

1, 1968

IN THE PRIVY COUNCIL

No. 40 of 1964

ON APPEAL
FROM THE SUPREME COURT OF THE BAHAMA ISLANDS

B E T W E E N:

EQUITY SIDE

1963
No. 391

IN THE MATTER of the Quieting Titles Act 1959

and

IN THE MATTER of Seventy six one hundred and fifths undivided interests in and to all that tract of land being part of Lot Number Eight (8) at Hog Island, now known as Paradise Island, containing thirty two and fifteen hundredths (32.15) acres and being bounded on the North by the sea, on the East by Lot Number Nine (9), on the South by the Harbour of Nassau, and on the West by the other portion of Lot Number Eight (8).

and

IN THE MATTER of the Petition of Paradise Beach and Transportation Company Limited, Beach Head Limited and Eleanor Parroti, Joycelyn Moxey, Mizpah Burrows and Frederick Burrow.

R E C O R D O F P R O C E E D I N G S

LOVELL, WHITE & KING,
1, Sergeant's Inn,
Fleet Street,
London, E C.4

Solicitors for Paradise Beach
& Transportation Ltd. and others

BULCRAIG & DAVIS,
Amberley House,
Norfolk Street, Strand,
London, W.C.2

Solicitors for Price
Robinson and Others

CHARLES RUSSELL & CO.,
37, Norfolk Street,
Strand, London, W.C.2

Solicitors for Beach Head Ltd.

ON APPEAL
FROM THE SUPREME COURT OF THE BAHAMA ISLANDS

EQUITY SIDE

1963
No. 391

IN THE MATTER of the Quieting Titles Act 1959
and

IN THE MATTER of Seventy six one hundred and fiftths undivided interests in and to all that tract of land being part of Lot Number Eight (8) at Hog Island, now known as Paradise Island, containing thirty two and fifteen hundredths (32.15) acres and being bounded on the North by the sea, on the East by Lot Number Nine (9), on the South by the Harbour of Nassau, and on the West by the other portion of Lot Number Eight (8)

and

IN THE MATTER of the Petition of Paradise Beach and Transportation Company Limited, Beach Head Limited and Eleanor Parroti, Joycelyn Moxey, Mizpah Burrows and Frederick Burrows

R E C O R D O F P R O C E E D I N G S

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ON APPEAL
FROM THE SUPREME COURT OF THE BAHAMA ISLANDS

B E T W E E N:

EQUITY SIDE

1963
No. 391

IN THE MATTER of the Quieting Titles Act 1959

and

10

IN THE MATTER of Seventy six one hundred and fiftths undivided in and to all that tract of land being part of Lot Number Eight (8) at Hog Island, now known as Paradise Island, containing thirty two and fifteen hundredths (32.15) acres and being bounded on the North by the sea, on the East by Lot Number Nine (9), on the South by the Harbour of Nassau, and on the West by the other portion of Lot Number Eight (8)

and

20

IN THE MATTER of the Petition of Paradise Beach and Transportation Company Limited, Beach Head Limited and Eleanor Parroti, Joycelyn Maxey, Mizpah Burrows and Frederick Burrows.

R E C O R D O F P R O C E E D I N G S

NO. 1
PETITION WITH PLAN ANNEXED

In the Supreme
Court of the
Bahama Islands
Equity Side

1963
No. 391

No. 1

IN THE MATTER OF The Quieting Titles Act,
1959,

Petition with
Plan annexed

AND

19th June 1963

30

IN THE MATTER OF Seventeen Twenty-first undivided interests in and to ALL THAT tract of land being part of Lot Number Eight (8) at Hog Island now known as Paradise Island containing Thirty-two and Fifteen hundredths (32.15) Acres and being bounded on the North by the Sea on

In the Supreme Court of the Bahama Islands

No. 1

Petition with Plan annexed

19th June 1963
Continued

the East by Lot Number Nine (9) on the South by the Harbour of Nassau and on the West by the other portion of Lot Number Eight (8)

AND

IN THE MATTER OF the Petition of Paradise Beach and Transportation Company Limited, Beach Head Limited, and Eleanor Parroti, Joycelyn Moxey, Mizpah Burrows and Frederick Burrows.

P E T I T I O N

10

TO THE HONOURABLE the Judges of the Supreme Court of the Bahama Islands.

The Petition of Paradise Beach and Transportation Company Limited, Beach Head Limited, and Eleanor Parrotti, Joycelyn Moxey, Mizpah Burrows and Frederick Burrows all of the Island of New Providence, one of the Bahama Islands, SHEWETH:

1. That Your Petitioners are the owners in fee simple in possession of Seventeen Twenty-first undivided interests in and to ALL THAT tract of land being part of Lot Number Eight (8) at Hog Island now known as Paradise Island containing Thirty-two and Fifteen hundredths (32.15) Acres and being bounded on the North by the Sea on the East by Lot Number Nine (9) on the South by the Harbour of Nassau and on the West by the other portion of Lot Number Eight (8), as shown on the plan attached and coloured PINK thereon.

20

2. That there is no charge, encumbrance, dower or right of dower affecting Your Petitioners title to the land other than an Agreement by the four last-named Petitioners to sell to Caribbean Realty Company Limited their undivided 9/21 interests in the said land.

30

Your Petitioners therefore pray that their title to the said undivided 17/21 interests

3.

in the said tract of land may be investigated,
determined and declared under The Quieting
Titles Act, 1959.

