grandfather 1877. Two eldest. Ellis Skelton has not the right to claim parcel A (on map). Used a place called Harriette (in A) from a boy. All family used. 78 of 1943 does not refer to trust deed. 79 of 1943 does not refer to trust deed. Joseph Skelton bought land from Provost Marshall (Hetty Bagnell's) 11 of 1905 I never heard Trust mentioned. I took the initiative and made the search. Ellis Skelton has no special place on Fish Bay Estate. On Baylot Sam Hodge g'son keeps boat. Family used Baylot - mangroves and sand for building. I claim that the land he divided in accordance with deed No. 35 of 1906. Now it is owned by family including Ellis Skelton. Family uses it for grazing. Ellis Skelton lets some. Has quarry. Leases are recent. Wm James Rymer was mentioned by 1st Wit and deed 35 of 1906. Adjourned to 1.45 pm at 12.40 pm.

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(Sgd) P.G. Owen



Resumed 2.15 pm.

XX Todman. Yellow on map. As stated my father ran cattle there. Since Joseph Skelton died 1948 Emma Fahie children on this land. South east portion Michael Helm. Not in possession of descendants of Rosita Maduro. 55 of 1943. Prior to deed made out by Joseph Skelton to Richard Hogarth Maduro. Joseph Skelton had land in Fish Bay. Gave Ellis 14 acres. 3.7.43. to 15.9.43. (2 deeds to grand-father) I do not know whether Joseph Skelton acquired a beneficial interest in other lands in Fish Bay Estate. I do not remember anybody other than my grandfather & his issue using the land at the south east corner. I went to get milk at (yellow on map) Emma Fahie after death John James. My father used this land. I do not know whether he paid rent. The fence was in the estate. I know his cattle were pastured there. There may have been others cattle there. The land was fenced off. There was a fence at Bayside to keep the horses in. There could have been a fence. I remember Claudius Waldemar Skelton. I cannot remember whether he managed Fish Bay Estate. As a boy I could see where coal had been burned at Baylot. Ellis sued Waldemar for trespass. I do not remember Ellis getting an interim injunction. I do not remember 27.3.1972 discussing the question of costs. I do not remember what year Fish Bay was restricted (owners informed). I do not recall anyone in our family receiving a letter from Government warning them on the restriction on removal of sand. Ellis Skelton was living in Road Town. Perhaps told the Admin. Sec. that Ellis was the owner. I recall a rubbish dump at Fish Bay. I cannot remember the year. It was a public dump. I do not know who gave authority. When started investigation there was a dump. Shell installation was there. In my research I did not check who gave permission. Julian objected to the fly menace. He was living on Jear's Hill. Nobody complained to Government between 1956 - 1966 in my family. I recall Franklin Chief Engineer. Knows Sidney Ferara. Remember Ferara driving for P.W.D. I do not remember Ferara driving the garbage cart. I recall garbage accumulating at Fish Bay. I do not know if any of the family objected. Harriette was holding ground for cattle in dry weather. When Ellis came Harriette was fenced. The estate was fenced. Ellis not sole user of fence since 1960. My grandfather did not know about the trust. Land was bought in 1904. Grandfather full grown man. I believe he

Nos. 7 &amp; 8

2/3/73

did not know. G'father said brother John James, Rosita (mother) and himself. I have heard of Henrietta Skerret. Knows nothing about her. Heard of Amey. Did not know who she was. Green on map. 5½ acres claimed by Julian and Antonio Maduro. Hardly knew great uncle.

Re-ex. Archibald. Knows of no fences put up by Ellis. Did not know where original trust deed was kept. James Skelton was Joseph Skelton's lawful son. Knows of no court order prohibiting family from going onto land. Doesn't know if dumping lease still in effect. Trust land bought 1904. Before Antonio was born. Apart from Ellis Skelton nobody in the family has made a profit out of the land. Not leased land. Know Ellis to live in Roadtown. Doubt if Emma has deed for land. Nobody except Ellis has deeds referring to the trust deed.

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Before me at 3.25 pm

(Sgd) P.G. Owen

3RD WIT Egland Maduro 61 years, farmer of Baughers Bay duly sworn states:- Father Richard Hogarth Maduro. Knew Joseph Skelton when fit and strong. Knows Ellis Skelton. Joseph Skelton managed Fish Bay Estate. When Joseph Skelton died paid rent to Ellis Skelton. Ellis after death of father asked for rent. Can't remember how much paid nor for how long. Antonio told me stop. Land not belong to Ellis. Told Ellis would not pay him. Ellis said nothing. I pastured cattle on the land. I took over pit on Baylot. Nobody stopped me. First knew about Trust deed when Conrad looked it up. Didn't know where it was. I thought he was the owner of the land.

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XX Todman. Not working Fish Bay now. Can't say when ceased to use land. Not have it hired before Joseph Skelton died.

Before me at 3.35 pm.

(Sgd) P.G. Owen

4TH WIT Omar Hodge 31 years Government servant of Fish Bay duly sworn states:- Has house Fish Bay. Built 1969. Have deed for land. Deed does not refer to trust deed. In blue area on map (indicated) Descendant g'son of Richard Hogarth Maduro. Mother Lucy Ann Hodge. I ran a business at Purcel from 1963. Owns other property. Has 4 deeds for land. Various parts of island. First heard about trust deed when Conrad found it. Used Fish Bay lands since a boy. Brother Walford has Palestine

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No. 92/3/73

bar one small lot between bar & my house. Used Baylot. Picked coconuts. Knows Shell Installation. Maduros & Skeltons used the land. Seen no new fences at Fish Bay. Caused old wall of Hetty Bagnell to be preserved. Richard broke the rest down 2 years ago.

XX Todman. Ruins in form of house. Outside walls standing. About 24' x 16' estimated. No other ruins. Knew of nobody living therefore.

Before me at 3.46 pm

(Sgd) P.G. Owen

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5TH WIT

Antonio Maduro 67 years farmer of Baughers Bay duly sworn states:- Eldest son of Richard Hogarth Maduro. Knew Joseph Skelton. Used to help him keep cattle Fish Bay. Never heard of Trust deed until 2 months ago. Conrad told me. Heard of Hetty Bagnell from father. Father & children used ruin of her house as pig pen. Joseph Skelton bought the land at an auction. Skelton & Maduros only use the Fish Bay. Doesn't think Ellis Skelton can claim all that land. No new fences. All over 50 years old. Ellis cannot claim the land for himself. No trouble with Joseph Skelton. Only when Ellis took over. Looking for share of trust land.

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XX Todman. Joseph Skelton did not give my father land. My father owned it already. July 1943 Joseph gave his interests to Ellis. What was bought by my father at an auction was the land that J. Skelton purported to give my father. Had to sell Hetty Bagnell's land to pay tax. Told my father that Charlie Fahie would not have loaned money to my father if Joseph Fahie was in partnership. Cannot remember when father started using the 6 acres. Met him there. I left my cattle in the yellow parcel on map. Cannot remember when Emma started using it. It was after Joseph Skelton's death. Could not turn her off. She was entitled as family. Claudius Waldemar used one special place in east. Also used all Fish Bay Estate. Uncle John used the green parcel. My father bought in parcel A. Black portion on map belonged to Claudius Waldemar. Joseph Skelton pushed my father onto black portion and put his son Ellis onto parcel A. Claudius Waldemar was using the black parcel. Joseph Skelton did not regard us all as his children. Ellis put me in Court.

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Re-ex. Archibald. No part of Fish Bay was barred to any of the family.

Before me at 4.15 pm

(Sgd) P.G. Owen

No. 10

2/3/73

Mr. Archibald has one more witness to be seen at her home - Emma Fahie.

6TH WIT Aaron Pickering 70 years, handyman of Baughers Bay duly sworn states:- Born Baughers Bay. Lived there all my life. Know Fish Bay all my life. Pasturing for stepfather & Joseph Skelton. Stepfather John Maduro. Eldest son. Know rest of family. Richard Hogarth, Elizabeth, Ellis's mother, Ann known as Missy, Wally (Claudius Waldemar), Emma, and Alice Vanterpool. Only two to work Fish Bay were Johnny and Joseph. They were fenced side by side. I can show the fences to you. Johnny and I his stepson used the land. Gartie is Richard Hogarth Maduro. I know Baylot. Never did see Gartie on Baylot. Boys went through wire to pick sea grapes. Gartie never. Johnny never used Baylot. Joseph Skelton used the Baylot. After him Claudius Waldemar used it. He did when Joseph his father was alive. He and younger sister Alice had cattle there. I know Harriet. Gartie did not use it. Only Skelton. Johnny did not use it. Johnny and Richard had their own fence. Gartie was working on his own land which he bought at Fish Bay. Indicates the parcel to the east bounding with Kingstown. Claudius Waldemar had a piece which bounded with Richard Hogarth had bought on Kingstown boundary. 10 20

Emma was one of the children. Rosita was the mother of the children. Emma's fence is against Johnny's fence. Her son building on it now. She used the land long before the father died. Some of the Maduro family (cannot say who) took over Johnny James Maduro's land soon as he died. Nobody but Emma used the land she is on. 30

XX Archibald. Waldemar Skelton had fence down east end. Waldemar Skelton was in charge before and after father died of all Fish Bay Estate. Ann's land not measured out. Cannot say if now done. Alice had fence next to Waldemar. All had their own. Ellen did not have a separate piece. Waldemar used his father's land. He was in charge. He pastured all the land. I know Ellis. When Joseph died he used his father's land. Waldemar died and Ellis took over. I did not know Ellis collected rent from Eglan. Ellis could not get rent. Maduros took over my father Johnny's fence before he was buried. I am not claiming it. I have got a piece of Johnny's own in Baughers Bay. My mother was Laura Maduro. I never used the Baylot. I know nothing about the Trust. While he was alive 40

Joseph Skelton owned Fish Bay. Johnny owned the land when Joseph Skelton was alive. Antonio was the eldest and he has been put behind. The Maduros took Johnny's land. I did not know about any trust. Richard worked Chapel Hill (blue on map). I don't know who Richard bought from. I know that Skelton would not let people on their land. Never heard of any Maduros or Skeltons stopping one another from going on the land. The well is the estate land. Skelton owned patch Shell stands on. Fenced. I knew Skelton put the wire there. It was wired. All the estate was wired up. It was Skelton's land & was fenced. I helped to run the fence. I wired around Johnny's fence before Joseph Skelton died. The Maduro's own Johnny's land. Maduros use their own land. Baylot is Ellis's own. Hodge has a house on Baylot. Charlie Fahie was father-in-law of Emma. Never heard name mentioned in connection with this land. Ellis came on the estate after his father Joseph died. Ellis could not collect rent from Emma after Joseph Skelton. Alice had a fence. Alice was in Parcel A. (indicated) Alice used to pasture with me. She pastured on Baylot with me. It was Skelton land. Emma did not pasture in her life. Harriette is pure pasture. Last time I saw it as a pasture Waldemar cut it out. Gone back to bush. Harriette is owned by Skelton. Maduros and Skeltons could not use it together. It is Skeltons' land. Saw cows on it in past. Emma's children used the land. She is older than me. She has grandchildren. Saw Antonio pasture but not on Baylot. Do not know if Maybelle Maduro pastured. Did not see her on the estate. Have not discussed Fish Bay lands with Ellis. Ellis has more than half estate. I heard only Skelton. The bulldozer cut down the wire when Government built the road. Ellis put up fences. The Skelton portion of the estate was fenced by Ellis. Has run fence round all the Skelton land. I was close to Joseph Skelton. I know Fish Bay better than anyone here. I know the fences.

Re-ex. Todman. The well is by the public road side. Richard Hogarth pastured in the fence (blue) and cultivated crops at Chapel Hill (black). Hodges built house on Richard Hogarth's land and put the stones for them on Baylot. There is a moveable booth on Bayside. Pasturing means tending cattle. Emma's children pastured the land. Maybelle sold milk that people brought her.

Before me 5.40 pm

(Sgd) P.G. Owen

No. 119/3/73 &  
28/3/73

Adjourned to 10 am Friday 9th March 1973.

(Sgd) P. G. Owen

Resumed Friday 9th March 1973 at 10.45 am.

- 7TH WIT Ellis Skelton 52 years businessman of Roadtown duly sworn states:- I am the son of Joseph Skelton & Ellen Eliza Maduro. Ellen child of Rosita Maduro. Still alive. Knew grandmother lived with her. I knew John James Maduro also Richard Hogarth Sr. (Gartie) and Ann Elizabeth Mercer (aunt), Alice Vanterpool, Emma Skelton Fahie & Claudius Waldemar Skelton. Since I was a child I can recall Fish Bay. I went there with my parents. I recognise blue on the map. Richard Hogarth Maduro was using this piece of land. I can remember him on this land since I was about five years of age. He used it alone apart from his children. It was fenced and he pastured cattle there. He used no other land on this map. except this area coloured black on the map at Chapel Hill. I met him using this parcel also. He was using the areas blue and black on the map. I did not see anyone else use the land. Later it was sold. Sometime in the 40's. Richard Hogarth sold out the black portion on the map himself. Recognises 78 of 1943. This is the land. Indicates blue on the map. Recognises 79 of 1943. This is the land - black area on map. The black area was fenced when I knew it. When I first knew Fish Bay my uncle John occupied land at green on the map. Nobody else used this land. It was and still is fenced. He used no other lands in Fish Bay. Sons of Richard Maduro, Julian and Antonio, now occupy the land. Emma Fahie occupies the orange parcel on the map. She was a Skelton & is the daughter of Rosita. She took over the land in the 1940's. It was whilst my father was alive. She asked my father for land and he gave her that portion (orange on map).
- DOC. P My father owned land in Fish Bay. Here is deed No. 11 of 1905 (Document P) original of Provost Marshal sale. My father took me to the land he purchased. Indicates Bayside and across the road northwards to what is called
- DOC. Q The Cliff. Hands in Deed No. 35 of 1906 (Document Q). Deed names John Maduro 4 acres, Richard Hogarth 6, Ellen Elizabeth 6, Ann Elizabeth 4, Claudius Waldemar 8, Emma Clothilda (Fahie) 7, Alice Laticia (Vanterpool) 7. 4 acres sold out to Robert Ingram and William James Rymer 7 acres bought by Joseph Skelton from Government. The 4 acres sold to Robert Ingram and William James Rymer was purchased by my father. He told me he bought out all the pieces in the estate. He had a survey done of
- DOC. R the estate. This is the plan (Document R). My father

acquired all the bits and pieces in 1919. The plan is the whole of the Fish Bay estate. It includes the trust lands. Waldemar Skelton occupied land at Fish Bay. Indicates eastern portion of parcel A on map to the ridge. Natural bound was a dry gut but the bound was first outside the gut. The parcel was fenced and pastured. He used it exclusively, he and his children. Some of his children are Dina (Malone), Arola Stoutt (in New York), Joseph Skelton here present, Madeline Skelton (St. John), Claudius Waldemar was also in charge of all the lands of Joseph Skelton. Claudius Waldemar was in charge in the 1930's and was in charge when I left for St. Thomas in 1939. I returned to live in Tortola in 1944. He was still in charge. Waldemar gave up his work around 1949. I took over from him. My mother had no fence on the estate. Aunt Anne Mercer had no fence. Aunt Alice Vanterpool had no fence. Waldemar was in charge of all the land. My father's private land and the shares of my aunt and his own land. The land was disposed of as follows. My father's land was deeded to me.

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- DOC. S This is the deed (Document S) No. 55 of 1943. My mother's share was conveyed to me. This is the deed  
 DOC. T (Document T) No. 74 of 1951. 20.12.51. My aunt Anne Elizabeth Mercer conveyed her share to me. This is the  
 DOC. U deed. No. 53 of 1949 (Document U). My aunt Alice conveyed her share to me with Deed No. 70 of 1949 (Docu-  
 DOC. V ment V) (13.8.1949). My uncle Waldemar Skelton conveyed  
 DOC. W his land to me by deed No. 11 of 1956 (Document W) (3.11.1955).

My father gave Richard Maduro areas shaded blue and black on map. My father did not as far as I know give John James Maduro a deed for area shaded green on map. I remember my father giving my aunt Emma the orange portion on the map. He did not give her a deed. Waldemar did not get a deed. Ellen Maduro no deed. Anne Mercer no deed. Alice Vanterpool no deed. My father died in 1948. When I took over from Waldemar the Baylot was fenced. Waldemar was using it for Joseph Skelton. It was cultivated and used for burning coal. My father had planted coconut trees some of which are still standing. From 1949 to 1960 nobody questioned my right to be in charge and in possession of the land. James Skelton was the eldest lawful son of Joseph Skelton. I met two men up at Harriette in 1950. They said they were the son and nephew of James Skelton and that he had told them to work there. I took them to court for trespass. They were ordered to leave the land and did so. During the period 1949-60 I worked Baylot. I had sheep there.

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Government asked permission to lease a piece of it as a garbage dump. I gave a lease. This is it (Docu-  
 DOC. X ment X) (88 of 1956. 24.9.56.). In 1950 I started stone  
 crushing on the north side of the road. I entered into  
 an agreement with Shell Antilles. I leased land to  
 this firm at Baylot (68 of 1967. 13.3.67.) (Document N).  
 Also No. 145 of 1969. 10.3.69. Lease Geoffrey A. Sharp.  
 DOC. Y (Document Y) Lease 113 of 1969. 25.1.69. to Caribbean  
 DOC. Z Tile & Terazzo Co. Ltd. (Document Z). Lease 526 of  
 1970. 17.6.70. (Document A.A.) lease to Martin Viera. 10  
 There was also a lease to Austin Hodge (correct - re-  
 corded by me as Recording Officer for Road Town). I hand  
 in also mortgage between myself & government for partial  
 development. (280 of 1965. 14.9.65.) There are power  
 cables crossing my land. Mr. Conrad Maduro was the  
 Wayleave Officer for Electricity Department. He came  
 to me to ask for permission to put the poles there. This  
 DOC.C.C. is the agreement (Document C.C.).