Dated this 19th day of June A.D.1963

(Sgd.) CALLENDER & CALLENDER

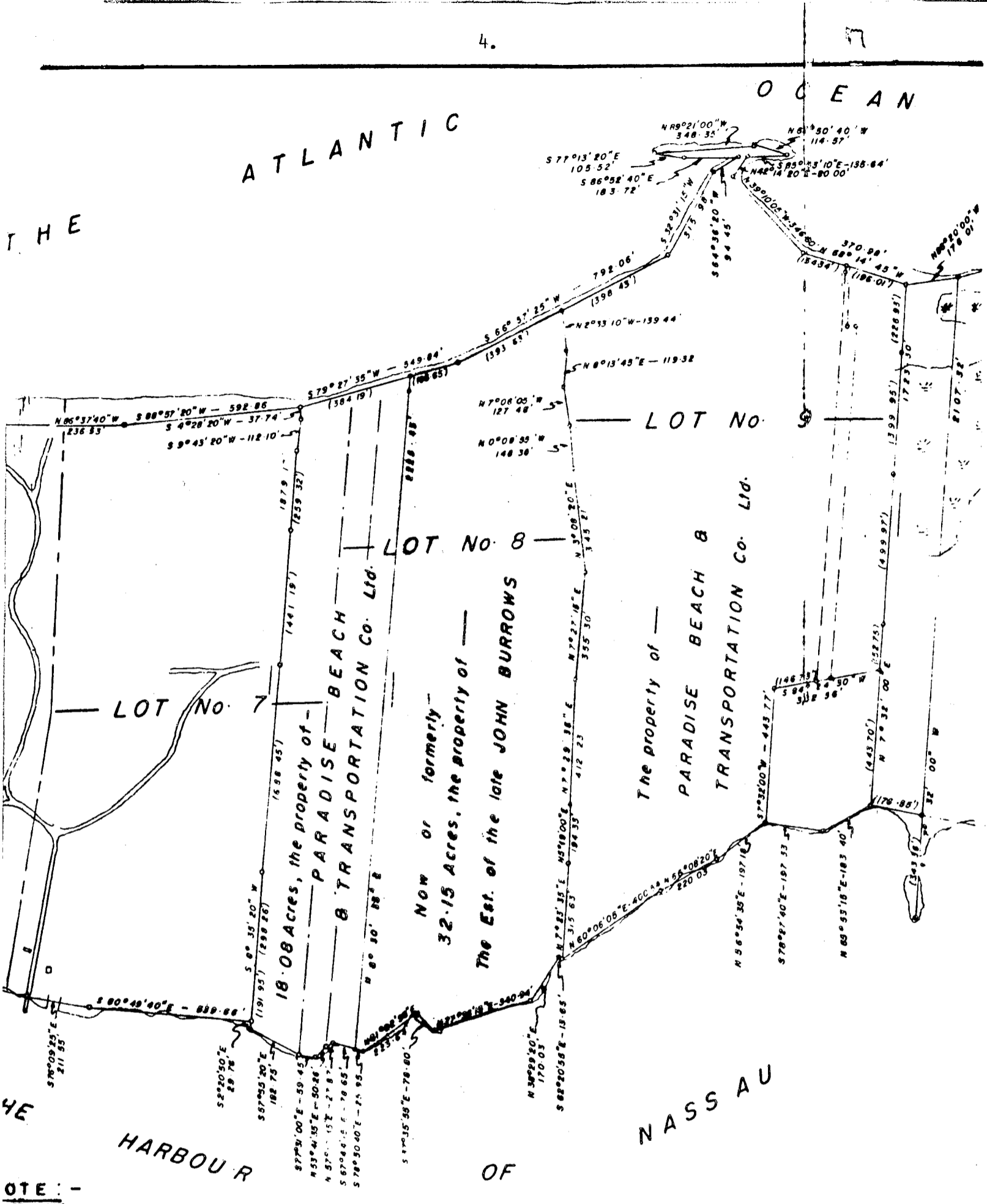
Attorneys for the Petitioners

In the Supreme
Court of the
Bahama Islands

No. 1

Petition with
Plan annexed

19th June 1963
Continued



In the Supreme Court of the Bahamas Equity Side

No. 1
Petition with Plan annexed.
19th June 1963
- continued.

THIS PLAN IS AN EXTRACT OF THE COMPILED PLAN BY ARANHA & CHEE-A-TOW & CO. LTD. JOB NO. 413/ DATED JUNE 10th 1959. - 39 N.P.E. - S.C.I

• DENOTES SURVEY MONUMENT *L.V. Chee-a-Tow*

EXTRACT PLAN SHOWING A PORTION OF LOT No. 8 CONTAINING 32.15 Acres SITUATE ON HOG ISLAND NOW CALLED PARADISE ISLAND IN THE NEW PROVIDENCE GROUP BAHAMAS DRAWN AT THE INSTANCE OF PETER D. GRAHAM, ESQUIRE		
DATE 7 TH JUNE 1963 SURVEYED BY DRAWN BY <i>P.D. Graham</i>	CHEE - A - TOW & COMPANY, LIMITED SURVEYING & ENGINEERING NASSAU BAHAMAS	SCALE 1 INCH = 400 FEET JOB No. 1213 / 63 CHECKED BY

NO. 2
STATEMENT OF FACTS BY ATTORNEYS FOR PETITIONERS

In the Supreme
 Court of the
 Bahama Islands

No. 2

Statement of
 Facts by
 attorneys for
 Petitioners

14th June 1963

STATEMENT OF FACTS

The title to this land commences with a Conveyance of 1859 by Honourable John Pinder to Henry Peterson whereby lots Nos. 7 and 8 at Hog Island were granted.

10 In 1895 Henry Peterson sold to John A. Burrows $4\frac{1}{4}$ acres which at a later date was established as Lot No. 8.

John A. Burrows sold the Western ten acres of Lot No. 8 to Daniel A. Hanna his son-in-law and by his Will, John A. Burrows devised the balance, as to one-third to his two grandsons Percy Webb and Clarence Azgin and as to the remaining two-thirds to his seven children Nehemiah Burrows, Joseph Burrows, Roseliza Price, Victoria L. Hanna, Eliza B. Hall, Veronica S. Murray and Miriam A. Stuart as tenants in common.

20 For the purposes of this Petition it will be convenient to deal with the respective interests as twenty-firsts so that the two grandsons share $\frac{7}{21}$ between them and the children received $\frac{2}{21}$ each.

The Petitioners claim between them to have a good fee simple title to $\frac{17}{21}$ undivided interests in the said land.

All of the devisees under the said Will of John A. Burrows are now deceased.

30 Roseliza Price who died recently has devised her interest to third parties as has also Victoria Hanna so that those interests amounting to $\frac{4}{21}$ are not claimed by the Petitioners.

Nehemiah Burrows died testate and by his Will he devised all his real property to seven of his children, viz: Anna Gill, John Burrows, Nehemiah Burrows, Jr. Fred Burrows, Elizabeth

In the Supreme
Court of the
Bahama Islands

—————
No. 2

Statement of
Facts by
attorneys for
Petitioners

—————
14th June 1963
Continued

Burrows and Ellen Burrows and so as to create a joint tenancy.

Five of the seven said children of the said Nehemiah Burrows have died leaving the said Anna Gill and Fred Burrows surviving and these latter two have conveyed their interest, 2/21, to Anne Lindroth who in turn has conveyed the said 2/21 interest to Paradise Beach and Transportation Company Limited one of the Petitioners herein.

10

Veronica Murray died intestate and her 2/21 interest vested in her daughter Muriel Murray who sold the same to Arne Lindroth and who in turn conveyed the same to Paradise Beach and Transportation Company Limited.

Joseph Burrows died intestate and was survived by his son Stanford Burrows who had sold his interest to Arne Lindroth and who in turn has sold to Paradise Beach and Transportation Company Limited.