Adjourned 12.30 pm Friday 9th March 1973.

Resumed 2 pm Friday 9th March 1973. 20

It is not true that estate was used in common by all  
 the children of Rosita Maduro as stated by Mr. Conrad  
 Maduro. Conrad Maduro did go on to the orange portion  
 on the map because his father hired the land from Joseph  
 Skelton for 8 dollars a year. Harriette was not used  
 by all the family. Joseph Skelton used it. I know  
 nothing about horses being kept on Baylot. Joseph Skelton  
 grazed and cultivated it and burned coal. It was fenced.  
 Baylot was fenced to 1970. Omar Hodge - a Maduro - dropped  
 the fence to get a bulldozer through. He said he would 30  
 put it back. Walford and Omar built houses at portion  
 blue on the map and dumped the materials at Baylot. When  
 I saw Walford encroaching on the place I spoke to him.  
 He told me that his grandfather had told him that he could  
 use the place as it was his property.

First I had heard and looked into it. I had an interim  
 injunction served on Walford Hodge to prevent his encroach-  
 ment. That was last year. I would not doubt that Omar  
 Hodge picked nuts on Baylot but it would be without per-  
 mission. I know the ruin that Omar Hodge mentioned. It 40  
 could have been a house but I do not know what it was.  
 There are 4 other ruins on the estate. One on Baylot  
 known as the Savannah. One in Waldemar's fence. Ruin in  
 fence. There are several ruins on Fish Bay Estate. I  
 knew of Hetty Bagnall because my father bought her land  
 from the Provost Marshall. My mother cannot recall her  
 and my mother is 88 years old. Emma never paid me rent.



After Waldemar gave up work she paid me the tax. Before Waldemar gave up his work I used to do the administrative work for the estate and collected tax.

XX Archibald. I would say I own 60 or more acres. The whole estate is called Fish Bay Farm. If the legal draughtsman writes Fish Bay Farm I use it but in conversation I say Fish Bay. I mortgaged about 50 acres. My father used me to help him with the estate. I cannot say why neither I nor my father gave Emma a deed. She did not ask for one. Richard Hogarth Maduro brought the deed to my father. The same year he gave me a deed. Richard made up the deed he held. I did not notice that trust was not mentioned in Richard's deed. I was not legally-minded. I assume the trust deed came into my possession before I got my deed. (Does not know). I paid for the deed Joseph Skelton gave me. I knew there were trust lands before I got my deed. I would not doubt that Antonio used the ruin as a pig pen. It was on his father's land. I have heard many people speak of Hetty Bagnell. I know Antonio Maduro is the eldest son of Richard Hogarth Maduro Sr. I do not know if Richard Hogarth Maduro Sr. was in possession of land before Antonio Maduro. I did not meet John James Maduro on other land than the green portion. My father told me some time in my early life that he had given trust land to John James Maduro Gartie and Wally. Emma occupied land in Fish Bay either in late 30's or early 40's. It was before Joseph Skelton's death. In 1956 on 25th September I presented to the Agricultural Dept. a plan and the Spdt. of Works marked thereon the land I was mortgaging. I do not know what they put on the plan. Pollock went onto the road with the plan. Pollock must have put the names of neighbours on the plan. I never put any land on the map. I do not know whether Emma's name was on the plan. I was agent for my father on Fish Bay Estate. My mother told me that when her land was marked out I could have it. Her share has not been marked out. My father told me that Anne Elizabeth Mercer's share was next to Gartie. (blue on map). Next Ellen Elizabeth and then Alice next to her and bound with Claudius Waldemar. I did not advise my father to give them deeds. My father gave me 14 acres more or less. He pointed out the bounds. A portion of the land was previously Hetty Bagnell's. My father held the 14 acres under control until his death. Waldemar was physically in charge of the land. He was working for my father & therefore for me. I put wire up in Fish Bay. I heard that Richard Hogarth Maduro's

land had been John James Maduro's. Joseph Hogarth Maduro was not in possession of land in Fish Bay before the trust deed. I did not know William James Rymer. The land my father got from government was never surveyed. Claudius Waldemar Skelton was married - no children - Anne Elizabeth married Mercer 1 child died long before mother. I cannot say whether the child was born before or after marriage. My lease to Government for the garbage has expired. Richard Hogarth Maduro got his deed from my father the same year as I got my deed. In those days there were no legal advisers. I lived near Rymer and Abbott in Road Town. I got the plan after I came back from St. Thomas. I do not remember ever telling my uncles and aunts about the deed. They all knew about it. This plan (Doc. R) is the same plan I gave to Government in 1956. My estimate is that I have about 60 acres out of the 89 acres shown on this map. Alice had no fence. I knew her living on Tortola. She offered me her land. She sold me her interest. My father's deed stated "my right title and interest". Edward did not burn coal on the Baylot to my knowledge. Before I had the quarry I had cattle and went to Fish Bay every day. I did not include the Baylot in the plan because it was not to be mortgaged. Everyone knew it was mine. I did not notice that the owner's name (mine) was omitted from Baylot. I had it fenced. My father was a Trustee when he died. Lands left in trust have not been administered by anyone on the authority of the Court. I was his agent when he died. Since he died all the lands he left in trust have come to me by different deeds. I had taken over the 14 acres before my father died. Long before I kept cattle there. John James Maduro died in the 1930's leaving trust land. This is the Mortgage of 1956. Document 99 of 1956. 25.9.56. (Document D.D.). My father told me he had had undisturbed possession of 14 acres all his lifetime. It was one piece of land and fenced. A track ran through it. My father obtained land from other persons mentioned in the trust deed. My father told me he had given the boys land as required by the trust. Richard Hogarth asked for the deed my father gave him. Rymer witnessed all three deeds. Charlie Georges made up the deeds to Richard. Richard's deeds had boundaries. They do not refer to trust land. The Chapel Hill piece (black on map) was outside the trust. My father had land in south east. I met him with the land. When my father died I was illegitimate. His son James took over the estate. My father had no land he

had parcelled out the trust land before he died.

Archibald. (Probate No. 2 of 1949 Joseph Skelton dec'd no mention of land at Fish Bay in trust). Mabel used to go to Fish Bay to sell milk and work for Claudius Waldemar. Survivors of the persons named in the trust deed 35 of 1906 are Emma Fahie and Ellen Eliza. I had the trust deed in my keeping when I purchased the land of my aunts and when my mother gave me her share. When my father gave me land I had access to the trust deed. I had the trust deed in my possession before my father died.

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Adjourned at 4 pm Friday 9th March 1973 to a date to be decided with witness Ellis Skelton still under cross-examination.

(Sgd) P.G. Owen

9.3.73.

Resumed 10.30 am Wednesday 28th March 1973.

XX Ellis Skelton resworn states in answer to Archibald. I know Keith Matthew. This plan appears to be an accurate copy of plan attached to Deed 99 of 1956. (Plan handed in - Document E.E.). I was in possession of the 1918 plan when this plan was made. In 1956 I was in possession of Baylot and I claim. Pollard got the 1918 plan from me. I did not mortgage the Baylot. Pollard drew the map. I had nothing to do with it. No internal boundaries in 1918 plan. I approved the 1956 plan because I was mortgaging my land. Johnny's & Richard's land not shown because I was mortgaging my land and it is my land which I was mortgaging & that is what is drawn on the plan. My mother was older than Anne Elizabeth Emma Clothilda Alice & Claudius Waldemar. I don't know when Alice was born. I don't know how old the youngest of the children would be in 1918 (Archibald states Alice over 21 in 1918). My father told me that he was trustee for a portion of land in Fish Bay. I think I have approximately 25 of the 43 acres. My father did indicate the bounds of the 43 acres but did not point out the marks. My father said he owned more than half of the estate. He did not give me any acreage. He said that he held over half of Fish Bay Estate. He did not show me any deeds. He did not show me any documents. He possessed the land. I cannot remember the year he told me. My knowledge was that the whole of Fish Bay Estate was more than 56 acres. When my father gave me the Deed 55 of 1943 he pointed out the boundaries of his land which he was giving me. The Deed says the estate was 56 acres. He gave me 14 of them. My father died still a trustee. The land was not admini-

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No. 1228/3/73

stered by me. James Skelton did not settle the Trust. My lawyer Sidney Christian drew up some papers but James refused to sign them. Christian advised me to let matters rest. I am in possession since 1943 and I have deeds too.

Re-ex. Todman. I was told that the 1918 plan was drawn up as others were claiming the land. My father told me he had bought land from other persons. He bought some from the Provost Marshal. My father pointed out several portions. He divided up the land as he thought fit. He decided which land was the Trust property. He divided up the Trust land. When I acquired the lands of my aunts and uncle I was not disturbed and the land was never disputed until 1970. There was nobody except the children of Rosita Maduro on the Fish Bay lands when I went there. Richard Hogarth Sr. did not interfere with me nor I with him. No trouble with Emma. When I moved in Johnny had been dead some years a member of the family moved in. Egland paid me one year's rent. James Skelton gave a Deed of Gift to Antonio and Julian Skelton. I have not had trouble with either.

Before me

(Sgd) P.G. Owen.

8TH WIT Joseph Skelton Jr. 44 years mason of Baughers Bay duly sworn states:- I am Joseph Emmanuel Skelton. My father was Claudius Waldemar Skelton. Trustee Joseph Skelton my grandfather.. Other Joseph Emmanuel Skelton my uncle. I was born in Long Look. I moved when I was 4 years old. I lived with my father in Baughers Bay. Grew up with him. My father lived at Fish Bay before he went to Baughers Bay. Knows Fish Bay land. I tended my father's cattle in Fish Bay. Richard Maduro had a portion of land on the Fish Bay Estate. Uncle Johnny also. Richard (Gartie) Hogarth had land there also. They bounded together. Next to the west was Aunt Emma. I know the Baylot. From the time I was a child my father was the only one using the Baylot. After my father stopped working Ellis Skelton occupied all the lands except those of Johnny, Richard & Emma.

XX Archibald. I know Fish Bay. I know Emma's land. Emma to west, Johnny and Richard. Johnny was bound to Emma. Then there was Richard. Points to green on map (correct). I have seen Ellis fence up Fish Bay. In 1958-1959 I and Ellis pastured together. Saw Emma's children on Fish Bay. I am older than some of the children. Emma occupied before Trustee Skelton's death. I do not know how Emma's children got there. I do not

No. 1328/3/73

know if Emma asked for land. Her children were there so I think she must have done. I learned about the trust 2 years ago. Alice did not occupy land. Her daughter Lina Hope still lives. I do not know if Lina has land in Fish Bay. Her mother sold out. Lina can speak well enough. Father married to Rebecca. No children born in wedlock. I heard my father and the others say that they had a share in the land. I heard Ellis many years ago saying that there was trust land. I think my grandfather trustee Skelton was dead when Ellis told me. I worked with my father for years and years. I worked all over Bayside and Harriette - everywhere except the land of Emma, Johnny & Richard. I have put up many fences with my father also with Ellis. They were fences for pasture. I heard Pickering. He had land fenced off. Ellis told me about the Trust deed several years ago. I worked with Antonio on high land not in Fish Bay.

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Before me 11.45 am

(Sgd) P. G. Owen

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9TH WIT Era Venzen housewife of Baughers Bay duly sworn states:- I have lived in Baughers Bay since around 1940. I knew Richard (Gartie) Maduro. I heard about John James. He was dead when I went to Baughers Bay. My father was Joseph Venzen. Knew Claudius Waldemar Skelton. Know Mrs. Emma Fahie. Know Ellis Skelton & his mother. Knew Alice Vanterpool. Knew Anne Elizabeth Mercer. Knew Joseph Skelton father of Claudius, Richard etc. I used to work with Claudius Waldemar Skelton on Bayside. I stopped going there when Claudius died. Richard Maduro's children Antonio and Julian pastured Fish Bay. They worked beside the cliffside. Nobody else except me and Claudius on Bayside. Antonio & Julian on upper side of road. Knows well by public road. Antonio & Julian to west of well. Skelton pastured the land east of the well.

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XX Archibald. I heard Alice had land there. I saw Antonio & Julian pasturing by Pickering. Claudius Waldemar died 1964. Last time I burned coal at Bayside 30 years ago. I am 50 years old. I know Ellis Skelton. He used to go to Fish Bay. He had cows there. They did not pasture on Baylot. Claudius had used the Baylot. Ellis was agent but Claudius was in charge until he gave up work. Ellis then took over. Ellis's land was fenced. I do not know if Ellis fenced the land. Claudius was thrown from a donkey bringing wood

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Nos. 14 &amp; 15

28/3/73

from Baylot and never got up again.

Before me 12.05 pm

(Sgd) P.G. Owen

10TH WIT Ricardo Penn 32, labourer of Baughers Bay duly sworn states:- In Baughers Bay 7 or 8 years. I mean I was 7 or 8 when I went to Baughers Bay (24 years ago). Lived Long Look before that. Knew Richard Hogarth Maduro. Did not know Johnny Maduro. Knew Claudius Waldemar - he raised me. Did not know (Trustee) Joseph Skelton. Know Emma Fahie. Know Ellis Skelton. Know Fish Bay. I was pasturing there from the time I came from Long Look. I pastured for Claudius Waldemar Skelton. One tree named Robin. Place called Harriette. Next place called the Cliff. Next the Upper Fence. Pastures these places. Bayside Claudius Waldemar Skelton burned coal there. Ellis Skelton occupies Robin, Harriette, the Cliff and Upper Fence. The other people in Fish Bay were the Maduros and Emma Fahie's children. Maduros had two fences. Land side nearest well. Then second fence west of it. Emma's children had fence further west. Nobody but Claudius Waldemar Skelton worked in Baylot. I have not pastured at Fish Bay since Claudius died 6 years ago.

XX Archibald. Claudius used Baylot. It was fenced. No Maduros ever on Baylot. I saw Antonio working on Fish Bay several times. Up by the well. Ellis Skelton has Harriette. Do not know what he uses it for. Claudius used to use Harriette. I do not know the Maduros used Harriette. Ellis had cows at the Cliff and Harriette before Claudius died. I cannot remember Ellis putting up a fence in Fish Bay. I met it fenced. I have not worked on Bayside since Claudius died. Claudius worked the Baylot; I was with him when he cut the last wood. He died that year. Claudius only used the Baylot. He worked the ground. Claudius in charge Fish Bay lands. Lands belonged to Skelton - told so. Mrs. Venzen here lived with Claudius up to his death. Lived Baughers Bay. I saw Antonio at Fish Bay. He owns land on upper side where well is.

Before me 12.35 pm

(Sgd) P.G. Owen

Resumed 2.15 pm

11TH WIT Adina Malone housewife of Fort Hill, Tortola duly sworn states:- Knew Joseph Skelton (Trustee), knew Johnny Maduro, Richard Hogarth Maduro, Claudius Waldemar Skelton, Emma Fahie, Alice Vanterpool, Ellen Eliza Maduro, Anne Eliza Mercer. Claudius Waldemar was my father. Joseph

Skelton my grandfather. My father worked on Fish Bay Estate. I helped with the cultivation when I was a girl. He also pastured at Fish Bay. He kept cattle up on the hillside. He had several fences. Forget names. Garden down at the bottom. Part of land between road and sea. Father had garden there & burned coal. Called the Baylot. Richard Maduro Sr. kept cattle Fish Bay - had fence. Uncle Johnny had another fence by himself. Neither uncle Johnny nor Richard Hogarth used any other place at Fish Bay. Harriette is where my father kept cattle there. I had to go there on top. I was about 18 years when I stopped going there. Joseph Skelton was alive. Married in 1940. Stopped going in 1930's. Never saw any of my uncles on Baylot. It was father's. Aunt Emma was using her portion of the land. I don't know if her children use it now. 10

XX Archibald. I am 56. I was a child at school. I went to help father together with mother. I was born in 1916. Fish Bay was fenced when I met it. Everyone had their own fences. Emma had a part fenced in the 1920's. I knew it as her own. I would be surprised if I had heard that Emma asked Joseph Skelton for land. She had it. I never knew him work land in Fish Bay. Only pasture. Only one piece above well. My father had several fences. I do not know how many acres it was. Ellis here took over from my father. My father had to look up to Ellis when Ellis's father died. After my father gave up Ellis took over. Ellis told my father he could use the land. I was not present. My father sold land to Ellis. It was on the upper side. It was land given to my father by his father. I do not know about the fences. I only know the land from my years on it. Not know Hetty Bagnell. Know no Trust deed. Uncle Johnny had one piece of land. In the dry season public paid a rental to my father to use. Maduros had a well at the foot. No Maduros used Harriette. Maduros had land in Baughers Bay. They took cattle there. Know no ruins on Fish Bay. I knew Maybelle. She attended Antonio Maduro. It would be Richard Hogarth's place. She helped make coal with me at Baylot. She was Johnny's daughter. Maybelle helped to pick coal and was given some for the house. Never Antonio. Only my father burned coal at Baylot. He sold it. My father had plenty of the land at Fish Bay Estate. He sold 8 acres to Ellis. Ellis took over before my father died. Not present Ellis given deed. My father turned over the land to Ellis. My father had no lands when he died. I knew Richard 20 30 40

Nos. 16, 17 & 1828/3/73

Hogarth had land in Kingston on edge of Fish Bay Estate. He and his children used it. Sold it to Laidlaw. Does not know how Richard acquired it. I was a child when I met him with it.

Re-ex. Todman. When I said my father owned the land I meant that his father had put him in charge of it. Not everybody could put cattle at Harriette. Five or six did so.

Before me 3 pm

(Sgd) P.G. Owen

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12TH WIT John Venzen 66 years of Long Look duly sworn states:- Knew father of Ellis here present. Knew all children of Rosita Maduro. Know Fish Bay by passing. Never worked on Fish Bay. Left Tortola 1927 returned 1962. Used to be Joseph Skelton (Trustee) on the land. Used to keep horses on Baylot.

XX Archibald. I knew John Maduro. Don't know if he had land or not. Not related to Skeltons. Not know land at Kingstown end of Fish Bay Estate.

Before me 3.15 pm

(Sgd) P.G. Owen

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13TH WIT Emma Fahie housewife of Fort Hill duly sworn states:- 79 years. Remembers Joseph Skelton. Skelton died about 1948. Ellis spoke about land. Before his father died I paid Joseph; afterwards I paid tax to Ellis for 7 acres land on Fish Bay. I had no deed. Ellis had the deed. I know Conrad Maduro. Ellis refused to take the tax and told me to pay it direct. Did not know of trust deed. Sister Alice, Emma, Anne, Johnny Richard Hogarth & Claudius Waldemar. Skelton bought the estate. My mother told Skelton to share out in family. Johnny had one piece. In the hill next to me. Never worked on land. Did not go to ask father for land. Had some. Did all he could. Did not know John James had 2 acres. Could not have. Joseph bought the estate - all of it and divided it amongst we children. Not know if Ellis had land at Fish Bay. Cannot remember but Ellis one of the children and should have land.

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XX Todman. I got separate tax receipts in my name. Took over land after father's death.

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Before me at Fort Hill at 3.45 pm

(Sgd) P. G. Owen

14TH WIT Albert Fahie 50 years Shopkeeper of Fort Hill duly sworn states:- I am son of previous witness. Should get sand



No. 1928/3/73

from Baylot. We used to pasture at Baylot up to 15 years ago. Me & my brother Gladstone, Vincent, Antonio and the others pastured cattle and cattle watered there. Ellis fenced it off about 3 years ago. When he took over he fenced it. I want access to the beach. The estate is from the beach to the top. Estate is family land. Haven't spoken with Ellis. Waldemar was there. Ellis should know that Antonio used to use the Baylot.

XX Todman. I went to my mother's 7 acres, after Joseph Skelton died. Uncle Waldemar still alive. Uncle Gartie 10 had a fence by himself. Antonio & Julian occupied a fence between my mother and Gartie. I did not know that Gartie was in charge. I do not know who owns Baylot. I was not pasturing on Baylot. It is estate land. Anyone's cattle could stray on Baylot. I think there was a fence at the west end of Baylot. It was a long time ago. (NB Gladstone had piece of land from Ellis - was fenced). There was no fence at the eastern end years ago. Fenced by Ellis a couple of years ago. Waldemar Skelton burned coal there. I cannot recall anyone else 20 burning coal.

Re-ex. Archibald. Fenced two or three years ago. Mrs. Emma Fahie recalled: Baylot was open in the old days. All the brothers had use of the Baylot. It was in my time. I do not know who has the Baylot now.

Re-ex. Todman. My brothers watered cattle at well by roadside.

at Fort Hill 4.10 pm

(Sgd) P.G. Owen

15TH WIT Alvar Brewley, 67 years of Free Bottom duly sworn states:- 30  
I know about the Fish Bay dispute. Knew Joseph Skelton, Gartie, Wally, Missy, Alice, Ellen, John James all of them. I have known Fish Bay since 1926. Used to go Josiah's Bay to shoot ducks & I passed around the road on the way home. I met Boss Jo on the Bay. He had ground. He had cane. I met him there many times and after he stopped going I saw Wally Skelton. Joseph Skelton lived in Road Town. Wally worked the land and had cattle. This is the land in the bay. When Wally was down on the bay Johnny Maduro had a piece on the hill. Emma Fahie had a piece on the upper side. I have never seen anyone 40 other than Joseph Skelton and Wally on the Baylot. Bought land Sophie Bay, watered there at Fish Bay and got Joseph Skelton's permission to stake them on the Baylot overnight. I have never seen Antonio Maduro using Baylot. Know Albert Fahie. Never seen him at Baylot. Stopped using Sophie Bay 7 or 8 years ago. Still watered cattle at Fish Bay until gives up land. Fenced in Joseph's

time, fenced in Wally's time.

XX Archibald. Joseph Skelton did not charge me to use Baylot. It was a date fence. Dates grow on other side as well. Formed fence on upper side of road. Johnny Maduro & Emma had fences there. I did not know Emma used land. Her boy used to use the land after old Boss Jo died. That was first time I knew Emma Fahie had land. I spoke of what I saw going on.

Re-ex. Todman. There was a date fence growing along the road.

Before me 4.45 pm

(Sgd) P.G. Owen 28.3.73.

No. 20

5/4/73BVI/P/41/72DECISION

This is a long and complicated dispute which was made more difficult to resolve by the passage of time. I am most grateful for the assistance of learned counsel Mr. J. S. Archibald for the Maduro family and Mr. McW. Todman for Ellis Skelton who set out the facts clearly and in sequence for me. The dispute arises out of the execution of a trust written into Deed No. 35 of 1906. It reads as follows:- "... in trust to hold direct manage and control 10 the same in such manner as to him might seem most beneficial to the interest and welfare of the following children of Rocita Maduro to whom the said lot doth from and after date hereof solely belong in proportion hereby allotted and expressed."

Mr. Joseph Skelton father of Ellis Skelton was to administer the trust and the beneficiaries of the 42 acres of the Fish Bay Farm held in trust were - John James Maduro - 4 acres, Richard Hogarth - 6 acres, Ellen Eliza - 6 acres, Ann Elizabeth (Mercer) - 4 acres, Claudius Waldemar - 8 20 acres, Emma Clothilda (Fahie) - 7 acres & Alice Laticia (Vanterpool) 7 acres. 42 acres in all. From the evidence led it appears to me that Joseph Skelton endeavored to execute his duties of trustee honestly and to the best of his ability. In doing so he was assisted by Claudius Waldemar Skelton and latterly by his outside son Ellis Skelton. On the death of Joseph Skelton the trust should have been administered by James Skelton his lawful son. James Skelton declined to accept the responsibility and Ellis Skelton who had been assisting his 30 father and who had full knowledge of the trust sought legal advice and endeavoured to get James Skelton to carry out his task of trustee. He failed to do so and so undertook the task himself.

Learned counsel for the Maduro family expressed the view that Ellis Skelton administered the estate in a wholly improper and illegal manner and suggested that Ellis Skelton had used his position of trustee to make undue and unentitled gains of land for himself. Ellis Skelton was an impressive witness and particularly so under 40 cross examination by Mr. Archibald. Whilst I accept that Ellis Skelton did not administer the trust as he was required to do in law, that he had no right to acquire the shares of fellow beneficiaries and that his mother Ellen Eliza unmarried and without lawful issue must still be deemed to be in possession of her share of the trust I am satisfied that Ellis Skelton acted in good faith and without ulterior motive. If one

adds up Ellis Skelton's acquisitions of land Ellen Fahie 6 acres (Deed 74/51) Ann Elizabeth 4 acres (Deed 53/49) Claudius Waldemar 8 acres (Deed 11/56) Alice Patricia 7 acres (Deed 70/49) and Joseph Skelton 14 acres (Deed 55/43) he had 39 acres in all. Since the land in trust was only 42 acres in total (actually 43) some of the land given to Ellis Skelton by his father was not trust land but his (Joseph's) own. The Cadastral Survey has shown that what remains of the Fish Bay Estate is not 42 acres but 89¼. The multiplication factor is seven- 10  
teen over eight. In the exercise of my powers as Adjudication Officer I have therefore decided that the land be apportioned as follows - Emma Fahie to retain her fenced portion which she has claimed and which is 8 acres in extent.

Julian and Antonio to retain the land they have claimed and which is 5¼ acres in extent. The land originally the property of Richard Hogarth Maduro now subdivided in lots but as a whole 7 acres in extent to be retained by current claimants. Ellis Skelton to retain the land 20  
given to him by Joseph Skelton vide Deed 55 of 1943 and as beneficiary under the Deed of Trust to have the 14 acres multiplied by seventeen over eight making a total of 29.75 acres which shall include the Baylot. Ellis Skelton in conjunction with the Demarcation Officer to mark out the land. The remaining 39¼ acres less the 2 acres claimed by Pickering at the Baughers Bay end of the estate to be recorded in the name of the "Heirs of Receita Maduro" of whom Ellis Skelton is one. It 30  
is to be hoped that what is now left of the Trust lands will be equitably and agreeably divided amongst the heirs of Receita Maduro and the terms of the trust fulfilled as far as is possible after the passage of nearly seventy years.

(Sgd) P.G. Owen

No. 21

5/4/73

VIRGIN ISLANDS

LAND ADJUDICATION ORDINANCE 1970

ADJUDICATION RECORD

SECTION                   ROAD TOWN  
 .....  
 BLOCK NO.               3137B  
 .....  
 PARCEL NO.              12  
 .....  
 APPROXIMATE AREA.....  
 CLAIM NO.               56/1503  
 .....

1. DESCRIPTION OF PARCEL - CROWN/PRIVATE  
 (where parcel is Crown Land Paragraphs 2 and 8 only 10  
 to be completed)

2. NAME(S) OF OWNER(S)  
 (BLOCK CAPITALS)                   HEIRS OF ROCEITA MADURO

WHERE TWO OR MORE PERSONS ARE ENTITLED EACH NAME IS  
 NUMBERED SERIALLY. STATE WHETHER PERSONS ARE JOINT  
 OWNERS OR OWNERS IN COMMON AND, IF THE LATTER, THE  
 SHARE OF EACH OWNER - SECTION 17(5).

3. DESCRIPTION AND ADDRESS OF OWNER(S)  
 WHERE THERE IS MORE THAN ONE OWNER THE SAME SERIAL  
 NUMBER AS AT 2 (ABOVE), WILL BE USED. 20

4. MANNER OF ACQUISITION  
 WHERE THERE IS MORE THAN ONE OWNER THE SAME SERIAL  
 NUMBERS AS AT 2 AND 3 (ABOVE), WILL BE USED.

5. RESTRICTIONS, IF ANY, ON POWER OF OWNER(S) TO DEAL. WHERE THERE IS MORE THAN ONE OWNER THE SAME SERIAL NUMBERS AS AT 2, 3 AND 4 (ABOVE), WILL BE USED.

1. Restriction of the power to deal until West Boundary demarcated to the satisfaction of the Registrar of Lands.

6. NATURE OF TITLE - ABSOLUTE/~~PROVISIONAL~~

7. WHERE TITLE IS PROVISIONAL (SEC. 16(1) (d) )

(i) DATE UPON WHICH POSSESSION BY PROVISIONAL OWNER(S) COMMENCED.

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(ii) PARTICULARS OF ANY DOCUMENT BY VIRTUE OF WHICH A RIGHT ADVERSE TO THE TITLE OF THE PROVISIONAL OWNER(S) MIGHT EXIST.

N/A

(iii) ANY OTHER QUALIFICATION AFFECTING THE TITLE

NONE

Portion of former Fish Bay Farm Estate.

8. PARTICULARS OF ANY RIGHT AFFECTING THE PARCEL WHICH IS REGISTERABLE AS A LEASE, MORTGAGE, CHARGE, EASEMENT, PROFIT OR RESTRICTIVE AGREEMENT - SEC. 18

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(1) C.

THESE RIGHTS TO BE NUMBERED SERIALLY AND IN EACH CASE THE NAME, DESCRIPTION AND ADDRESS OF THE PERSON ENTITLED TO THE BENEFIT OF THE RIGHT AND ANY RESTRICTION OF THAT PERSON'S POWER OF DEALING, WILL BE RECORDED.

NONE

9. NAME AND ADDRESS OF GUARDIAN IF OWNER IS UNDER ANY  
DISABILITY, SEC. 18 (1) (d).

N/A

10. LIST OF DOCUMENTS PRODUCED TO RECORDING OFFICER AND  
RETAINED BY HIM.

ORIGINAL DEED 35 of 1906  
filed with 28 other documents  
produced in BVI/P/41/72

DATE ..5.4.73

(Sgd) P. G. Owen            10  
RECORDING OFFICER

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ACKNOWLEDGEMENT - SEC. 18 (2)

I ACCEPT THIS RECORD  
(SIGNATURE(S) OF PERSON(S) LISTED IN PARAGRAPH 8 AS  
HAVING AN INTEREST IN THE PARCEL)

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(ACTION, IF ANY, TAKEN UNDER SEC. 21 OR AS A RESULT OF  
A PETITION UNDER SEC. 20)

DATE ..5.4.72    See BVI/P/41/72  
.....

(Sgd) P. G. Owen  
.....  
ADJUDICATION OFFICER    20

No. 22

5/4/73

J. S. ARCHIBALD

BARRISTER-AT-LAW

Chambers

Telephone: Solicitor of the West Indies Road Town,  
Office - Associated States Supreme Court Tortola,  
42457 British Virgin Islands.

P.O. Box 181

5th April 1973

Mr. P.G. Owen, C.M.G. Q.P.M.,  
Adjudication Officer,  
Road Town, Tortola.

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Dear Mr. Owen,

Re: Dispute: Ellis Skelton - 28/753  
John Maduro et al - 56/1503

I would be most grateful if you could confirm that one of your findings was that Richard Hogarth Maduro deceased never obtained any of the Trust Lands in pursuance of the specific directions in Deed No. 35 of 1906 and that his heirs are now entitled to receive his entitlement multiplied by 17/8 out of the remaining 39½ acres.

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Yours sincerely,

(Sgd) J.S. Archibald  
J S Archibald

Mr. Archibald,

I can confirm that it was my intention that the heirs of Richard Hogarth Maduro should receive his entitlement from the remaining Trust land multiplied by 17/8.

(Sgd) P.G. Owen  
5.4.73

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No. 23

17/1/74

IN THE COURT OF APPEAL  
VIRGIN ISLANDS

CIVIL APPEAL NO. 4 of 1974

BETWEEN:

ELLIS SKELTON Claimant/Appellant

and

RICHARD HOGARTH MADURO (JUNIOR)	
CONRAD MADURO	
OMAR HODGE	
(Administrators of the Estate of	10
Richard Hogarth Maduro (Senior))	
LENA HOPE	
ANTONIO MADURO	
LUCY ANN HODGE	
SYDNEY MADURO	
IRVIN MADURO	
GEORGE EGBERT MADURO	
BEULAH PICKERING	
AMERIA MALONE	
JOYCE BREWLEY	20
JULIAN MADURO	
KENNETH MADURO	
	Claimants/Respondents

NOTICE OF APPEAL

TAKE NOTICE that the Claimant/Appellant being dissatisfied with a part of the decision more particularly stated in paragraph 2 hereof contained in the Order of the Land Adjudication Officer numbered BVI/D/P/41/72 and dated the 5th day of April 1973 in the land adjudication dispute arising out of claims numbered 28/753 and 56/1503 doth hereby appeal to the Court of Appeal upon the grounds set out in paragraph 3 and will at the hearing of the appeal seek relief set out in paragraph 4. 30

And the Claimant/Appellant further states that the names and addresses including his own of the persons directly affected by the Appeal are those set out in paragraph 5.

2. That part of the decision which awards any part of the land claimed by him to the Claimants/Respondents or any of them.
3. (1) That the decision was wrong in law in that the Adjudication Officer misdirected himself on the evidence in finding that Ellis Skelton was a trustee of certain lands at Fish Bay. 40
- (2) That the decision was wrong in law in that the Adjudication Officer misdirected himself on the evidence in finding that the Claimant/Appellant had undertaken the task of trustee.

(3) That the decision was wrong in law in that the Adjudication Officer misdirected himself on the evidence in awarding to the heirs of Rocoita Maduro part of the lands claimed by the Claimant/Appellant and which lands had been in the full and undisturbed possession of the Claimant/Appellant for approximately 24 years, as absolute owner, without acknowledging the title of any other person thereto.

4. That the decision of the Adjudication Officer in so far as it awards any part of the land claimed by the Claimant/Appellant to the Claimants/Respondents or any of them be set aside and that all such land be recorded in favour of the Claimant/Appellant; and all other relief as to the Court may seem just including the rectification of the register pursuant to Section 140 of the Registered Land Ordinance (No. 5 of 1970). 10

5. Persons directly affected by the Appeal:-

<u>Names</u>	<u>Addresses</u>	
Ellis Skelton	Road Town, Tortola, B.V.I.	20
Emma Fahie	Fort Hill, Tortola, B.V.I.	
Lena Hope	The Valley, Virgin Gorda, B.V.I.	
Antonio Maduro	Baughers Bay, Tortola, B.V.I.	
Lucy Ann Hodge	Freebottom, Tortola, B.V.I.	
Sydney Maduro	St. John, U.S.V.I.	
Irvin Maduro	New York, U.S.A.	
George Egbert Maduro	Baughers Bay, Tortola, B.V.I.	
Beulah Pickering	Road Town, Tortola, B.V.I.	
Ameria Malone	Baughers Bay, Tortola, B.V.I.	
Richard Maduro	Baughers Bay, Tortola, B.V.I.	30
Joyce Brewley	Freebottom, Tortola, B.V.I.	
Julian Maduro	Jean Hill, Tortola, B.V.I.	
Kenneth Maduro	Baughers Bay, Tortola, B.V.I.	