20

The interest of Miriam Stuart became vested in her son Benjamin Stuart who died testate and devised his 2/21 interest to Ivy Stuart, his wife. Ivy Stuart died intestate and without issue and was survived by Sybil Gordon, her sister. The said Sybil Gordon has sold her 2/21 interest to Paradise Beach and Transportation Company Limited.

In view of the above Paradise Beach and Transportation Company Limited had acquired 8/21 interest in the property.

30

In January, 1962, Paradise Beach and Transportation Company Limited conveyed a 1/21 interest in the said property to Beach Head Limited one of the Petitioners herein.

Eliza Hall died intestate and without issue and her heir-at-law was John Burrows, Jr., the son of Nehemiah Burrows, Sr.

Percy Webb and Clarence Azgin both died intestate and without issue and were survived by their cousin the said John Burrows, Jr.

40

At this stage we find that at the date of his death testate in 1939 John Burrows, Jr. had inherited the 7/21 of Percy Webb and Clarence Azgin and the 2/21 of Eliza Hall giving him 9/21.

10 By his Will the said John Burrows Jr. devised the residue of his real estate which included these 9/21 interests, to his five children, Eleanor Burrows, Joycelyn Burrows, John Burrows, Jr. (II), Mizpah Burrows and Frederick Burrows as tenants in common. John Burrows Jr. (II) died intestate a bachelor and his interest vested in Frederick Burrows, his brother. As a result the 9/21 interest of John Burrows, Jr. who died in 1939, has now become vested in Eleanor Burrows now Parroti, Joycelyn Burrows now Moxey, Mizpah Burrows and Frederick Burrows, four of the Petitioners herein.

20 The last four named Petitioners have contracted in writing to sell their respective interests to Caribbean Realty Company Limited.

To sum up, Paradise Beach and Transportation Company Limited own 7/21, Beach Head Limited, 1/21 and Eleanor Parrotti, Joycelyn Moxey, Mizpah Burrows and Frederick Burrows jointly 9/21, a total of 17/21.

30 The late Roseliza Price and the devisees under the Will of Victoria Hanna commenced a Petition under The Quieting Titles Act 1959 in respect of this property (1961 No. 288) but have failed to continue the same.

Dated the 14th day of June A.D.1963.

CALLENDER & CALLENDER

Attorneys for the
Petitioners.

In the Supreme
Court of the
Bahama Islands

No. 2

Statement of
Facts by
attorneys for
Petitioners

14th June 1963

(Contd.)

In the Supreme
Court of the
Bahama Islands

NO. 3
ADVERSE CLAIM

No. 3
Adverse Claim

11th July 1963

Cyril Price Robinson (as representative of the Devisees under the Will of Victoria Louise Hanna), Beatrice Louise Lightbourne and Edith Augusta Price claim to be the owners in Fee Simple in possession of the said tract of land the subject matter of this petition, by virtue of the facts set out in the papers filed in Action No. 288 of 1961 under The Quieting Titles Act 1959, wherein the said Cyril Price Robinson and Roseliza Price (the predecessors in title of the said Beatrice Louise Lightbourne and the said Edith Augusta Price) petitioned this Honourable Court for their title to the said tract of land to be determined under the said Act and by virtue of the facts set out in the Affidavits filed herewith.

10

Dated the 11th day of July, A.D.1963.

(Sgd.) P. L.

20

Attorney for the Adverse Claimants.

No. 4
Affidavit of
Mrs. Light-
bourn and Mrs.
Price

NO. 4
AFFIDAVIT OF MRS. LIGHTBOURN AND MRS. PRICE

11th July 1963

WE BEATRICE LOUISE LIGHTBOURN and EDITH AUGUSTA PRICE both of the City of Nassau in the Island of New Providence one of the Bahama Islands make Oath and say as follows:-

1. That Roseliza Price late of the said City of Nassau deceased was one of the Petitioners in the Action being No. 288 of 1961 commenced under the provisions of The Quieting Titles Act 1959 in which Cyril

30

Price Robinson and the said late Roseliza Price made application to the Supreme Court to quiet the title of the tract of land which is the subject matter of this Petition.

In the Supreme Court of the Bahama Islands

No. 4

Affidavit of Mrs. Lightbourn and Mrs. Price

11th July 1963

(Contd.)

2. In the said Action the said Beach Head Limited filed an Adverse Claim and claimed to be the owner in Fee Simple in possession of an undivided one twenty-first (1/21) interest in and to the said tract of land.

10 3. In the said Action the said Paradise Beach and Transportation Company Limited filed an Adverse Claim and claimed to be the owner in Fee Simple in possession of an undivided sixteen twenty-first (16/21) interest in and to the said tract of land.

20 4. That the basis of the claim of the Petitioners the said late Roseliza Price and the said Cyril Price Robinson in the said Action No. 288 of 1961 is contained in the documents and Affidavits accompanying the Petition filed therein.

5. That we the said Beatrice Louise Lightbourn and Edith Augusta Price are the successors in title of the said late Roseliza Price to the tract of land which is the subject matter of this Petition under and by virtue of the Will of the said late Roseliza Price dated the 30th day of March A.D. 1962.

30 6. That this Adverse Claim is filed on the basis of the same documents and evidence referred to in paragraph 4 hereof. That the Supreme Court has not yet determined the issues between the parties or determined the extent of the beneficial interests of the Petitioners and the Adverse Claimants in the said tract of land which is the subject matter of the said Action No. 288 of 1961.

40 7. That this Action commenced by the Petition filed herein relates to the same tract of land as the Petition filed in the said Action No. 288 of 1961.

SWORN to this 11th) BEATRICE X LIGHTBOURN
Day of July, A.D. 1963) mark
Before me, BEATRICE LIGHTBOURN
GERALDINE MURDOCH EDITH PRICE
Ag. Asst. Registrar General

In the Supreme
Court of the
Bahama Islands

NO. 5
AFFIDAVIT OF C.P.ROBINSON

No. 5

Affidavit of
C.P.Robinson

11th July 1963

I CYRIL PRICE ROBINSON (as representative of the Devisees under the Will of Victoria Louise Hanna), of the City of Nassau in the Island of New Providence one of the Bahama Islands make oath and say as follows:-

1. That I am one of the Petitioners in the Action being No. 288 of 1961 commenced under the provisions of The Quieting Titles Act 1959 in which the late Roseliza Price and I made application to the Supreme Court to quiet the title of the tract of land which is the subject matter of this Petition. 10
2. In the said Action the said Beach Head Limited filed an Adverse Claim and claimed to be the owner in Fee Simple in possession of an undivided one twenty-first (1/21) interest in and to the said tract of land. 20
3. In the said Action the said Paradise Beach and Transportation Company Limited filed an Adverse Claim and claimed to be the owner in Fee Simple in possession of an undivided sixteen twenty-first (16/21) interest in and to the said tract of land.
4. That the basis of the Petitioners' claim in the said Action No. 288 of 1961 is contained in the documents and Affidavits accompanying the Petition filed therein. 30
5. That this Adverse Claim is filed on the basis of the same documents and evidence referred to in the preceding paragraph. That the Supreme Court has not yet determined the issues between the parties or determined the extent of the beneficial interests of the Petitioners and the Adverse Claimants in the said tract of land which is the subject matter of the said Action No. 288 of 1961. 40

6. That this Action commenced by the Petition filed herein relates to the same tract of land as the Petition filed in the said Action No. 288 of 1961.