Dated the 17th day of January, 1974.

(Sgd.) L. W. Barker  
Solicitor for the Claimant/Appellant

No. 24  
14/2/77

Before: The Honourable the Chief Justice  
The Honourable Mr. Justice St. Bernard  
The Honourable Mr. Justice Peterkin

Appearances: F. Kelsick and L.W. Barker for Appellant

J.S. Archibald for Respondents 1, 2 & 3  
other respondents absent.

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1976, July 6, 7  
1977, February 14

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J U D G M E N T

ST. BERNARD, J.A.

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These are two appeals arising out of the decision of the Adjudication Officer in a dispute over land held in trust under a deed dated the 4th day of September, 1906. The appeals are heard together by consent.

The deed conveyed the entire unsold portion of a parcel of land known as Fish Bay Estate estimated to be about 56 acres to Joseph Skelton in trust for the use of the children of Roceita Maduro in the following proportion -

John James Maduro four acres,  
Richard Maduro six acres,  
Ellen Eliza Maduro six acres,  
Ann Elizabeth Maduro four acres,  
Claudius Waldemor Skelton eight acres,  
Emma Clothelda Skelton seven acres, and  
Alice Lutecia Skelton seven acres

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When totalled the number of acres of the unsold portion gives the figure of 42 acres. The trust deed, however, mentions 43 acres. This may be an error as the sold portion of Fish Bay Estate was 14 acres.

Joseph Skelton carried out his duties as trustee until his death in 1948. James Skelton the lawful son of Joseph refused to accept the responsibility as trustee and some of the beneficiaries occupied various portions of the land. The Adjudication Officer found that the respondent Skelton undertook to carry out the task as trustee. This finding, however, appears to be unreasonable as in my view there is insufficient evidence to support such a finding. The respondent bought the shares of some of the beneficiaries and that of his mother Ellen Eliza Maduro. Joseph Skelton, his father, also gave him 14 acres by deed No. 55 of 1943. This land was found not to be trust property by the Adjudication Officer and an absolute title was granted to him.

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The Adjudication Officer stated that in addition to this parcel the respondent Skelton was entitled as a beneficiary under the trust instrument No. 35 of 1906 and granted to him an additional 15.75 acres of land which was to include a parcel known as the Bay Lot. Skelton's claim was for approximately 35 acres of land which he claimed by virtue of six deeds four of which were executed by the beneficiaries under the trust. He did not claim however by deed No. 55 of 1943 under which the 14 acres were conveyed to him by his father Joseph Skelton. The six deeds by which he claimed gave a total acreage of 35 acres. Although Counsel for the appellant contended that the conveyances granted to the respondent Skelton by the beneficiaries were not valid since the Adjudication Officer held he was a trustee there was no contention that any other person was entitled to the 25 acres. The beneficiaries who conveyed to him are not disputing the transactions. The appellant contends, however, that the 14 acres granted to him by deed No. 55 of 1943 was trust property and Joseph Skelton, his father, could not legally convey trust property to his son. He therefore argued that the Adjudication Officer was in error when he granted the respondent absolute title to this portion of land. A further contention was that the Adjudication Officer held that the respondent was one of the persons entitled to share in the remaining 37½ acres of undivided trust land. This surplus of 37½ acres arose because at the trial it was revealed that what the trust deed described as 42 acres of land was actually 89½ acres. Counsel also argued that the Adjudication Officer was wrong when he ordered that the 37½ acres of undivided land be recorded as belonging to the heirs of Roceita Maduro rather than in the names of the beneficiaries named in the trust instrument.

Richard Hogarth Maduro, through whom the appellants claim was granted six acres of land in 1943 by deed No. 78 of 1943 by Joseph Skelton. The deed stated that it was given in consideration of the love and affection of the said Joseph Skelton had for Richard. There is also a recital that Richard Hogarth Maduro was in possession of the parcel of land for over 30 years. Under the trust deed of 1906 Richard Hogarth Maduro was entitled to six acres of land. The appellants however contend that this six acres of land conveyed to Richard Hogarth was land owned by Joseph Skelton at Fish Bay and was not trust land and therefore they were entitled to their share of six acres from the trust property. They however did not know of the trust deed until 1967 after searches were made in the appropriate registry by Conrad Maduro. The dispute in this matter is really over deed No. 55 of 1943 which reads as follows:-

"VIRGIN ISLANDS  
TORTOLA

To all persons unto whom these presents shall come I Joseph Skelton of Road Town in the island of Tortola, do send greeting:-

KNOW ye that I the said Joseph Skelton of Road Town, aforesaid in consideration of the love goodwill and affection which I do bear towards my son Ellis Aldington Skelton, and for other divers causes me thereto moving do hereby grant give confirm convey and transfer absolutely unto the said Ellis Aldington Skelton his heirs and assigns my right, title and interest of the remaining portion of Fourteen acres of land approximately in the Fish Bay Estate of a total acreage of Fifty-six acres as per Deed No. 35 of 1906. That the said Joseph Skelton shall still retain the control of the aforesaid portions for the various persons designated in said Deed No. 35 of 1906, and after the death of the said Joseph Skelton, that the aforesaid Fourteen acres shall then revert to Ellis Aldington Skelton and to his heirs and assigns forever, together with all rights, privileges, pathways and watercourses unto the use of the said Ellis Aldington Skelton his heirs, executors, administrators and assigns forever.

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IN WITNESS WHEREOF the said Joseph Skelton has hereunto set his hand this 3rd day of July, 1943.

his  
(Sgd) Joseph x Skelton  
mark

Signed and delivered )  
in the presence of: )

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- (1) Eugene O'Neal (Sgd)
- (2) S.A. Rymer (Sgd)"

Counsel for the appellant submitted that the property conveyed by this deed to the respondent was trust property for two reasons. He stated the first reason was there was no evidence that Joseph Skelton had 14 acres of land but only 7 acres. The second reason he stated was that the deed mentioned Joseph Skelton was retaining control for the various persons mentioned in the trust Instrument. That was why, he stated, the respondent did not mention this deed in his application to the Adjudication Officer. In reply Counsel for the respondent submitted that Joseph Skelton bought lands from the Provost Marshall and by virtue of deed No. 11 of 1905, which was mentioned by the respondent, he became owner of certain lands at Fish Bay. There was no mention of the acreage of the land in the deed. He referred to the evidence of the respondent at page 38 of the record and stated that when this evidence is placed aside the recitals of the trust deed at page 59, the effect is that

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Joseph Skelton possessed more than seven acres exclusively. The respondent stated that his father Joseph showed him the land at the Bayside to a parcel called the Cliff as his own and told him that "he had bought out all the bits and pieces of the estate". There was evidence, he submitted, on which the Adjudication Officer could have found Joseph Skelton was in possession of approximately 14 acres of land exclusive of the trust lands.

The trust deed No. 55 of 1943 recites that in consideration of the love goodwill and affection Joseph Skelton bears towards his son, the respondent, he conveys and transfers absolutely unto the respondent, his right, title and interest in the remaining portion of fourteen acres of land approximately in Fish Bay Estate of a total acreage of fifty-six acres as per deed No. 35 of 1906. He went on to say that he still retains control of the aforesaid portions for the persons designated in the said deed No. 35 of 1906, and that the aforesaid 14 acres will revert to his son, the respondent, after his death. In my opinion, the wording in this deed clearly shows that Joseph Skelton was conveying to his son 14 acres not included in the trust lands. The reference made to "aforesaid portions" is a reference to the portions designated in deed No. 35 of 1906. In my view the Adjudication Officer was right when he construed the deed as conveying 14 acres of land, not trust property, to the respondent. The respondent, is the illegitimate son of Eliza Ellen Maduro and in my opinion was not entitled to share as a beneficiary under the trust deed. The trust instrument reads: "however in the event of either of the said children dying unmarried or without issue the share or portion of such child shall go to and be divided amongst the survivors in manner and proportion following that is to say the one half thereof to the aforesaid Maduros or the survivors or survivor of them, share and share alike and to the three Skeltons or survivors or survivor of them, as the case may be the other half in equal proportion."

I interpret the words "dying unmarried or without issue" in the above passage to mean that any beneficiary who dies unmarried his share reverts to the trust property, or any beneficiary who dies married and without issue i.e. lawful issue, his share also reverts. I take the word "issue" in the deed to mean lawful issue. The Adjudication Officer was therefore in error when he found the respondent Skelton was a beneficiary under the trust deed and granted him a share of the trust property. Since the respondent is not the lawful issue of Ellen Eliza Maduro he would have no claim to any portion of the 37½ acres of trust property. I would however, allow his appeal in part and grant him 39 acres for

the reasons already stated.

In respect of the appellants claim of Richard Hogarth Maduro that trust lands were not conveyed to him by Joseph Skelton by deed No. 78 of 1943 dated the 15th September, 1943, in my view at that time Joseph Skelton had no property which could be conveyed save trust property since he had already conveyed his 14 acres to his son Ellis on the 3rd July, 1943, by deed No. 55 of 1943. In my opinion the Adjudication Officer was right when he stated that the land originally the property of Richard Hogarth Maduro now subdivided in lots but as a whole 7 acres in extent was to be retained by the current claimants. I would, however, allow appeal No. 23 of 1973 in part also and set aside the order of the Adjudication Officer which stated, "the remaining 39½ acres less 2 acres claimed by Pickering at the Baughers Bay end of the estate to be recorded in the name of the Heirs of Roceita Maduro of whom Ellis Skelton is one" and order that the remaining 37¼ acres of undivided trust property to be divided as follows: half equally to the persons lawfully entitled and claiming under the Maduros mentioned in the trust instrument and the other half equally to the persons lawfully entitled and claiming under the Skeltons mentioned in the trust instrument. I would make no order as to costs.

(Sgd) E. L. St. Bernard  
 \_\_\_\_\_  
 (E.L.St. Bernard)  
 JUSTICE OF APPEAL

I agree

(Sgd) N. A. Peterkin  
 \_\_\_\_\_  
 (N.A. Peterkin)  
 JUSTICE OF APPEAL

I also agree

(Sgd) Maurice Davis  
 \_\_\_\_\_  
 (Maurice Davis)  
 CHIEF JUSTICE

FORMAL JUDGMENTNo. 25  
28/2/77IN THE COURT OF APPEAL  
VIRGIN ISLANDS

CIVIL APPEAL NO. 23 of 1973

BETWEEN:

RICHARD HOGARTH MADURO (JUNIOR)	Appellants
CONRAD MADURO	
OMAR HODGE	
(administrators of the Estate of Richard Hogarth Maduro (Senior))	

and

ELLIS SKELTON	Respondent
---------------	------------

CIVIL APPEAL NO. 4 of 1974

BETWEEN:

ELLIS SKELTON	Appellant
---------------	-----------

and

RICHARD HOGARTH MADURO (JUNIOR)	Respondents
CONRAD MADURO	
OMAR HODGE	
(administrators of the Estate of Richard Hogarth Maduro (Senior)) and others	

BEFORE:

The Honourable the Chief Justice, Sir Maurice Davis  
The Honourable Mr. Justice St. Bernard  
The Honourable Mr. Justice Peterkin

Dated the 14th day of February 1977.

Entered the 28th day of February 1977.

These appeals having on the 6th and 7th days of July 1976 been heard together by consent by the above Court at the Court House Road Town Tortola British Virgin Islands, and the said Court having Ordered on the 14th day of February 1977 that judgment as hereinafter provided be entered -

IT IS ORDERED that Appeal No. 4 of 1974 be allowed in part, and that the Appellant therein Ellis Skelton be given 39 acres.

AND IT IS FURTHER ORDERED that Appeal No. 23 of 1973 be allowed in part that is to say, that the Order of the Adjudication Officer which states "the remaining 39½ acres less 2 acres claimed by Pickering at the Baughers Bay end of the Estate to be recorded in the name of the Heirs of

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Roceita Maduro of whom Ellis Skelton is one" be set aside.

AND IT IS FURTHER ORDERED that the remaining 37¼ acres of undivided trust property be divided as follows: ½ equally to the persons lawfully entitled and claiming under the Maduros mentioned in the trust instrument and the other ½ equally to the persons lawfully entitled and claiming under the Skeltons mentioned in the trust instrument.

AND IT IS FURTHER ORDERED that there be no order as to costs.

By Order of the Court 10

(Sgd.) H. Lalsee

Deputy Registrar

No. 26

11/1/78

IN THE COURT OF APPEAL  
TERRITORY OF THE VIRGIN ISLANDS

IN THE MATTER OF CIVIL APPEAL NO. 23 of 1973

BETWEEN:

RICHARD HOGARTH MADURO (JUNIOR)  
CONRAD MADURO  
OMAR HODGE  
(Administrators of the Estate of  
Richard Hogarth Maduro (Senior)) Appellants

and 10

ELLIS SKELTON Respondent

and

IN THE MATTER OF CIVIL APPEAL NO. 4 of 1974

BETWEEN:

ELLIS SKELTON Appellant

and

RICHARD HOGARTH MADURO (JUNIOR)  
CONRAD MADURO  
OMAR HODGE  
(Administrators of the Estate of  
Richard Hogarth Maduro (Senior))  
and others Respondents 20

and

IN THE MATTER OF AN APPLICATION under and by virtue of  
the provisions of the Virgin Islands (Appeals to Privy  
Council) order 1967 by Ellis Skelton the above Respondent/  
Appellant.

CERTIFICATE OF THE ORDER OF THE COURT

This appeal coming on for hearing on the 11th day of January,  
1978 before their Lordships The Chief Justice Sir Maurice  
Davis, Mr. Justice N. A. Peterkin and Mr. Justice N.A.  
Berridge in the presence of Mr. Joseph S. Archibald for  
Richard Hogarth Maduro and others and Mr. Lionel W. Barker  
for Ellis Skelton. 30

I HEREBY CERTIFY that an order was made as follows:-

Leave to appeal to Her Majesty in Council granted upon  
the conditions set out in section 5(a) of the Statutory  
Instruments No. 234 of 1967 Judicial Committee The Virgin

Islands (Appeals to Privy Council) order 1967. The applicant shall enter into a bond in the sum of £500 Sterling with one surety in like sum to be done within 90 days of 11th January 1978 and also upon the conditions set out in Section 5(b) of the herein above-mentioned Statutory Instrument.

The applicant shall take all necessary steps for the preparation and filing of the necessary notices and notice of the records of appeal.

Failure to comply with these conditions within the time specified the appeal shall stand dismissed.

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GIVEN under my hand and the Seal of the Court this 11th day of January 1978.

(Sgd) Trevor A. F. Peters  
DEPUTY REGISTRAR  
COURT OF APPEAL

No. 27

PETITION

3/4/78

IN THE PRIVY COUNCIL  
ON APPEAL FROM THE COURT OF APPEAL  
OF THE WEST INDIES ASSOCIATED STATES SUPREME COURT

VIRGIN ISLANDS

CIVIL APPEAL NO. 4 of 1974

BETWEEN:

ELLIS SKELTON

Appellant

and

RICHARD HOGARTH MADURO (JUNIOR)  
CONRAD MADURO  
OMAR HODGE  
(Administrators of the Estate of  
Richard Hogarth Maduro (Senior))

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LENA HOPE  
ANTONIO MADURO  
LUCY ANN HODGE  
SYDNEY MADURO  
IRVIN MADURO  
GEORGE EGBERT MADURO  
BEULAH PICKERING  
AMERIA MALONE  
JOYCE BREWLEY  
JULIAN MADURO  
KENNETH MADURO

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Respondents

TO THE QUEEN'S MOST EXCELLENT MAJESTY IN COUNCIL THE HUMBLE  
PETITION OF THE APPELLANT SHOWETH -

1. That under the provisions of Section 8 (1) of the Land Adjudication Ordinance 1970 No. 5 of 1970 of the Laws of the Virgin Islands the Appellant and the Respondents made claims to certain lands at Fish Bay Tortola in the British Virgin Islands and said claims disclosed a land dispute between the Appellant and the Respondents. 30
2. That this dispute was heard before the Land Adjudication Officer Peter G. Owen commencing the 6th day of February 1973 and a decision was given on the 5th day of April 1973 which resulted in the partial dismissal of the claim of the Appellant and the partial dismissal of the claim of the Respondents.
3. That by Notices of Appeal dated the 10th day of December 1973 and the 17th day of January 1974 (as amended by supplemental Notice dated 22nd June 1976) the Respondents and the Appellants respectively appealed against the decision of the Land Adjudication Officer to the Court of Appeal. 40

4. That the said appeals were heard together before the Court of Appeal comprising the Honourable Sir Maurice Davis Chief Justice the Honourable Mr. Justice St. Bernard Justice of Appeal and the Honourable Mr. Justice Peterkin Justice of Appeal on the 6th and 7th days of July 1976. Judgment was reserved and delivered on the 14th day of February resulting in both appeals being partly allowed and partly dismissed.
5. The Appellant being aggrieved by the said judgment of the Court of Appeal made application for leave to appeal to Her Majesty in Council on the 16th day of April 1977 and such application was granted by the Court of Appeal on the 11th day of January 1978. 10

AND HUMBLY PRAYING YOUR MAJESTY IN COUNCIL to take this appeal into consideration and that the decision of the Court of Appeal of the 14th day of February 1977 in so far as it dismissed the claim of the Appellant be reversed and for further and other relief.

Dated the 3rd day of April 1978.

(Sgd.) L. W. Barker  
Solicitor for the Appellant

No. 28

3/4/78

ON APPEAL TO THE JUDICIAL COMMITTEE OF THE PRIVY COUNCIL

VIRGIN ISLANDS

CIVIL APPEAL NO. 4 of 1974

BETWEEN:

ELLIS SKELTON

Appellant

and

RICHARD HOGARTH MADURO (JUNIOR)  
CONRAD MADURO  
OMAR HODGE

(Administrators of the Estate of  
Richard Hogarth Maduro (Senior))

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LENA HOPE

ANTONIO MADURO

LUCY ANN HODGE

SYDNEY MADURO

IRVIN MADURO

GEORGE EGBERT MADURO

BEULAH PICKERING

AMERIA MALONE

JOYCE BREWLEY

JULIAN MADURO

KENNETH MADURO

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Respondents

NOTICE OF APPEAL

TO: THE REGISTRAR OF THE JUDICIAL COMMITTEE OF THE PRIVY COUNCIL

TO: THE REGISTRAR OF THE COURT OF APPEAL OF THE WEST INDIES ASSOCIATED STATES SUPREME COURT and

TO: MR. J. S. ARCHIBALD SOLICITOR FOR THE RESPONDENTS

TAKE NOTICE that the Appellant being dissatisfied with the decision more particularly stated in paragraph 2 hereof of the Court of Appeal given by The Honourable Sir Maurice Davis Chief Justice the Honourable Mr. Justice St. Bernard Justice of Appeal and the Honourable Mr. Justice Peterkin Justice of Appeal dated the 14th day of February 1977 and having been granted leave to appeal to Her Majesty in Council by Order of the said Court dated the 11th day of January 1978 and also whereas by virtue of Section 3 subsection 1 (a) of the Virgin Islands (Appeals to Privy Council) Order 1967 (Statutory Instrument 1967 No. 234) an appeal lies from the decision of the Court of Appeal to Her Majesty in Council upon the grounds set out in paragraph 3 and will at the hearing of the Appeal seek the relief set out in paragraph 4.

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AND the Appellant further states that the names and addresses including his own of the persons directly affected by the appeal are those set out in paragraph 5.

2. The parts of the decision complained of are contained in the Record as follows -

- (i) From page 40 line 25 to line 28 "This surplus of 37½ acres ..... was actually 89¼ acres".
- (ii) From page 43 line 12 to page 43 line 24 "I would however ..... as to costs".

Grounds of Appeal  
3/4/78

GROUND'S OF APPEAL

- 3. (i) The decision is wrong in fact in that in so far as it states that what Deed of Trust No. 35 of 1906 described as 42 acres was actually 89¼ acres. 10
- (ii) The decision is erroneous in fact in describing part of the trust property expressed to be 37½ acres conveyed by Deed No. 35 of 1906 as being undivided and therefore stood to be divided in the manner stated in the decision because this is contrary to the weight of the evidence that prior to 1949 the entire area of land conveyed by Deed No. 35 of 1906 as trust property had been subject to a division on the ground into separate parcels for each of the beneficiaries named in the said Deed No. 35 of 1906 and made with the concurrence of the trustee Joseph Skelton and all the beneficiaries. 20
- (iii) The decision is erroneous in law in that it fails to take into consideration the consequence in law of the open and undisturbed possession for 24 years prior to the dispute by the Appellant of lands comprising 55 acres approximately marked Parcel A on the plan of Fish Bay by the Demarcation Officer and referred to as Exhibit B. 30

4. The Appellant moves and HUMBLY PRAYS that Her Majesty in Council makes an Order -

- (i) that judgment be entered for the Appellant in this Appeal and the Court below;
- (ii) that the Land Register be rectified accordingly;
- (iii) for costs to be taxed in this Appeal and the Court below;
- (iv) for further and other relief if deemed just.

5. The persons directly affected are:

<u>Names</u>	<u>Addresses</u>	40
Ellis Skelton	Road Town, Tortola, B.V.I.	

<u>Names</u>	<u>Addresses</u>
Richard H. Maduro)	
Conrad Maduro )	Baughers Bay, Tortola, B.V.I.
Omar Hodge )	
Lena Hope	The Valley, Virgin Gorda, B.V.I.
Antonio Maduro	Baughers Bay, Tortola, B.V.I.
Lucy Ann Hodge	Freebottom, Tortola, B.V.I.
Sydney Maduro	St. John, U.S.V.I.
Irvin Maduro	New York, U.S.A.
George Egbert Maduro	Baughers Bay, Tortola, B.V.I. 10
Beulah Pickering	Road Town, Tortola, B.V.I.
Ameria Malone	Baughers Bay, Tortola, B.V.I.
Joyce Brewley	Freebottom, Tortola, B.V.I.
Julian Maduro	Jean Hill, Tortola, B.V.I.
Kenneth Maduro	Baughers Bay, Tortola, B.V.I.

Dated the 3rd day of April, 1978.

(Sgd.) L. W. Barker  
Solicitor for the Appellant



No. 29  
8/4/78

IN THE COURT OF APPEAL  
VIRGIN ISLANDS

CIVIL APPEAL NO. 4 of 1974

BETWEEN:

ELLIS SKELTON

Appellant

and

RICHARD HOGARTH MADURO (JUNIOR)  
CONRAD MADURO  
OMAR HODGE  
(Administrators of the Estate of  
Richard Hogarth Maduro (Senior))  
and others

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Respondents

AFFIDAVIT IN SUPPORT OF NOTICE OF APPEAL

I LIONEL WENTWORTH BARKER make oath and say as follows -

1. My true place of abode is Upper Macnamara Road Town Tortola in the British Virgin Islands and I am a Barrister and Solicitor and represent the Appellant herein.
2. That between the 6th day of February 1973 and the 28th day of March 1973 a hearing of the land dispute between the above parties was conducted before the Land Adjudication Officer pursuant to the provisions of the Land Adjudication Ordinance 1970 (No. 5 of 1970) of the Laws of the Virgin Islands. 20
3. That the decision of the Land Adjudication Officer given on 5th April 1973 dismissed a part of the claim of each of the parties above.
4. That by Notices of Appeal dated the 10th day of December 1973 and the 17th day of January 1974 (as amended by supplemental Notice dated 22nd June 1976) the Respondents and the Appellant respectively appealed against the decision of the Land Adjudication Officer to the Court of Appeal. 30
5. That the said appeals were heard together before the Court of Appeal comprising the Honourable Sir Maurice Davis Chief Justice the Honourable Mr. Justice St. Bernard Justice of Appeal and the Honourable Mr. Justice Peterkin Justice of Appeal on the 6th and 7th days of July 1976. Judgment was reserved and delivered on the 14th day of February 1977 resulting in both appeals being partly allowed and partly dismissed. 40

6. That the Appellant being aggrieved by the said judgment of the Court of Appeal made application for leave to appeal to Her Majesty in Council on the 16th day of April 1977 and such application was granted by the Court of Appeal on the 11th day of January 1978.
7. The Judgment of this Honourable Court is a final decision in civil proceedings and by virtue of the provisions of Section 3(1)(a) of the Virgin Islands (Appeals to Privy Council) Order 1967 (S.I. 1967 No. 234) an Appeal lies as of right from the decision of this Honourable Court to Her Majesty in Council where the matter in dispute is of the value of 300 pounds sterling or upwards or where the Appeal involves directly or indirectly or respecting property or a right to the value of 300 pounds sterling or upwards. 10
8. That the subject matter in dispute on appeal to Her Majesty in Council is of a value in excess of 300 pounds sterling and/or the appeal involves directly or indirectly a claim to or questions respecting property or rights thereto which are of a value exceeding 300 pounds sterling. 20
9. I submit that in the circumstances the questions involved in this Appeal ought to be laid before Her Majesty in Council.

SWORN at the Registrar's Office )  
Road Town Tortola this 8th day ) (Sgd.) L. W. Barker  
of April 1978. ) \_\_\_\_\_

Before me:

\_\_\_\_\_  
(Sgd.) B. Baptiste  
A Commissioner for Oaths

VIRGIN ISLANDS  
TORTOLA  
NO. 35 of 1906

BVI/D/41/72

THIS INDENTURE made the fourth day of September one thousand nine hundred and six between Henrietta Skerret Helena Hazel Amey Myra Macgregor Smith and Henry Stephens Harrigan all of Road Town in the Island of Tortola of one part and Joseph Skelton of Baughers Bay also in the Island of Tortola as seaman of the other part. Whereas for divers good causes and considerations thereto moving the said Henrietta Skerret the said Helena Hazel Amey and the said Myra Macgregor Smith for themselves and the said Henry Stephens Harrigan for the children of Philip Neso each and every of them hath respectively contracted and agreed with the said Joseph Skelton for the sale to him of a certain lot of land hereditament and premises with fee simple thereof and which is being hereinafter more particularly mentioned and described the same having been held possessed and occupied by them as tenants in Common for the sum of twenty six pounds seventeen shillings and six pence. Nowwherefore this Indenture witnesseth that in pursuance of the said contract and agreement and also for and in consideration of the sum of twenty six pounds seventeen shillings and six pence of British Sterling money well and duly paid in due proportion unto the said Henrietta Skerret the said Helena Hazel Amey the said Myra Macgregor Smith and the said Henry Stephens Harrigan in his capacity aforesaid the receipt whereof is hereby individually acknowledged and is also testified to by delivery of possession of the said land and premises by them in the month of September 1904 unto him the said Joseph Skelton and they and each of them hath therefore granted bargained sold transferred and conveyed and by these presents doth grant, bargain, sell, transfer, convey and confirm unto the said Joseph Skelton all and every their respective rights, titles, interests and the fee simple in and to the entire unsold portion of the piece or parcel of land and premises designated and known as the "Fish Bay Farm" situate in the east end division of the Island of Tortola late the property of Henry Cecil Hodge of the said Island Esquire and originally contained fifty six acres by estimation be the same more or less and is bounded on the East by Lot No. 92 on the plan of the Island of Tortola called and known as Kingston land on the West by the ridge of the Hill which divides Lot No. 84 known as Baughers Bay Estate from

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the "Fish Bay Farm" as is laid down on the aforesaid plan on the North partly by Lot No. 91 on the above said plan late property to John Rymer and partly by the Southern portion of estate No. 85 known and designated as "Belle Vue" and on the South by the Sea or however otherwise the said lot of land may be bounded situate lying and being with all ways, paths, passages, water, watercourses and every other right appurtenances thereto exclusive however of four acres previously sold out by the aforesaid Henrietta Skerret to Robert Ingrave and William James Rymer situate at the southeastern end of the said land, also two acres thereof previously sold out by Helena Hazel Amey which is now in the actual possession of John James Maduro also seven acres late the property of the Government but at present belonging as by Deed of Conveyance therefore is made to appear unto the said Joseph Skelton inclusively comprising fifty six acres as aforesaid to hold unto the use and behoof of the said Joseph Skelton his executors administrators and assigns the said forty three acres of land hereby conveyed. 10 20

But in trust Nevertheless for the uses purposes and intents hereinafter mentioned that is to say in trust to hold direct manage and control the same in such manner as to him might seem most beneficial to the interest and welfare of the following children of Roceita Maduro to whom the said lot of land doth from and after date hereof solely belong in proportion however hereby allotted and expressed that is to say to John James Maduro four acres to Richard Maduro six acres to Ellen Eliza Maduro six acres to Ann Elizabeth Maduro four acres to Claudius Waldemar Skelton eight acres to Emma Clothilda Skelton seven acres and to Alice Lutecia Skelton 7 acres amounting in all to the full and complete number of forty three acres as aforesaid provided however in the event of either of the said children dying unmarried or without issue the share or portion of such child shall go to and be divided amongst the survivors in manner and proportion following that is to say the one half thereof to the aforesaid Maduros or the survivors or survivor of them, share and share alike and to the three Skeltons or the survivors or survivor of them as the case may be the other half in equal proportion. 30 40

In witness whereof the parties to these presents have hereunto set and subscribed their names the day and year first above written.






Signed and delivered ) (Sgd) Henrietta Skerret  
in the presence of ) (Sgd) Helena H. Amey  
W.M. Pickering ) (Sgd) Myra M. Smith  
D.E. Flemming ) (Sgd) H.S. Harrigan 50

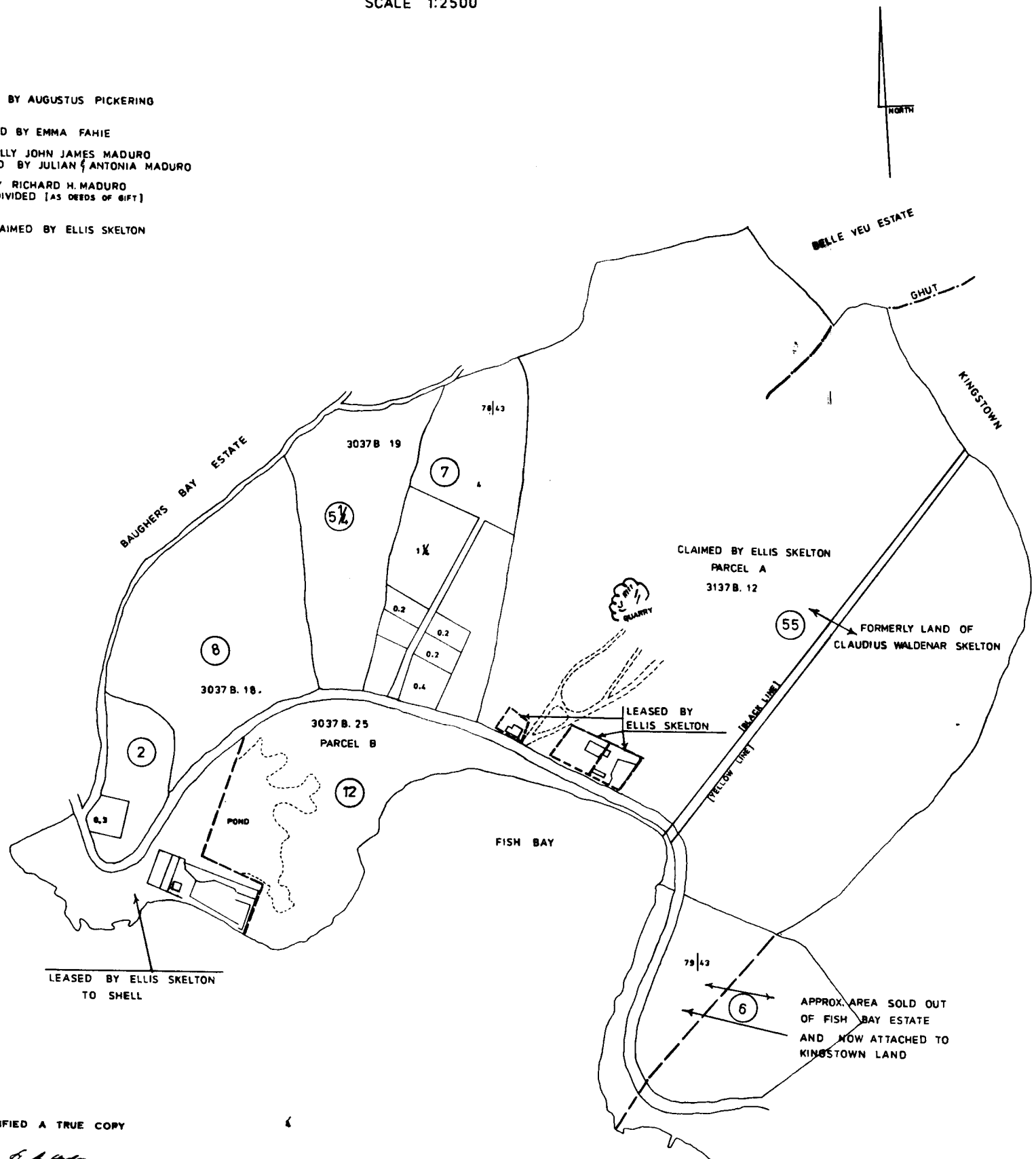
EXH. B  
6/2/73

ROAD TOWN SECTION  
FISH BAY ESTATE  
SCALE 1:2500

Doc. B

Page 57

-  [PURPLE] CLAIMED BY AUGUSTUS PICKERING
-  [ORANGE] CLAIMED BY EMMA FAHIE
-  [GREEN] CLAIMED BY JULIAN & ANTONIA MADURO  
ORIGINALY JOHN JAMES MADURO
-  [BLUE] NOW SUBDIVIDED [AS DEEDS OF GIFT]  
ORIGINALY RICHARD H. MADURO
-  [RED BORDERED] CLAIMED BY ELLIS SKELTON



CERTIFIED A TRUE COPY

*R. J. ...*  
REGISTRAR OF LANDS  
21 3 1973



EXH. D

VIRGIN ISLANDS  
TORTOLA  
No. 53 of 1949

THIS INDENTURE is made the 13th day of July 1949 Between Ann Elizabeth Mercer formerly Ann Elizabeth Maduro of Road Town in the island of Tortola Retired Widow (hereinafter called the Vendor) of the One Part and Ellis Aldington Skelton of Road Town in the said island of Tortola Merchant (hereinafter called the Purchaser) of the Other Part.