In the Supreme Court of the Bahama Islands

No. 5

SWORN to this 11th Day)
of July, A.D.1963) CYRIL PRICE ROBINSON

Affidavit of C.P. Robinson

Before me,
GERALDINE MURDOCH
Ag. Asst. Registrar General.

11th July 1963
(Contd.)

10

NO. 6
AMENDED STATEMENT OF FACTS BY ATTORNEYS FOR
PETITIONERS

No. 6

Amended State-
ment of Facts
by attorneys
for Petitioners

The title to this land commences with a Convoyance of 1859 by Honourable John Pinder to Henry Peterson whereby lots Nos. 7 and 8 at Hog Island were granted.

30th October,
1963

In 1895 Henry Peterson sold to John A. Burrows 41 $\frac{1}{4}$ acres which at a later date was established as Lot No. 8.

20

John A. Burrows sold the Western ten acres of Lot No. 8 to Daniel A. Hanna his son-in-law and by his Will, John A. Burrows devised the balance, as to one-third to his two grandsons Percy Webb and Clarence Azgin and as to the remaining two-thirds to his seven children Nehemiah Burrows, Joseph Burrows, Roseliza Price, Victoria L. Hanna, Eliza B Hall, Veronica S. Murray and Miriam A. Stuart as tenants in common.

30

For the purposes of this Petition it will be convenient to deal with the respective interests as one hundred and fiftths so that the two grandsons share 35/105 between them and the children receive 10/105 each.

The Petitioners claim between them to have a

In the Supreme
Court of the
Bahama Islands

No. 6

Amended State-
ment of Facts
by attorneys
for Petitioners

30th October,
1963

(Contd.)

good fee simple title to 76/105 undivided inter-
ests in the said land.

All of the devisees under the said Will of
John A. Burrows and now deceased.

Roseliza Price who died recently has
devised her interest to third parties as has also
Victoria Hanna so that those interests amounting
to 20/105 are not claimed by the Petitioners.

Nehemiah Burrows died testate and by his
Will he devised all his real property to seven
of his children, viz: Anna Gill, John Burrows,
Nehemiah Burrows, Jr. Fred Burrows, Elizabeth
Burrows and Ellen Burrows and so as to create a
joint tenancy. 10

Five of the seven said children of the said
Nehemiah Burrows have died leaving the said Anna
Gill and Fred Burrows surviving and these latter
two have conveyed their interest, 10/105, to
Arne Lindroth who in turn has conveyed the said
10/105 interest to Paradise Beach and Transport-
ation Company Limited one of the Petitioners
herein. 20

Veronica Murray died intestate and her
10/105 interest vested in her daughter Murial
Murray who sold the same to Arne Lindroth and
who in turn conveyed the same to Paradise Beach
and Transportation Company Limited.

Joseph Burrows died intestate and was
survived by his son Stanford Burrows who has
sold his interest to Arne Lindroth and who in turn
has sold to Paradise Beach and Transporta-
tion Company Limited. 30

The interest of Miriam Stuart became vested
in her son Benjamin Stuart who died testate and
devised his 10/105 interest to Ivy Stuart, his
wife. Ivy Stuart died intestate and without
issue and was survived by Sybil Gordon, her
sister. The said Sybil Gordon has sold her
10/105 interest to Paradise Beach and Transport-
ation Company Limited. 40

In view of the above Paradise Beach and

Transportation Company Limited had acquired 40/105 interest in the property.

In January, 1962, Paradise Beach and Transportation Company Limited conveyed a 5/105 interest in the said property to Beach Head Limited one of the Petitioners herein.

Eliza Hall died intestate and without issue and her heir-at-law was John Burrows, Jr., the son of Nehemiah Burrows, Sr.

10 Percy Webb and Clarence Azgin both died intestate and without issue and were survived by their uncle the said John Burrows, Jr.

At this stage we find that at the date of his death testate in 1939, John Burrows, Jr. had inherited the 25/105 of Percy Webb and Clarence Azgin and the 10/105 of Eliza Hall giving him 45/105.

20 By his Will the said John Burrows Jr. devised the residue of his real estate which included these 45/105 interests, to his five illegitimate children, Eleanor Burrows, Joycelyn Burrows, John Burrows, Jr. (II), Mizpah Burrows and Frederick Burrows as tenants in common. John Burrows Jr. (II) died intestate a bachelor and his interest is liable to be eschewed to the Crown. As a result 45/105 interest of John Burrows, Jr., who died in 1939, has now become vested in Eleanor Burrows now Parroti, Joycelyn Burrows now Moxey, Mizpah Burrows and Frederick Burrows, four of the Petitioners herein and the 30 Crown.

The last four named Petitioners have contracted in writing to sell their respective interests to Caribbean Realty Company Limited.

To sum up Paradise Beach and Transportation Company Limited own 35/105, Beach Head Limited, 5/105 and Eleanor Parroti, Joycelyn Moxey, Mizpah Burrows and Frederick Burrows jointly 36/105, a total of 76/105.

40 Dated the 30th day of October A.D.1963

(Sgd.) CALLENDER & CALLENDER
Attorneys for the Petitioners.

In the Supreme Court of the Bahama Islands

No. 6

Amended Statement of Facts by attorneys for Petitioners

30th October, 1963

(Contd.)

In the Supreme
Court of the
Bahama Islands.

NO. 7
STATEMENT OF FACTS BY THE PETITIONERS ROSELIZA
PRICE AND C.P. ROBINSON IN SUIT NO. 288 of 1961.

No. 7

Statement of
Facts by the
Petitioners
Roseliza
Price and
C.P. Robinson
in Suit No.
288 of 1961.

23rd July 1962

1. From and after the death of John Alexander Burrows the Petitioner Roseliza Price and her sister Victoria L. Hanna with their tenants servants and agents entered into full free and undisturbed possession and control of the whole of the said lands without obtaining the consent or permission of anyone and remained so in possession until the death of Victoria L. Hanna on the 2nd October 1945 and the Petitioners have continued in possession thereof and exercised full rights of ownership over and upon the same to the exclusion of all other persons except for certain encroachments which have been made upon portions of the land since 1961. 10

2. Neither of the Petitioners was ever appointed Executor or Executrix of the Will of John Alexander Burrows or has ever held the position of personal representative in his estate or been in a position of trust so as to protect the interest of the other Devises under his Will. 20

(Sgd.) PATRICIA M. COZZI
Attorney for the Petitioners
Chambers,
Savoy Building, Bay Street,
Nassau, Bahamas. 30

No. 8

Abstract of
Title of
Roseliza Price
and C. P.
Robinson in
Suit No. 288
of 1961

NO. 8
ABSTRACT OF TITLE OF ROSELIZA PRICE AND C.P.
ROBINSON IN SUIT NO. 288 of 1961

1859
9th September.

1. By an Indenture of this date the Honourable John Pinder granted bargained sold aliened released and confirmed unto Henry Peterson his 40

23rd July 1962

heirs and assigns for ever

ALL those 2 lots of land Nos. Seven and Eight (Nos. 7 & 8 in the plan of Hog Island containing One hundred and Three acres, being part of a tract of Three hundred acres originally granted to a certain John Russell and bounded as follows:- on the North by the sea, South by the Harbour of Nassau, East by Lot No. 9 and on the West by lot No. 6 together with etc.

10

TO HAVE AND TO HOLD the said premises thereby released with the appurtenances unto and to the use of the said Henry Peterson his heirs and assigns for ever

Note:- This document contains the usual covenants for title. This document is

RECORDED in the Registry of Records in Book X 11 at pages 154 to 156.

20

NOTES:- I am satisfied that any wife of the Honourable John Pinder would now be dead as this document was executed Eighty-eight years ago.

1895
26th December

2. By an Indenture of this date Henry Peterson conveyed unto John A. Burrows his heirs and assigns forever

30

"ALL that tract of land situate at Hog Island & forming part of a tract of land granted to John Pinder Esquire & known in the plan of Hog Island as Lots Nos. Seven and Eight containing Forty-one & quarter acres and bounded as follows viz: on North by the sea, South by Nassau Harbour, East by Lot No. 9 owned by Mr. J.R.Ritchie. West by land of Henry Peterson".....

together with appurtenances.

THIS DOCUMENT was executed by Henry Peterson

In the Supreme Court of the Bahama Islands

No. 8

Abstract of Title of Roseliza Price and C. P. Robinson in Suit No. 288 of 1961

23rd July 1962

(Contd.)

In the Supreme Court of the Bahama Islands

No. 8

Abstract of Title of Roseliza Price and C. P. Robinson in Suit No. 288 of 1961

23rd July 1962 (Contd.)

by mark and by John A. Burrows and attested; was lodged for record by John A. Burrows the 13th October 1904 and is

RECORDED in the Registry of Records in Book L 10 at pages 171 to 172,

- Note:-
1. On information supplied by Roseliza Price the wife of Henry Peterson died more than Fifty years ago.
 2. The description of the parcels conveyed by this document was construed in Supreme Court Action E 171/1960 by a Judgment dated the 23rd August 1961 to be Forty-one and a Quarter wholly comprised in Lot No. 8 measured from its Eastern boundary being the boundary between Lots Nos. 8 and 9. 10

1912
22nd November.

3. On this day John A. Burrows made his Last Will and Testament whereof he appointed his wife Elizabeth, Executrix and his son Nehemiah Burrows Executor and devised (inter alia) after the death of his said wife:- "Thirty-one and a quarter acres at Hog Island.....which tract originally contained Forty-one and a quarter acres and Ten acres having been sold by me to my son-in-law Daniel Hanna....." 20

as to one-third thereof to his Two grandsons Percy Webb and Clarence Azzin as tenants in common and as to Two-thirds thereof to his children Nehemiah Burrows, Joseph H. Burrows, Roseliza E. Price, Victoria L. Hanna, Eliza B. Hall, Veronica S. Murray, Miriam A. Stuart to be held by them as tenants in common and not as joint tenants. 30

THIS WILL was signed by John A. Burrows and attested by R.W.Pritchard and Anthony Boodle.

1913
23rd October

4. On this day John Alexander Burrows died without having altered his said Will leaving his widow Elizabeth Burrows and the children and grandchildren named in his said Will him surviving

1914
13th April

10 5. On this day the said Will of John Alexander Burrows was proved in the Supreme Court of the Bahama Islands on its Probate Side by Elizabeth Burrows the Executrix therein named, the right being reserved to make the like grant to Nehemiah Burrows the Executor named in the Will.

In the Supreme
Court of the
Bahama Islands

No. 8

Abstract of
Title of
Roseliza Price
and C. P.
Robinson in
Suit No. 288
of 1961

23rd July 1962
(Contd.)

20 Note:- From and after the death of John Alexander Burrows the Petitioner Roseliza Price and her sister Victoria L. Hanna entered into full free and undisturbed possession and control of the said property without obtaining the permission of anyone and without being in any position of trust with regard to the other Devisees under the Will of John Alexander Burrows. (See Statement of Facts).

1940
3rd February

30 6. On this day Victoria Louise Hanna made her last Will whereof she appointed her daughter Annie Elizabeth Sands and her niece Beatrice Louise Lightbourn Executrices and whereby she devised (inter alia)

40 "ALL that lot of land given to me by my late father and situated at Hog Island and all other lands or interests therein owned or possessed by me at my death" to the said Annie Elizabeth Sands for the term of her natural life and after her decease to Cyril Price Robinson, Cleo Lightbourn, Sybil Lightbourn, Mercedes Lightbourn, Cynthia Lightbourn, Naomi Lightbourn, Eric Lightbourn, Patricia Lightbourn and Joyce Lightbourne in equal

In the Supreme
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Bahama Islands

No. 8

Abstract of
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Roseliza Price
and C. P.
Robinson in
Suit No. 288
of 1961

23rd July 1962
(Contd.)

shares as tenants in common in fee simple.

1945
2nd September

7. On this day Victoria L. Hanna died without
having altered her said Will.

1945
2nd October

8. On this day the said Will of Victoria L.
Hanna was proved in the Supreme Court of the
Bahama Islands on its Probate Side by Annie
Elizabeth Sands and Beatrice Louisa Lightbourn
the Executrices named in the Will.

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1961
14th November

9. On this day Beatrice L. Lightbourn as
Personal Representative assented to the devise
in the Will of Victoria L. Hanna hereinbefore
abstracted at No. 6 hereof.

DATED THE 23rd day of July, A.D., 1962

(Sgd.) PATRICIA M. COZZI

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Patricia M. Cozzi,
Attorney-at-law.

No. 9JUDGMENT

In the Supreme
Court of the
Bahamas
Equity Side

For the Petitioners - the Hon. E.A.P. Dupuch
and E.A. Callendar.