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WHEREAS by Indenture of Conveyance dated the 4th day of September 1906 (registered in the Virgin Islands as No. 35 of 1906) and made between Henrietta Skerret; Helena Hazel Amey; Myra McGregor Smith and Henry Stephens Harrigan in the said Indenture described as of the One Part and Joseph Skelton therein also described as of the Other Part whereby the balance of the lands situate in the island of Tortola called and known as Fish Bay Farm comprising forty-three (43) acres more or less was granted to the said Joseph Skelton in trust for the several children of Rocita Maduro therein named It is provided that the Vendor (being one of the said children) shall be absolutely entitled to four (4) acres of the said lands therein mentioned as allocated to her under the terms of the trust and WHEREAS the said Joseph Skelton is deceased and the Vendor desiring to dispose of her allocation of the said lands hath bargained and agreed with the Purchaser for the sale to him of her rights interest and claim in or to the same for the price or sum of fifteen pounds (£15. 0. 0.).

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NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the said sum of fifteen pounds (£15. 0. 0.) to the Vendor in hand paid at or before the ensembling and delivery of these presents (the receipt of which sum the Vendor doth hereby acknowledge) SHE the Vendor doth hereby grant and convey to the Purchaser his heirs and assigns ALL of the rights interest and claim which to her belongs or to which she may be entitled in and to that certain lot piece parcel or portion of land situate and lying in Fish Bay Estate in the island of Tortola British Virgin Islands the same being the piece of land containing four (4) acres mentioned in the aforesaid Indenture No. 35 of 1906 as being the share of lands therein described as Fish Bay Farm to be allocated to the Vendor under the terms of the trust provisions.

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TO HAVE AND TO HOLD the same together with the appurtenances and every part thereof Unto and to the

Use of the Purchaser his heirs and assigns forever.

AND THE VENDOR doth hereby covenant with the Purchaser as follows that is to say Firstly that her right to convey exists Secondly that the said lands are free from encumbrances Thirdly that the Purchaser shall have hold and enjoy the said lands and hereditaments without let or hindrance by the Vendor or any person or persons claiming the same under or through her Fourthly that the Vendor shall at any and all times hereafter if need be do and execute all such acts deeds or other instruments to further assure the title to the said lands and hereditaments as the Purchaser shall reasonably request and at his cost and expense and Fifthly that the Vendor shall forever warrant the title to the said lands and hereditaments.

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IN WITNESS WHEREOF the said Vendor hath hereunto set her hand and affixed her seal the day and year first above written.

SIGNED sealed and delivered )  
by Ann Elizabeth Mercer in )  
the presence of me: )

20

(Signed) MORRIS O. SIMMONDS

(Signed)  
her  
ANN E. x MERCER L/S  
mark



EXH. F

VIRGIN ISLANDS  
TORTOLA  
No. 70 of 1949

THIS INDENTURE is made the 13th day of August, 1949 Between Alice Lutecia Vanterpool (formerly Alice Lutecia Skelton) of the island of Virgin Gorda housewife (hereinafter called the Vendor) of the One Part and Ellis Aldington Skelton of Road Town in the island of Tortola Merchant (hereinafter called the Purchaser) of the Other Part.

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WHEREAS by Indenture of Conveyance dated the 4th day of September 1906 (registered in the Virgin Islands as No. 35 of 1906) and made between Henrietta Skerret; Helena Hazel Amey; Myra McGregor Smith and Henry Stephens Harrigan who are therein duly described of the One Part and Joseph Skelton also therein duly described of the Other Part whereby the balance of the lands situate in the island of Tortola then called and known as "Fish Bay Farm" comprising forty-three (43) acres more or less was granted to the said Joseph Skelton in trust for the several children of Rocita Maduro who are therein named It is provided that the Vendor (being one of the said children) shall be absolutely entitled to seven (7) acres of the said land being the share mentioned in the said Indenture as being allocated to the Vendor under the terms of the trust and WHEREAS the said Joseph Skelton is deceased and the Vendor desiring to dispose of the share of the said lands to her allocated in the said Indenture hath bargained and agreed with the Purchaser for the sale to him of her rights title claim and interest in and to the same for the price or sum of twenty-five pounds (£25. 0. 0.).

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NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of twenty-five pounds (£25. 0. 0.) to the Vendor in hand paid at the time of the sealing and delivery of these presents (the receipt of which sum the Vendor doth hereby acknowledge) SHE the Vendor doth hereby grant and convey to the Purchaser his heirs and assigns ALL of the rights title claim and interest which to her belongs and to which she is entitled in to and upon that certain lot piece parcel or portion of the lands of Fish Bay Estate in the island of Tortola British Virgin Islands being the share of seven (7) acres mentioned in the afore-cited Indenture of Conveyance No. 35 of 1906 as the quantity to be allocated to the Vendor under the terms of the trust provisions in the lands therein described

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as "Fish Bay Farm" And also the said Vendor doth hereby grant and convey to the said Purchaser all and whatever further rights title claim or interest she may have to be entitled to in the said lands of Fish Bay Estate other than her stipulated share which by the terms of the aforementioned trust might now belong to her or hereafter come to her upon the death of other beneficiaries of the trust:

TO HAVE AND TO HOLD the same Unto and to the Use of the Purchaser his heirs and assigns forever. 10

AND THE VENDOR doth hereby covenant with the Purchaser as follows that is to say Firstly that the Vendor has good and lawful right to grant and convey her rights in the said lands and hereditaments Secondly that the same are free from encumbrances Thirdly that the Purchaser shall peaceably and quietly have hold and enjoy the said lands and hereditaments without let or hindrance by the Vendor or any person or persons claiming the same under or through her Fourthly that the Vendor shall at any and all times hereafter do and execute if need be all such acts and deeds or other instruments by which to further assure the title to the said lands and hereditaments as the Purchaser shall reasonably request and at his cost and expense and Fifthly that the Vendor shall forever warrant the title to the said lands and hereditaments. 20

IN WITNESS WHEREOF the Vendor has hereunto set her hand and affixed her seal the day and year first above written.

SIGNED SEALED AND DELIVERED ) 30  
by Alice Lutecia Vanterpool )  
in the presence of us: ) (Signed) Alice Vanterpool  
(Signed) OWEN SIMMONDS ) L/S  
(Signed) SAMUEL FREEMAN

EXH. G

VIRGIN ISLANDS  
TORTOLA  
No. 74 of 1951

THIS INDENTURE is made the 20th day of December 1951 Between ELLEN ELIZA MADURO of Road Town in the island of Tortola Housewife (mother of the Donee hereinafter called the Donor) of the One Part and ELLIS ALDINGTON SKELTON of the same Town Merchant (one of the natural children of the Donor hereinafter called the Donee) of the Other Part.

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WHEREAS by an Indenture dated the 4th day of September 1906 registered in the Presidency of the British Virgin Islands as No. 35 of 1906 and made between HENRIETTA SKERRET; HELENA HAZEL AMEY; MYRA MCGREGOR SMITH and HENRY STEPHENS HARRIGAN therein described and being the parties of the One Part and JOSEPH SKELTON who also is therein described and being the party of the Other Part (whereby forty-three (43) acres of land being part of the lands in the island of Tortola called Fish Bay Farm were granted to the said JOSEPH SKELTON in trust for the sundry children 20 of ROCITA MADURO therein specially mentioned by name) the Donor (being one of the said children named in the said Indenture to whom a definite amount of six (6) acres of the said land was expressly allotted as belonging) became entitled to the hereditaments hereinafter mentioned and intended to be hereby granted and WHEREAS the said JOSEPH SKELTON died on the 17th day of March 1948 intestate by reason whereof the trust expired leaving the Donor by the terms of the aforementioned Indenture entitled to the said hereditaments hereinafter mentioned notwithstanding 30 that the same had not during the lifetime of the said JOSEPH SKELTON been formally by act or deed conveyed to her And WHEREAS the said Donor in consideration of past and subsisting support generously contributed by the Donee and for the love goodwill and affection she beareth unto the Donee desires and hath elected to give and grant the said hereditaments unconditionally to the Donee:

NOW THIS INDENTURE WITNESSETH that in pursuance of the foregoing and in consideration of the Donee's support and the love goodwill and affection existing between the Donor and the Donee SHE THE DONOR doth hereby grant and convey as a gift to the Donee in fee simple ALL that piece or parcel of the lands called Fish Bay Farm in the island of Tortola British Virgin Islands amounting to six (6) acres more or less which in the afore-cited Indenture No. 35 of 1906 is expressly mentioned as the allotment belonging to the Donor and whereto she was entitled by the terms of the said Indenture and which though

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hitherto has not been ascertained identified or delimited shall whensoever the same shall be physically ascertained identified and delimited be the hereditaments hereinbefore granted and conveyed to the Donee Together with all the easements rights and appurtenances thereto appertaining and all the estate rights title interest claim and demand whatsoever of the Donor in to or upon the said hereditaments or any part or parcel thereof:-

TO HAVE AND TO HOLD the same Unto and to the Use of the Donee his heirs and assigns forever.

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IT WITNESS WHEREOF the Donor hath hereunto set her hand and affixed her seal the day and year first above written.

SIGNED Sealed and Delivered )  
by the within-named ELLEN )  
ELIZA MADURO before and in ) (Signed) Ellen Maduro  
the presence of us: )

L/S

(Signed) FRANK V. ABBOTT  
(Signed) HERMAN CHRISTOPHER

EXH. H

VIRGIN ISLANDS  
TORTOLA  
No. 78 of 1943

THIS INDENTURE made and entered into this 15th day of September in the year of Our Lord One Thousand Nine Hundred and Forty-Three BETWEEN Joseph Skelton, Merchant of Road Town, Tortola the party of the First Part AND Richard Hogart Maduro, planter of Baughers Bay also of the island of Tortola, the party of the Second Part, WITNESSETH that for and in consideration of the love and affection I the said Joseph Skelton bear towards the said Richard Hogart Maduro and for divers other causes and considerations, the said Joseph Skelton the party of the First Part DOTH hereby and by these presents give, grant and release unto the said Richard Hogart Maduro his heirs and assigns all and singular that piece or parcel of land situate in Fish Bay Estate being by measurement about six acres of land more or less and bounded as follows: On the EAST by Baughers Bay Estate from a Turpentine Tree at the top of the hill in a straight line to another Turpentine Tree near the Public street, On the SOUTH by the public street from the last mentioned Turpentine Tree in a straight line to another by lands of the late John Maduro, On the WEST from a gri-gri tree at the top of the hill to the Turpentine Tree in the Government road, On the NORTH by a line at the summit of the hill from the gri-gri tree to the Turpentine Tree or however same may be butted and bounded known or described, said portion or plot of land having been in the possession of the said Richard Hogart Maduro for over thirty years, TO HAVE AND TO HOLD unto the said Richard Hogart Maduro his heirs and assigns forever.

IN WITNESS whereof the said Joseph Skelton hath hereunto set his hand by making his mark after this Instrument had been read and fully explained the day and year first above written.

his  
James x Skelton  
mark

SIGNED Sealed and Delivered  
in the presence of us:-

- 1. Darwin D. Flax )
- 2. ) WITNESSES
- 3. )

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EXH. J

VIRGIN ISLANDS  
TORTOLA  
No. 79 of 1943

THIS INDENTURE made and entered into this 15th day of September in the year of Our Lord One Thousand Nine Hundred and Forty-Three BETWEEN Joseph Skelton, Merchant of Road Town Tortola the party of the First Part AND Richard Hogart Maduro, planter of Baughers Bay also of the island of Tortola, the party of the Second Part, WITNESSETH that for and in consideration of the love and affection I the said Joseph Skelton bear towards the said Richard Hogart Maduro and for divers other causes and considerations, the said Joseph Skelton the party of the First Part DOTH hereby and by these presents give, grant and release unto the said Richard Hogart Maduro his heirs and assigns all and singular that piece parcel or plot of land situate in my Fish Bay Estate being by measurement about two acres of land more or less, triangular by shape and hereinafter described by A B C and bounded as follows:-

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On the EAST by the side AC, the hypotenuse, running along the Public Road between Kingston and Fish Bay, from a cedar tree at point A and a large rock at point C.

On the WEST by the side BC bounded by the Public Street leading to Kingston with a Turpentine Tree post and a series of rocks at point B. The NORTHERN boundary running in a straight line AB and bounded by lands of Waldemar Skelton or however same may be butted and bounded, known or described, said portion or plot of land being occupied by the said Richard Hogart Maduro for over thirty years, TO HAVE AND TO HOLD unto the said Richard Hogart Maduro his heirs and assigns forever.

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IN WITNESS whereof the said Joseph Skelton hath hereunto set his hand by making his mark after this Instrument had been read and fully explained the day and year first above written.

SIGNED Sealed and Delivered )  
in the presence of us:- )

Joseph his  
x Skelton  
mark

1. Darwin D. Flax
2. S. A. Rymer

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BVI/D/P/41/72

EXH. L

VIRGIN ISLANDS  
TORTOLA  
No. 11 of 1905

THIS INDENTURE made the 20th day of May One Thousand  
 Nine Hundred and Five in the Fifth Year of the Reign of  
 our Sovereign Lord Edward the Seventh of United Kingdom  
 of Great Britain and Ireland King Between the Honourable  
 Robert Stephen Earl, Provost Marshal ex-officio of the  
 Presidency of the Virgin Islands of the One Part and  
 Joseph Skelton of the Other Part. Witnesseth that on  
 the 27th day of March, 1905 the day and time appointed  
 for the sale of a lot of land situated at Fish Bay and  
 returned as the property of Hetty Bagnell and levied  
 on to satisfy the Land Tax due thereon the notification  
 and advertisement required by the Land and House Tax  
 Ordinance No. 7 of 1892 having been made for the sale  
 thereof the same was put up to sale or public outcry  
 in the Marshal's Office at Road Town Tortola.

AND WHEREAS Joseph Skelton of Tortola did then and  
 there bid the sum of Two Pounds Eighteen Shillings and  
 no higher bids having been obtained the said Joseph  
 Skelton was then and there declared to be the purchaser  
 thereof.

NOW THIS INDENTURE WITNESSETH that in considera-  
 tion of the aforementioned sum of Two Pounds Eighteen  
 Shillings paid by the said Joseph Skelton to the said  
 Robert Stephen Earl in his aforesaid capacity of Provost  
 Marshal of the Virgin Islands (the receipt whereof is  
 hereby acknowledged) he the said Robert Stephen Earl  
 doth hereby transfer and convey the said piece of land  
 situated at Fish Bay in the said Island of Tortola  
 with all rights privileges and easements unto the said  
 Joseph Skelton his heirs or assigns forever.

IN WITNESS whereof the said Robert Stephen Earl in  
 his capacity aforesaid hath hereunto set his hand and  
 seal the day and year first above written.

SIGNED Sealed and Delivered ) (Sgd)  
 in the presence of: ) Robert Stephen Earl 40

(Sgd) Charles Maduro  
 Dispenser  
 Road Town, Tortola.

EXH. MDEED NO. 355 of 1966

THIS INDENTURE OF LEASE is made the 19th day of October, 1966 BETWEEN ELLIS SKELTON of Road Town in the Island of Tortola in the Colony of the British Virgin Islands (hereinafter referred to as the Lessor which expression where the context so admits shall include the persons for the time being entitled to the immediate reversion expectant on the term hereby created) of the One Part and SHELL ANTILLES & GUIANAS LTD., a company incorporated under the laws of Trinidad and having a place of business situate at Road Town aforesaid (hereinafter referred to as the Lessee which expression where the context so admits shall include its successors and assigns) of the Other Part. 10

WITNESSETH AS FOLLOWS:-

1. The Lessor hereby demises unto the Lessee ALL that portion of land situate at Fish Bay in the Island of Tortola in the Colony of the British Virgin Islands containing by admeasurement Two point nine (2.9) acres and butted and bounded as follows that is to say

On the North-West by lands of B. Fraser 20  
 On the North by the road  
 On the East by other lands of the Lessor and  
 On the South and West by the Sea

ALL as the same is set forth delineated and described on the map or plan annexed hereto and drawn by Louis M. Harrigan for the term of Two Years from the 29th day of January, 1965 Paying therefor during the tenancy the annual rental of Three Hundred and Sixty-Eight dollars and Seventy-Five cents payable quarterly in advance commencing on the 29th day of January, 1965 and thenceforward on the 29th day of April, July and October in each and every year during the continuance of the tenancy hereby created. 30

2. The Lessee covenants with the Lessor as follows:-

- (1) To pay the reserved rents on the days and in manner aforesaid.
- (2) Not to assign underlet or part with the possession of the demised premises or any part thereof without the written consent of the Lessor such consent however not to be unreasonably withheld in the case of a respectable and financially responsible person or corporation. 40
- (3) To pay all charges for telephone dues, water rates, electric light and electric current used on the demised premises.
- (4) To permit the Lessor and his agent at all reasonable times during the daytime to enter upon the



demised premises and examine the condition thereof.

3. The Lessor hereby covenants with the Lessee as follows:-

(1) That the Lessee paying the rents hereby reserved and performing and observing the several covenants and stipulations on his part herein contained shall peaceably hold and enjoy the demised premises during the said term without any interruption by the Lessor or any person rightfully claiming under or in trust for him.

(2) That the Lessor will on the written request of the Lessee made three (3) months before the expiration of the term hereby created and if there shall not at the time of such request be any existing breach or non-observance of any of the covenants on the part of the Lessee hereinbefore contained at the expense of the Lessee grant to him a lease of the demised premises for a further term of twenty years at a rental of \$200.00 per acre per annum and at the expiration of such further term to renew the said lease for a further term of twenty years at a rental of \$300.00 per acre per annum.

PROVIDED always and it is agreed as follows:-

On the termination of the tenancy or within one (1) month thereafter if the reserved rent shall be duly paid up to such termination and there shall not be any unsatisfied breach of any stipulation or condition contained herein the Lessor may remove any or all buildings, structures and fixtures placed by him on the demised premises.

IN WITNESS WHEREOF the Lessor has hereunto set his hand and affixed his seal the day and year first above written.

SIGNED SEALED AND DELIVERED )  
 by the within-described ELLIS )  
 SKELTON before and in the ) E. Skelton (Sgd.)  
 presence of: )

H. L. Harney (Sgd.)

Witness

SIGNED SEALED AND DELIVERED )  
 by GRAHAM LAMBERT HOLLAND as )  
 the Attorney on the behalf ) Shell Antilles and  
 and as the Act and Deed of ) Guianas Ltd. by its  
 Shell Antilles & Guianas Ltd. ) attorney  
 in the presence of ) G. L. HOLLAND (Sgd.)

Rita M. Bradley

Gordon St. Aerepe  
 Stenographer

EXH. N

NO. 68 of 1967

THIS INDENTURE OF LEASE is made the 13th day of March, 1967 BETWEEN ELLIS SKELTON of Road Town in the Island of Tortola in the Colony of the British Virgin Islands (hereinafter referred to as the Lessor which expression where the context so admits shall include the persons for the time being entitled to the immediate reversion expectant on the term hereby created) of the ONE PART and SHELL ANTILLES & GUIANAS LTD. a company incorporated under the laws of Trinidad and having a place of business situate at Road Town aforesaid (hereinafter referred to as the Lessee which expression where the context so admits shall include its successors and assigns) of the OTHER PART. 10

WITNESSETH as follows:-

The Lessor hereby demises unto the Lessee ALL that portion of land situate at Fish Bay in the Island of Tortola in the Colony of the British Virgin Islands containing by admeasurement Two point nine (2.9) acres and butted and bounded as follows that is to say,

On the North-West by lands of B. Fraser 20  
 On the North by the road  
 On the East by other lands of the Lessor and  
 On the South and West by the Sea

ALL as the same is set forth delineated and described on the map or plan annexed hereto and drawn by Louis M. Harrigan Licensed Land Surveyor TO HOLD the same unto the Lessee for the term of Twenty years from the 29th day of January, 1967 Paying therefor during the tenancy the annual rental of Two Hundred dollars per acre per annum payable quarterly in advance commencing on the 29th day of January, 1967 and thenceforward on the 29th of April, July and October in each and every year during the continuance of the tenancy hereby created. 30

2. The Lessee covenants with the Lessor as follows:

- (1) To pay the reserved rents on the days and in the manner aforesaid.
- (2) Not to assign underlet or part with the possession of the demised premises or any part thereof without the written consent of the Lessor such consent however not to be unreasonably withheld in the case of respectable and financially responsible person or corporation. 40
- (3) To pay all charges for telephone dues, water rates, electric light and electric current used on the demised premises.

(4) To permit the Lessor and his agent at all reasonable times during the daytime to enter upon the demised premises and examine the condition thereof.

3. The Lessor hereby covenants with the Lessee as follows:

(1) That the Lessee paying the rents hereby reserved and performing and observing the several covenants and stipulations on his part herein contained shall peaceably hold and enjoy the demised premises during the said term without any interruption by the Lessor or any person rightfully claiming under or in trust for him. 10

(2) That the Lessor will on the written request of the Lessee made three (3) months before the expiration of the term hereby created and if there shall not at the time of such request be any existing breach or non-observance of any of the covenants on the part of the Lessee hereinbefore contained at the expense of the Lessee grant to him a lease of the demised premises for a further term of twenty years at a rental of \$300.00 per acre per annum and at the expiration of such further term to renew the said lease for a further term of Twenty years at a rental to be later negotiated. 20

PROVIDED ALWAYS and it is agreed as follows:-

On the termination of the tenancy or within one (1) month thereafter if the reserved rent shall be duly paid up to such termination and there shall not be any unsatisfied breach of any stipulation or condition contained herein the Lessor may remove any or all buildings, structures and fixtures placed by him on the demised premises. 30

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and affixed their seals the day and year first above written.

SIGNED SEALED AND DELIVERED )  
by the within-described )  
ELLIS SKELTON before and ) (Sgd.) E. Skelton  
in the presence of: ) \_\_\_\_\_

(Sgd.) H. L. Harney  
\_\_\_\_\_  
Witness

SIGNED SEALED AND DELIVERED ) 40  
by GRAHAM LAMBERT HOLLAND as ) Shell Antilles and  
the Attorney on the behalf ) Guianas Ltd. by its  
and as the Act and Deed of ) Attorney  
Shell Antilles & Guianas Ltd.)  
in the presence of: ) (Sgd.) G. L. Holland  
\_\_\_\_\_

(Sgd.) F. Cunningham Adams  
\_\_\_\_\_  
Solicitor

EXH. O

VIRGIN ISLANDS  
TORTOLA  
NO. 11 of 1956

THIS INDENTURE is made the third day of November, 1955 between Claudius Waldmar Skelton of the island of Tortola, Farmer (hereinafter called "the Vendor") which expression where the context so admits includes his heirs personal representatives and assigns) of the One Part and Ellis Aldington Skelton of Road Town in the island of Tortola, Merchant (hereinafter called the Purchaser which expression where the context so admits includes his heirs personal representatives and assigns) of the Other Part. 10

WHEREAS by Indenture of Conveyance dated the 4th day of September 1906, (registered in the Virgin Islands as No. 35 of 1906) and made between Henrietta Skerret; Helena Hazel Amey; Myra McGregor Smith and Henry Stephens Harrigan who are therein duly described of the One Part AND Joseph Skelton also therein duly described of the Other Part whereby the balance of the land situated in the island of Tortola then called and known as "Fish Bay Farm" comprising forty-three (43) acres more or less was granted to the said Joseph Skelton in trust for the several children of Rocita Maduro who are therein named. AND WHEREAS it was provided that the Vendor (being one of the said children) shall be absolutely entitled to eight (8) acres of the said lands being the share mentioned in the said Indenture as being allocated to the Vendor under the terms of the trust and WHEREAS the said Joseph Skelton is deceased (since the 14th of March, 1948) and the Vendor desiring to dispose of the share of the said lands to him allocated in the said Indenture hath bargained and agreed with the Purchaser for the sale to him of his rights title claim and interest in and to the same for the price or sum of two hundred and sixty-eight pounds. 20 30

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of two hundred and sixty-eight pounds (£268. 0. 0.) to the Vendor in hand paid previous to the time of the sealing and delivery of these presents (the receipt of which sum the Vendor doth hereby acknowledge) He the Vendor doth hereby grant and convey to the Purchaser his heirs and assigns ALL of the rights title claim and interest which to him belongs and which he is entitled in to and upon that certain lot piece parcel or portion of the lands of Fish Bay Estate in the island of Tortola British Virgin Islands being the share of eight (8) acres mentioned in the afore-cited Indenture of Conveyance No. 35 of 1906 as the quantity to be allocated to the Vendor under the terms of the trust provisions in the lands therein 40

described as "Fish Bay Farm" And also the said Vendor doth hereby grant and convey to the said Purchaser ALL and whatever further rights title claim or interest he may have or be entitled to in the said lands of Fish Bay Estate other than his stipulated share which by the terms of the aforementioned trust might now belong to him or hereafter may come to him upon the death of other beneficiaries of the trusts:

To have and to hold the same Unto and to the use of the Purchaser his heirs and assigns forever.

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And the Vendor doth hereby covenant with the Purchaser as follows that is to say FIRSTLY that the Vendor has good and lawful right to grant and convey his rights in the said lands and hereditaments, SECONDLY that the same are free from encumbrances, THIRDLY that the Purchaser shall peaceably and quietly have hold and enjoy the said lands and hereditaments without let or hindrance by the Vendor or any person or persons claiming the same under or through him. FOURTHLY that the Vendor shall at any and all times hereafter do and execute if need be all such acts deeds or other instruments by which to further assure the title to the said lands and hereditaments as the Purchaser shall reasonably request and at his cost and expense and FIFTHLY that the Vendor shall forever warrant the title to the said lands and hereditaments.

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IN WITNESS WHEREOF the Vendor hath hereunto set his hand and affixed his seal the day and year afore-written.

Witnessed Signed Sealed and Delivered by Claudius Waldmar Skelton.

SIGNED SEALED AND DELIVERED )  
by the within-named Claudius )  
Waldmar Skelton in the )  
presence of: )

(Sgd.) Claudius Skelton  
\_\_\_\_\_

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(Sgd.) J. L. Pickering  
Road Town, Tortola.  
(Address)

EXH. X

TORTOLA  
NO. 88 of 1956

THIS LEASE made the 24th day of September, 1956 between ELLIS SKELTON of Road Town in the island of Tortola in the Colony of the Virgin Islands (hereinafter called "the Lessor" which expression shall include his personal representatives and assigns) of the One Part and THOMAS EDWARD AGUSTUS PERKINS the officer for the time being administering the Government of the said Colony for and on behalf of the Government of the said Colony (hereinafter called "the Lessee" which expression shall include his successors in office) of the Other Part. 10

WITNESSETH as follows:-

1. In consideration of the rent of \$100 (One Hundred dollars in United States currency) the receipt of which sum the Lessor hereby acknowledges the Lessor hereby demises unto the Lessee all that parcel of land situate at Fish Bay in the island of Tortola and known as Fish Bay Pond to hold the said premises unto the Lessee for a term of 5 years from the 1st day of September, 1956. 20

2. The Lessor agrees with the Lessee to permit the Lessee to use the said Pond as a garbage dump for the term hereinbefore mentioned.

IN WITNESS WHEREOF the said parties have hereunto set their respective hands the day and year first above written.

SIGNED AND SEALED BY the )  
said ) (Signed) Ellis Skelton  
in the presence of: ) \_\_\_\_\_

\_\_\_\_\_  
(Signed) Norwell Harrigan

SIGNED AND SEALED by the )  
said ) (Signed) J.E.A. Perkins  
in the presence of: ) \_\_\_\_\_

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\_\_\_\_\_  
(Signed) Norwell Harrigan

EXH. Y

NO. 145 of 1969

THIS LEASE made the 10th day of March 1969 BETWEEN ELLIS SKELTON of Road Town in the Island of Tortola in the British Virgin Islands (hereinafter called the Landlord which expression shall where the context so admits include the person for the time being entitled to the reversion immediately expectant on the determination of the term hereby created) of the One Part and GEOFFREY A. SHARP of Road Town Tortola British Virgin Islands (hereinafter called the Tenant which expression shall where the context so admits include his heirs personal representatives and assigns) of the Other Part. 10

WITNESSETH as follows:

The Landlord hereby demises unto the Tenant the premises described in the Schedule hereto TO HOLD the same from the 1st day of March 1969 for the Term of Five years paying therefor during the said term the monthly rental of Ninety (\$90) U.S.C. payable quarterly in advance.

1. The Tenant covenants with the Landlord as follows:

- (1) To pay the reserved rents on the 1st day of March, June, September and January in each and every year during the continuance of the Lease save that the payment for the first quarter shall be payable on the execution of these presents. 20
- (2) To fence the area hereby demised and to maintain the same in good and substantial repair and condition and at the termination of this demise in such condition to deliver up the same.
- (3) To permit the Landlord and his agents with and without workmen and others at all reasonable times to enter upon and examine the condition of the demised premises. 30
- (4) Not to assign underlet or part with the possession of the demised premises or any part thereof without the written consent of the Landlord such consent however not to be unreasonably withheld in the case of a respectable and responsible person.
- (5) Not to form any objections to work undertaken by the Landlord on his premises adjacent to the demised premises and used in connection with his quarry business. 40
- (6) To use the demised premises for purposes of engineering workshops.

2. The Landlord covenants with the Tenant as follows:-

- (1) That the Tenant performing its obligations hereunder shall peaceably hold and enjoy the demised premises during the said term without any interruption by the Landlord or any person rightfully claiming under or in trust for him.
- (2) That at the determination of the said demise he will grant to the Tenant a Lease for a further term of five years at a rental to be then negotiated and containing the like terms save this provision for a further extension of the said demise, such rental increase not to exceed 30%. 10

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and affixed their seals the day and year first above written.

THE SCHEDULE

ALL that piece or parcel of land situate at Fish Bay in the Island of Tortola British Virgin Islands containing by estimation 15,625 square feet and butted and bounded as follows: 20

On the North and on the East by other lands of the Landlord  
On the South by the Public Road and  
On the West by a Gut and measuring 125 feet on each of its four sides.

SIGNED SEALED AND DELIVERED )  
by the within-described ) (Sgd.) E. A. Skelton  
ELLIS SKELTON before and in )  
the presence of: )

(Sgd.) H. L. Harney 30  
\_\_\_\_\_  
Witness

SIGNED SEALED AND DELIVERED )  
by the within-described ) (Sgd.) G. A. Sharp  
GEOFFREY A. SHARP before )  
and in the presence of: )

(Sgd.) H. L. Harney  
\_\_\_\_\_  
Witness



EXH. Z

NO. 113 of 1969

THIS LEASE made the 25th day of January 1969 BETWEEN ELLIS SKELTON of Road Town in the Island of Tortola in the British Virgin Islands (hereinafter called the Landlord which expression shall where the context so admits include the person for the time being entitled to the reversion immediately expectant on the determination of the term hereby created) of the One Part and CARIBBEAN TILE & TERAZZO CO., LTD., a Company incorporated under the Laws of the British Virgin Islands and having its Head Office situate at Road Town Tortola (hereinafter called the Tenant which expression shall where the context so admits include its successors and assigns) of the Other Part.

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WITNESSETH as follows:

1. The Landlord hereby demises unto the Tenant the premises described in the Schedule hereto TO HOLD the same from the 1st day of January 1969 for the term of Five years paying therefor during the first Three years the monthly rental of Sixty dollars (\$60) U.S.C. payable six months in advance and during the further two year period of the Lease a monthly rental of Seventy-five dollars (\$75) U.S.C. payable in advance as aforesaid.

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2. The Tenant covenants with the Landlord as follows:

(1) To pay the reserved rents on the 1st day of January and on the 1st day of July in each and every year during the continuance of the Lease save that the payment for the first six monthly period shall be payable on the execution of these presents.

(2) To fence the area hereby demised and to maintain the same in good and substantial repair and condition and at the termination of this demise in such condition to deliver up the same.

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(3) To permit the Landlord and his agents with and without workmen and others at all reasonable times to enter upon and examine the condition of the demised premises.

(4) Not to assign underlet or part with the possession of the demised premises or any part thereof without the written consent of the Landlord such consent however not to be unreasonably withheld in the case of a respectable and responsible person.

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3. The Landlord covenants with the Tenant as follows:

(1) That the Tenant performing its obligations hereunder shall peaceably hold and enjoy the demised premises during the said term without any inter-

ruption by the Landlord or any person rightfully claiming under or in trust for him.

- (2) That at the determination of the said demise he will grant to the Tenant a further term of five years at a rental to be then negotiated and containing the like terms save this provision for a further extension of the said demise.

IN WITNESS WHEREOF the Landlord has hereunto set his hand and affixed his seal the day and year first above written.

THE SCHEDULE

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ALL that piece or parcel of land situate at Fish Bay in the Island of Tortola British Virgin Islands containing by estimation 10,000 square feet and butted and bounded as follows On the North by the public road On the East by other lands of the Landlord On the South by a Mangrove and On the West by a Pond and measuring 100 feet on each of its four sides.