No. 9

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1963

For the Adverse Claimants - Cyril Price-Robinson
(as representative of the Devisees under the
Will of Victoria Louise Hanna) and Beatrice
Louise Lightbourne and Edith Augusta Price as
successors under the Will of the late Roseliza
Price - the Hon. Paul L. Adderley.

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J U D G M E N T

This is a case involving the Will of the
late John Alexander Burrows (hereinafter referred
to as "the Testator") who died on the 23rd
October, 1913, and, in the events which have
happended, it's effect on the present title of
a strip of land containing approximately thirty-
two acres and running North and South, from sea
to sea across Hog Island. Hog Island has
recently been re-named "Paradise", but for the
purposes of this Petition, it is more convenient
to retain the old name.

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The Island was divided many years ago into
parallel lots and the land in question
constitutes a part of Lot 8. It is described
more particularly in the plan filed herein by
the Petitioners, (which is agreed to by the
Adverse Claimants save that in their view the
Eastern boundary continues parallel to the
Western boundary right upon the Atlantic Ocean
and does not cant to the West as shown on the
plan; this, however, is only a minor point and
it is conceded that so far as this Petition is
concerned the Court is bound by the filed
document).

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Under the terms of the Will, dated the
22nd November, 1912 the testator after creating
a life interest in favour of his wife (who is
long since dead) devised the Hog Island land as
follows :-

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"One third to my two Grandsons, Percy Webb and Clarence Azgin as tenants in common and not as joint tenants. The other two thirds I devise to my children Nehemiah Burrows, Joseph Burrows, Roseliza E. Price, Victoria L. Hanna, Eliza B. Hall, Veronica L. Murray, and Miriam A. Stuart, to be held by them as tenants in common, and not as joint tenants."

The Will was duly proved on the 13th April, 1914, and, the Testator, having died before the Real Estate Devolution Act 1914 (Ch.219) his real estate passed direct to the devisees; and up to this stage there is no dispute between the parties. 10

For the purposes of this case it is easier and more convenient to regard the third devised to the grandsons as 35/105 and two thirds devised to the seven children as 10/105 each. The Petitioners consist of the Paradise Beach and Transportation Company Limited who claim 35/105. Beach Head Limited who claim 5/105, and four of the illegitimate children of one of the Testator's grandsons who claim 22/105; thus making a total of 62/105, these claims being based on documentary title. For reasons with which I shall deal later the Petitioners concede that the Crown may be entitled to 23/105 and that the Adverse Claimants are entitled to 20/105, thus bringing the total to 105/105. The Crown incidentally have not chosen to appear and subject to any rights they may have those 23/105 shares are claimed by the Petitioning children. The Petitioning children are under contract to the Caribbean Realty Co. Limited for sale of their interests for £68,000: this Company is not a party to these proceedings but their interest has been noted and they are represented by Mr. Callender. 20 30 40

The reasons for the division of the land into various shares I have mentioned and the reason for the Crown's possible interest will, I think, become clearer as I proceed.

The Adverse Claimants are Cyril Price-Robinson, who represents the devisees under the Will of the Testator's daughter Victoria Hanna, and Beatrice Louise Lightbourn and Edith Augusta Price who are daughters of, and the two devisees named in, the Will of the Testator's daughter Roseliza Price. Between them the Adverse Claimants claim 20/105 by virtue of their documentary title and the entirety (subject to the Crown's right to escheat in the case of one sixth) by virtue of the Statutes of Limitation.

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I propose to deal first with the documentary title, and then with the question of possession under the Statutes.

It is hardly necessary to add that these are proceedings in rem and further the Court is not bound by the strict rules of evidence (Section 8, Quieting Titles Act, 1959, but of course, I must be "satisfied" before coming to any conclusions (sections 8 and 9)).

Turning first to the Petitioners' claim and taking the grandsons and children named in the Testator's Will one by one; the evidence discloses that Percy Webb was the son of one Margaret Webb, a daughter of the Testator who was not named in the Will, and that upon his death intestate in or about the year 1923, and in default of any surviving widow, issue, brothers or sisters, or other lawful paternal relatives the documentary title to his one sixth share would pass via the maternal side and via Nehemiah, the Testator's eldest son and heir, to Nehemiah's son and heir John Burrows (hereinafter referred to as Cousin John) and thence by cousin John's Will to his five illegitimate children, who include the four Petitioners I have already mentioned.

It is perhaps convenient at this stage to explain that cousin John made a Will dated 11th August, 1938, devising all the residue of his real estate to his five illegitimate children namely, the Petitioners, Eleanor Parroti, Joycelyn Moxey, Mizpah Burrows, Frederick

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Burrows and also a son, John Burrows (jr.) as tenants in common, that he died on the 17th July, 1939 the will being duly proved on the 11th September of that year by the mother of his children, Adell Evans, and that the boy John died intestate and unmarried in 1949.

As to Clarence Azgin it is not in dispute and I am satisfied that he was a bastard son, and this being so his sixth share would pass on his death intestate, and in default of any lawful issue to the Crown. 10

Up to the present time despite extensive inquiries by the Petitioners no lawful relatives of Percy Webb on the paternal side have come to light nor have any lawful relatives of Clarence Azgin been traced. Nevertheless, had these two matters come to light during the interlocutory proceedings in this Petition, there is no doubt the Court before coming to a final conclusion would have ordered the issue of an appropriate advertisement in the Florida area of the United States of America where these two men spent a considerable portion of their lives. There is again some doubt as to the date of Clarence's death; an envelope said to have been addressed by him to Roseliza (Ex.A3) is date stamped 1926 from Lake Wales. However, as he had not been heard of since then the Court would, I think, on the present evidence properly find death in that year. No one can predict the result of such an advertisement, but assuming it left the position as it now is the documentary title to Percy Webb's one sixth would, as I have said, pass as to four fifths thereof to the petitioning children of John Burrows; and one fifth thereof, and Clarence Azgin's sixth of the whole to the Crown. 20 30

Turning next to the Testator's son Nehemiah: I find that he died on the 24th September, 1917 and that by his Will, dated the 5th April of that year, he devised all his real property to seven named children as follows: Anna Hanna (who later married a Gill), John Burrows (i.e., Cousin John). Nehemiah Burrows (jr.), Frederick Burrows, Harold Burrows, 40

Elizabeth Burrows and Ellen Burrows and in the absence of any words of severance this devise created a joint tenancy; since then five of the children have died leaving Anna Gill and Frederick Burrows surviving and in whom the documentary title to Nehemiah 10/105 therefore vested. They conveyed their interest to one Arne Lindroth, the Managing Director of the Paradise Beach and Transportation Company, Limited on the 16th September, 1957 and he in turn conveyed to that company on the 13th January, 1962.

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1963
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Next the 10/105 shares, each, of the Testator's daughters Roseliza Price and Victoria Hanna. These are admitted by the Petitioners and on the evidence I am satisfied they are at present vested as to 10/105 in the nine beneficiaries specified in the Will of Victoria Hanna (who as I have said are represented in these proceedings by Cyril Robinson) and as to 10/105 in the two beneficiaries under the Will of Roseliza Price namely, the Petitioners, Beatrice Louise Lightbourn and Edith Augusta Price.

Turning next to Eliza Hall, I am satisfied she died intestate and without issue on the 25th June, 1936 whereupon her title to 10/105 shares passed to her nephew, the John Burrows I have already referred to as Cousin John, the eldest surviving son and heir-at-law of her brother, Nehemiah. On his death in 1939 these shares would pass by his Will to his five illegitimate children as tenants in common.

The present position, therefore, so far as Eliza Hall's 10/105 are concerned, is that the documentary title is vested as to 2/105 each in the four surviving children of John Burrows and the remaining 2/105 passed to the Crown subject to escheat on the death of the boy John.

Pausing there for a moment, this means that the four petitioning children, subject to the advertisement in the case of Percy Webb's estate being abortive, are entitled to 1/5 each of the Percy Webb's sixth and to 2/105

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each of Eliza Hall's share (I calculate this at $11/210$ each): and the Crown subject to escheat, are entitled to $1/5$ of the Webb share, to Clarence Azgin's sixth and to $1/5$ of Eliza Hall's share; making a total of $46/210$.

Before leaving the shares of Percy Webb, Clarence Azgin and Eliza Hall, there is one aspect that requires clarification; the heir-at-law of both Percy (subject to clearance of his paternal line) and Eliza Hall at the time of their deaths was, as I have said John Burrows (the Cousin John previously mentioned). Their shares in the ordinary course of events would have devolved, as I have said, to John and when he died in 1939 they would have passed under the terms of his Will to his five children. In the event, however, the legal estate did not devolve this way the position being as follows:- John Burrow's Will was proved on the 11th September, 1939 by the executrix therein named and the probate duly registered; this registration was, of course, notice to the whole world of the testacy and of the disposition to the children. Nevertheless, later when letters of Administration to Webb's and Hall's Estates were obtained, on the 25th August, 1960 and the 12th June 1959, respectively, they were applied for not by John Burrows' children, but by his younger brother, Frederick on the incorrect basis that he was the then heir-at-law to the Webb and Hall's shares. The application for the grants was, in fact actually made by a Mr. Samueal Minnis under a power of Attorney from Frederick (Mr. Minnis being employed at that time, I understand, by Mr. Arne Lindroth on behalf of the Petitioning Companies). In his affidavits leading to the grants Mr. Minnis swore that Frederick Burrows as the heir-at-law of both Webb and Hall; Mr. Minnis, was of course, already aware of the existence of Cousin John Burrows and the exact date of his death since he had previously sworn an affidavit containing this information whilst obtaining letters of Administration de bonis non to Nehemiah's estate in 1957, but I am informed by Counsel that his application for the Webb and Hall grants was made in ignorance of the 1939 probate; similar remarks

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apply to Frederick. Be that as it may, letters were, in fact obtained and the effect of Section 3(1) of the Real Estate Devolution Act (Ch.219) was to vest the legal title to the shares in question in Minnis as attorney for Frederick. Similar remarks apply to Clarence Asgin's one sixth share; the fact of his illegitimacy had been discovered during Mr. Lindroth's inquiries in the United States of America in 1959 and 1960, (see Ex.46 and the affidavit Ex.49A), nevertheless, Mr. Minnis and Mr. Frederick Burrows filed affidavits to the effect that Frederick was the lawful heir and obtained a grant with a similar vesting effect to the Webb and Hall shares. Mr. Minnis as personal representative, and in the usual way, then executed voluntarily conveyance in all three cases in favour of Frederick Burrows as the purported heir and he in turn conveyed and sold those interests to the Paradise Beach and Transportation Company, Limited for £13,000 by a Conveyance dated the 13th December, 1961.

On the one hand, the Company now claim that this was a valid over-riding Conveyance and on the other the four petitioning children claim that they are beneficially entitled to the shares in question. To this extent, therefore, there is a conflict of interest between the Petitioners. Apparently, this was only discovered shortly before the hearing and Counsel at the outset drew the Court's attention to this state of affairs; after discussion it was agreed that Eleanor Parroti and her brothers and sisters would not seek separate representation but that the facts should be left with the Court for a ruling on the merits. The Paradise Beach and Transportation Company, Limited rely on the case of Hewson v. Shelly (1914) 2 Ch. Div. 13 to support the proposition that as the grants of administration in the Webb, Asgin and Hall estates were still valid and existing at the date of the conveyance to the Company the interests in question passed to them leaving the children of Cousin John and the Crown with their remedies against the purchase monies only. The children take the view that as the

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parties had in any event constructive notice of Cousin John's Probate they were bound by it and the equities still attached to the shares. I agree with the children; whilst section 3 undoubtedly vested the real estate in each case in Mr. Minnis it was vested in him in a fiduciary capacity, i.e., as a Trustee for the lawful beneficiaries (vide Section 4(1) of Ch. 219). At the dates of the grants and of the conveyance to the Company notice of the probate of John Burrows' Will was on record and both Mr. Fred Burrows and Mr. Minnis and the Company had constructive notice of it, and were bound by it. A normal investigation of title would have disclosed it.

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The case cited is merely an authority for the proposition that a grant of letters of administration is good until it is revoked and that a purchaser from any personal representative who has obtained a grant acquires a good title; it does not run counter to the firmly established principle that it is only a bona fide purchaser for value without notice who takes free of equities. In the present case not only were the conveyances between Minnis and Frederick Burrows voluntary, but both parties had notice of the probate of John Burrows' Will. It is true that Frederick Burrows sold for value to the Paradise Beach and Transportation Company, Limited but that Company also, as I have said, had constructive notice, and possibly also notice of Clarence's illegitimacy, since that fact was known to their Managing Director, Mr. Lindroth; in any event notice of the probate there undoubtedly was and even in the case of Azgin's share John Burrows had priority of the Company, and as the Company are now undoubtedly aware of the illegitimacy of Asgin the position is as broad as it is long so far as the Crown is concerned. Accordingly, I am quite satisfied that although the grants in question vested the legal estates in Minnis the beneficial or equitable interests of both the Crown and the four children still attach to the property. If that be so Section 16 of the Quieting of Titles Act, 1959 would of course, enable me to deal with the position. Turning next to the

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10/105 share of Veronica Murray, I find that this daughter of the testator died intestate in the United States of America on the 13th August, 1956, leaving a daughter, Muriel as heiress at law; that Samuel R. Minnis obtained letters of administration under a power of attorney on Muriel's behalf; that as personal representative, he executed a voluntary conveyance to her, and that on the 22nd July, 1957 again as her attorney, he conveyed and sold her share to Arne Lindroth for \$1,500; and that Arne Lindroth subsequently conveyed to the petitioning company, the Paradise Beach and Transportation Company Limited, in whom the documentary title to the shares are now vested.