SIGNED SEALED AND DELIVERED )  
 by the within-described ) (Sgd.) E. A. Skelton  
 ELLIS SKELTON ) \_\_\_\_\_ 20  
 before and in the presence )  
 of: )

(Sgd.) H. L. Harney  
 \_\_\_\_\_  
 Witness

THE COMMON SEAL of  
 CARIBBEAN TILE & TERAZZO CO., LTD. )  
 was hereunto affixed by ) (Sgd.) Douglas  
 ) \_\_\_\_\_  
 Secretary, ) L. Patrick  
 ) \_\_\_\_\_  
 in the presence of ) (Sgd.) Cromwell  
 ) \_\_\_\_\_  
 Director. Nibbs \_\_\_\_\_ 30

(Sgd.) H. L. Harney  
 \_\_\_\_\_  
 Witness

EXH. AA

NO. 526 of 1970

THIS DEED OF LEASE made the 17th day of June 1970  
 BETWEEN ELLIS A. SKELTON of Road Town on the Island of  
 Tortola in the Territory of the Virgin Islands (hereinafter  
 called the Landlord which expression shall where the con-  
 text so admits include the person for the time being entitled  
 to the reversion immediately expectant on the determination  
 of the term hereby created) of the One Part and MARTIN JEROME  
 VIEIRA likewise of Road Town aforesaid (hereinafter called  
 the Tenant which expression shall where the context so admits  
 include his successors in title) of the Other Part. 10

WITNESSETH as follows:

1. The Landlord hereby demises unto the Tenant ALL THAT  
 piece or parcel of land situate at Fish Bay on the Island of  
 Tortola in the Territory of the Virgin Islands and butted and  
 bounded as follows that is to say:

On the South by the public road and measuring 100 feet  
 On the West by other lands of the Landlord and measuring  
 125 feet  
 On the North by other lands of the Landlord and measuring 20  
 110 feet and  
 On the East by other lands of the Landlord and measuring  
 125 feet

EXCEPTING AND RESERVING unto the Landlord and his agents:

- (a) The right at all reasonable times to enter upon the  
 demised premises with workmen and to lay inspect  
 repair and renew drains pipes wires and cables on  
 over or under the demised premises.
- (b) The right to the free and uninterrupted passage  
 and running of water soil and electricity through 30  
 such drains pipes wires and cables PROVIDED ALWAYS  
 that such drains pipes wires and cables shall be  
 placed in such positions as not to cause any  
 reasonably avoidable damage or disturbance to the  
 demised premises.

TO HOLD the demised premises to the Tenant from the fifteenth  
 day of June 1970 for the term of five (5) years YIELDING AND  
 PAYING therefor the monthly rental in advance of One Hundred  
 and Twenty-Five Dollars (\$125.00) United States Currency the  
 first payment being due on the date hereof and thereafter on 40  
 the fifteenth day of each and every month during the term  
 hereby created.

2. The Tenant hereby covenants with the Landlord as follows:

- (a) To pay the reserved rental on the days and in  
 manner aforesaid.

- (b) To pay all charges in respect of the demised premises for electric current and water and all telephone dues and all charges and taxes (if any) payable by law in respect of any trade or business carried on by the Tenant or his agents upon the demised premises.
- (c) To use the demised premises for purposes of light industry and not without the written consent of the Landlord to erect upon the same any construction other than buildings suitable for such purposes. 10
- (d) Before erecting any buildings on the demised premises to obtain all licences and permits imposed by law in respect thereof.
- (e) Not to assign sub-lease or part with the possession of the demised premises or any part thereof without first obtaining the written consent of the Landlord who shall not withhold such consent without reasonable cause.
- (f) To fence the boundaries of the demised premises and to maintain such fences in a good state of repair. 20
- (g) To maintain the demised premises in a tidy condition and all buildings erected thereon in good repair throughout the term hereby created.
- (h) Not without the written consent of the Landlord to remove for any commercial purpose any earth stone or water from the demised premises.
- (i) Not to raise any objection to works' carried out by the Landlord on lands adjacent to the demised premises including works connected with the quarrying of stone. 30
- (j) To permit the Landlord or his agents at all reasonable times to enter upon the demised premises and to inspect the condition thereof.
- (k) To keep the Landlord indemnified against all public liability arising out of anything done or omitted on the demised premises by the Tenant or his agents.
- (l) At the determination of the term hereby created or of any extension thereof to surrender and yield up the demised premises unto the Landlord in a clean and tidy condition. 40
- (m) To pay all legal costs in respect of this lease and the determination of the same and any extension thereof.

3. The Landlord hereby covenants with the Tenant as follows:

- (a) To pay all rates taxes assessments and outgoings payable by law in respect of the demised premises either by the owner or occupier thereof Save as provided in Clause 2(b) hereof.
- (b) In the event that on or before the first day of March 1975 the Tenant shall give notice in writing to the Landlord that he wishes to extend the term of the Lease hereby created by a further term of five (5) years or less and Provided that there is no subsisting breach of any covenant or condition on the Tenant's part herein contained then the Landlord will grant and the Tenant will accept a further lease of the premises hereby demised at a then current market rental to be agreed between the parties hereto and on the terms and conditions herein contained save in respect of the rental herein reserved and of the option for renewal contained in this sub-clause. 10
- (c) That the Tenant paying the rental hereby reserved and performing and observing the several obligations herein on the Tenant's part to be performed shall peaceably and quietly hold and enjoy the demised premises during the term hereby created without any interruption by the Landlord or any person rightfully claiming under or in trust for him. 20

4. PROVIDED ALWAYS and it is hereby agreed as follows:

- (a) If the rent hereby reserved or any part thereof shall be unpaid for thirty (30) days after becoming due (whether formally demanded or not) or if any covenant on the Tenant's part herein contained shall not be performed or observed and upon a further thirty (30) days notice of this breach being given to the Tenant by the Landlord by registered post then and in any of the said cases it shall be lawful for the Landlord to re-enter upon the demised premises or any part thereof in the name of the whole and thereupon this demise shall absolutely cease and determine but without prejudice to the right of action of the Landlord in respect of any breach of the Tenant's covenants herein contained. 30 40
- (b) If any question difference or dispute shall arise between the parties hereto concerning the observance or performance of any covenant or obligation

herein contained the same shall be referred to the determination of a single arbitrator in case the parties can agree upon one otherwise to two arbitrators one to be appointed by each party or to an umpire to be appointed by such arbitrators before proceeding to reference in accordance with the Arbitration Laws of the British Virgin Islands and where not in conflict with those Arbitration Laws the Arbitration Act (1950) of the United Kingdom shall apply.

10

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and affixed their seals the day and year first above written.

SIGNED SEALED AND DELIVERED )  
by the within-described )  
ELLIS A. SKELTON before and ) (Sgd.) E. A. Skelton  
in the presence of: )

(Sgd.) J. M. Westwood  
Witness

SIGNED SEALED AND DELIVERED )  
by the within-described )  
MARTIN JEROME VIEIRA before ) (Sgd.) Martin J. Vieira  
and in the presence of: )

20

(Sgd.) J. M. Westwood  
Witness

EXH. DD

VIRGIN ISLANDS  
TORTOLA  
No. 99 of 1956

THIS INDENTURE made the 25th day of September one thousand nine hundred and fifty-six BETWEEN John Leslie Malcolm Winter of Road Town in the Colony of the Virgin Islands, Agricultural Officer of the said Colony, acting herein for and on behalf of the Government of the said Colony (hereinafter called the Lender which expression shall include his successors-in-office) of the One Part and Ellis Aldington Skelton, Farmer of Road Town, Tortola in the said Colony (hereinafter called the Borrower which expression shall include his heirs, personal representatives and assigns) of the Other Part. 10

WITNESSETH that in consideration of the Principal sum of five hundred dollars and no cents United States Currency paid by the Lender to the Borrower for the purpose of effecting pasture facilities and improvements to the lands of the Borrower situate at Fish Bay Estate, Tortola in the said Colony the said sum of five hundred dollars and no cents a cash payment made to the Borrower by the Lender to be expended by the Borrower on agricultural improvements, to the satisfaction of the Agricultural Officer of the Colony, to the aforesaid lands (the receipt of which said principal sum the Borrower hereby acknowledges) the Borrower hereby covenants with the Lender to repay to the Lender the said principal sum of five hundred dollars and no cents (which shall be free of interest for the first twelve months from the date of these presents) together with interest calculated annually from the date of the expiry of the said first twelve months and due on the days hereinafter mentioned at the rate of three per centum per annum, by eight equal half-yearly payments the first payment to be made on the first day of April 1958 and the remaining payments on the first day of October and the first day of April respectively in each succeeding year thereafter. 20 30

WITNESSETH FURTHER that in consideration of the premises the Borrower AS BENEFICIAL OWNER hereby conveys unto the Lender All that piece or parcel of land situate at Fish Bay Estate, Tortola in the Colony of the Virgin Islands containing fifty (50) acres more or less and bounded and butted as follows, that is to say, on the North-West by lands of Belle Vue Estate; On the North-east by lands of Government; On the East by lands of Kingston Estate; On the West by lands of Richard Maduro; 40

On the South by the Public Road and lands of Laidlaw's Estate, as the same is for the purpose of identification only delineated on the plan annexed thereto and is therefore coloured red, or howsoever otherwise the same may be butted or bounded known distinguished or described TO HOLD the said premises with its appurtenances UNTO AND TO THE USE of the Lender forever Subject to the proviso for redemption hereinafter contained.

PROVIDED ALWAYS that if the Borrower shall repay the Lender the principal sum together with interest thereon or on the unpaid portion thereof for the time being in the meantime, by the instalments, at the times mentioned pursuant to the covenant in that behalf hereinbefore contained, then and in such case the Lender shall at any time thereafter at the request and cost of the Borrower reconvey the said premises unto and to the use of the Borrower or as he may direct. 10

AND the Borrower hereby further covenants with the Lender that the usual qualified covenants for right to convey, quiet enjoyment and further assurance shall be deemed to be implied from the use of the expression "AS BENEFICIAL OWNER" in these presents as if Section 76 of the Law of Property Act, 1925 (15 Geo. 5c. 20) was in force in and applicable to land situate in the Colony of the Virgin Islands. 20

IN WITNESS WHEREOF we have hereunto set our hands and seals the day and year first above written.

SIGNED, Sealed and Delivered by) (Sgd) Malcolm Winter  
the Lender in the presence of: ).....

Lender 30

(Sgd) G.E.U. Dawson  
.....

Signed, Sealed and Delivered by) (Sgd) Ellis A. Skelton  
the Borrower in the presence of).....

Borrower

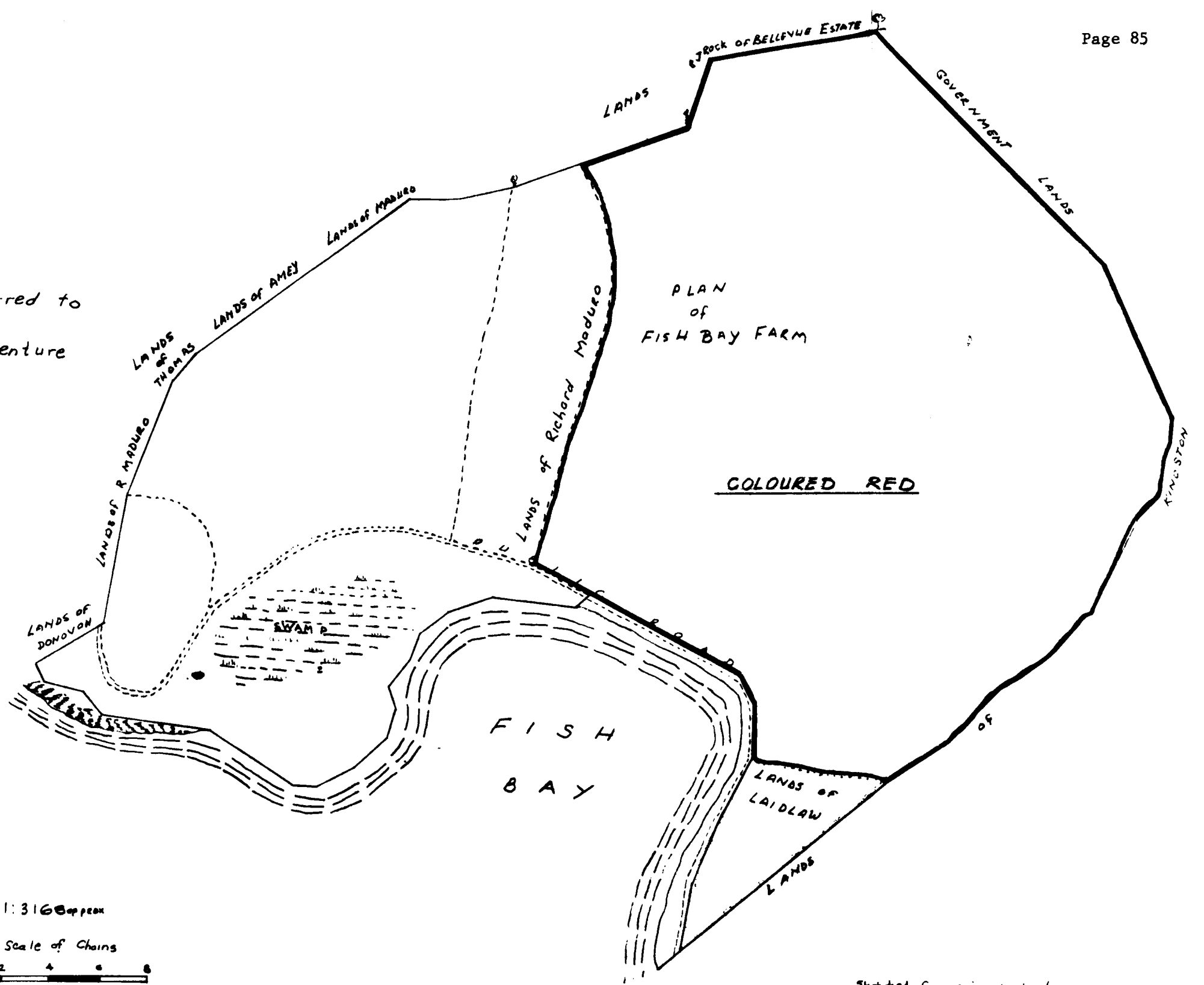
(Sgd) G.E.U. Dawson  
.....



EXH. EE  
25/9/56

APPROX NORTH

This is the PLAN Referred to  
in the foregoing Indenture



1:316 approx  
 Approx Scale of Chains  
 2 1 0 2 4 6 8

certified a true copy

*H. P. George*  
 registrar of land  
 28. 3. 1978.

Sketched from original plan (by  
 Alex A Camacho 1918) using grid  
 of 2 chains only.  
 Traced by Keith E L Mathew  
 25<sup>th</sup> March 1978. from plan  
 traced by Keith E L Mathew  
 12<sup>th</sup> March 1973.

PROBATE NO. 2 of 1949

EXH. FF

In the High Court of Justice

Virgin Islands  
(Probate)

BE IT KNOWN THAT Joseph Skelton-----  
died on the 17th day of March 1948 at Road Town, Tortola,  
British Virgin Islands,-----  
intestate.

AND BE IT FURTHER KNOWN that at the date hereunder written  
Letters of Administration of all the Estate which by 10  
law devolves to and vests in the personal representative  
of the said intestate were granted by the High Court of  
Justice at the Registry thereof at the Town of Road Town  
in the said Territory of the Virgin Islands to James  
Alfred Skelton one of the lawful children and lawful  
next of kin-----

of the said intestate.

And it is hereby certified that an Affidavit in veri-  
fication of the account of the said Estate has been duly 20  
filed wherein it is shown that the gross value of the  
said Estate amounts to £187. 0. 0.

Dated the 19th day of May 1950.

By Order,

(Sgd.) H.O. Creque

(SEAL)

Acting Registrar

DEED NO. 9 of 1949

EXH. GG

THIS INDENTURE made the 3rd day of March in the year of Our Lord one thousand nine hundred and forty nine Between Richard Hogart Maduro, Planter, of Baugher's Bay in the Island of Tortola, British Virgin Islands hereinafter called the Vendor of the One Part and Walter Gordon Laidlaw, Horticulturist of The Royal Societies Club, Dover Street, London W.1., now resident in the Island of Tortola British Virgin Islands hereinafter called the Purchaser of the Other Part.

WHEREAS by Deed of Gift dated the 15th day of September 10 1943, recorded at the Registrar's Office, Road Town Tortola aforesaid, under number 79 of 1943, made between Joseph Skelton, Merchant of Road Town, in the aforesaid Island and the Vendor as described, the Vendor became seized and possessed of the lands and hereditaments hereinafter described and intended to be hereby granted AND WHEREAS the Vendor has agreed with the Purchaser for the absolute sale to him free from incumbrances of the said lands and hereditaments contained and described in the said "Deed of Gift" hereinbefore mentioned for the price sum of Three Hundred dollars United States currency. 20

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Three Hundred dollars, U.S.C. to the Vendor paid at or before the ensembling of these presents, the Vendor doth hereby grant and convey to the Purchaser, his Heirs and Assigns all that piece or plot of land mentioned and described in the said "Deed of Gift", hereinbefore mentioned and described, situate at Fish Bay Estate, in the Island of Tortola aforesaid being by measurement about two acres more or less, triangular by shape and hereinafter described by A.B.C. And the Vendor hereby agrees with the Purchaser that the Western boundary as described in the "Deed of Gift" hereinbefore mentioned was inadvertently or wrongly described as being bounded by the Public Road and confirms that instead the boundaries hereinafter mentioned are correct. To wit: On the East by the side AC, the hypotenuse running along the Public Road, between Kingston and Fish Bay, from a Cedar Tree at point A and a large rock at point C. On the West by the side BC bounded by the sea leading to Kingston with a Turpentine Tree post and a series of rocks at point B. The Northern boundary running in a straight line AB and bounded by lands of Waldema Skelton or however same may be butted and bounded, known or described To Have and To Hold the same to the use of the Purchaser his Heirs and Assigns forever. And the Vendor doth hereby covenant with the Purchaser as follows: That the Purchaser shall quietly and peacefully 30 40

enjoy the said lands and hereditaments without let or hindrance by the Vendor or any person or persons claiming the said lands and hereditaments under or through him.

IN WITNESS whereof the Vendor)  
hereunto set his hand and )  
affixed his seal the day and ) (Sgd) Richard Hogart Maduro  
year first above written )

Signed Sealed and Delivered  
by Richard Hogart Maduro in  
the presence of C. E. E. Browne

10

Witness