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20 Next, the testator's son Joseph H. Burrows: I find that he died on the 17th April, 1946 The petitioners claim he left a lawful son and heir at law called Stanford W. Burrows and that eleven years later Samuel Minnis, as Stanford's attorney, obtained a grant of letters of administration to Joseph's estate on the 17th day of June, 1957, subsequently as personal representative conveying to Stanford. Mr. Minnis, again as attorney for Stanford, then sold this interest to Arne Lindroth and it then passed to the Paradise Beach and Transportation Company, Limited by conveyance dated 13th January, 1962. On the other hand, Miss Price and Mrs. Lightbourn, on behalf of the Adverse Claimants, have given evidence that according to family repute Joseph H. Burrows had two daughters only, one of these having a son called Stanford, who was born in Pittisburgh and lived in Oakland, United States of America; and that the said Joseph settled and died in Oakland, California, leaving his two daughters and the grandson surviving him.

30 In obtaining the grant, Mr. Stanford W. Burrows swore an affidavit to the effect that he was the only lawful son and heir at law and Mr. Minnis swore an affidavit to the same effect. In the circumstances, however, particularly having regard to the other affidavits of Mr. Minnis in this case, the Court would have been happier if e.g., the marriage certificate of Stanford's parents could have been produced,

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or his own birth certificate, or if there could have been some other corroborative evidence of some sort submitted by the petitioners; or failing the existence of such corroborative evidence some newspaper advertisement in the appropriate form. Indeed, this matter was referred to in the interlocutory order of the 26th September, but no action was taken. Subject to some such further action being taken on these lines and to the present position not thereby being altered, I am, however, satisfied that the documentary title to this 10/105 duly passed to the Petitioning Company, the Paradise Beach and Transportation Company, Limited.

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Turning now to Miriam Stuart's share; it is not in dispute and I am satisfied that this daughter died on the 5th November, 1938. The Petitioner's case is that the title thereupon passed to her eldest son and heir at law, Benjamin Stuart and thereafter devolved in the manner specified in paragraphs 27 to 32 of the Abstract of Title to his sister in law, Sybil Gordon who in turn duly sold and conveyed the interest to the Paradise Beach and Transportation Company, Limited. The only question in issue here is whether Benjamin was legitimate. The evidence of the Adverse Claimants Miss Price and Mrs. Lightbourn, and the evidence of family repute given by them is to the contrary and to the effect that Miriam had four children in all; the first two being a daughter, Setella, and a son, Benjamin both of whom were illegitimate; these being followed after Miriam's marriage to Solomon Stuart by two sons Felix and Wilfred Stanley.

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I was much impressed by the detailed recollection of the witnesses on this point who remembered being present at a wedding celebration at their aunt's house on the occasion of Solomon's marriage, the name of the Minister, and the Church, the fact that Setella and Benjamin were then both alive, and the family explanation of the illegitimacy. On the other hand, there has been produced a marriage certificate in respect of Solomon and Miriam placing the marriage on the 15th

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December, 1898 (Ex.A14); a baptismal certificate for Benjamin for 9th July, 1899 (Ex.A15) which also contains a recital of his birth on the 6th June, 1899 (on the face of which he would only be approximately 4 weeks old at the time) a baptismal certificate for Setella also for the 19th July, 1899 (Ex.15) reciting her birth on the 10th June, 1897, and birth certificates in respect of Felix and Wilfred for the years 1901 and 1903 respectively. Searches for birth certificates in respect of Setella and Benjamin have been unsuccessful. The information in Benjamin's baptismal certificate is, of course, strong prima facie evidence of legitimacy. The witness, Miss Price and Mrs. Lightbourn were themselves, very young at the time of the wedding being aged at the most 4 and 7 years respectively. Their evidence, even if given recently after the event would, on account of their tender years, in all probability not have been acceptable in a Court of Law and they are now testifying to the same thing 65 years later. I do not impugn their honesty but they may well be mistaken. Furthermore, I can hardly imagine the baptising minister mistaking a 4 week old baby for a boy of seven or eight months. Again there is always a presumption in favour of legitimacy where this is a reasonable inference from the facts. In all the circumstances therefore, I would have been satisfied on the present evidence as to the Petitioners' claim on this point. Section 7 of the Quieting Titles Act, 1959, however, provides that where it appears to the Court that there "may be" a person who "may have" a claim inconsistent with the petitioner, the Court "shall" direct a notice to issue to be served or advertised either within or without the Colony as the Court thinks fit, and this provision is mandatory.

The Court is now aware of the existence of Felix, and indeed was so aware at the date of the interlocutory Order of the 26th September when this matter was referred to, and accordingly no final Order should be made until that Order is fulfilled. Subject, however, to the position remaining unchanged, I would have no

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hesitation in finding in favour of the
Petitioners on this point.

That completes the documentary history of
the various shares save that on the 19th January,
1962, Paradise Beach and Transportation Company,
Limited conveyed 5/105 shares in Lot 8 to Beach
Head, Limited.

To summarise the paper title at the
present time, assuming the further conditions
as to advertisements and so on I have referred
to were carried out without any other relevant
information being discovered, the position is
as follows :-

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Paradise Beach and Transportation Co., Ltd.....	35/105 Shares	
Beach Head Limited.....	5/105	"
The four petitioning children of John Burrows 44/210)	} ..45/105	"
The Crown 46/210)		
Reseliza Price's Devisees.....	10/105	"
Victoria Hanna's Devisees.....	10/105	"
Total:	105 Shares	

as tenants in common.

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Turning now to the Possessory claim of
the Adverse Claimants. In addition to the
20/105 shares supported by this documentary
Title, they claim the entirety of the land
by virtue of long possession under the Statutes
of Limitation.

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The relevant law is contained in the Real
Property Limitation (No. 1) Act, 1833 (Cap.214)
and the Real Property Limitation Act, 1874
(Cap 216). (Both these Acts are extensions to
this colony of the 1833 and 1874 English
Statutes, 3 and 4 Will. 4 Ch. 27. and 37 and
38 Vict. Ch. 57). By virtue of Section 12 of
Cap. 214 one tenant in common can now enter
into possession of the entirety of the common

property on his own account, and Section 1 of Cap. 216 will bar the right of a covenant to recover the property once 20 years has elapsed since the right to recover the property "first accrued." Accrual itself is dealt with in section 3 of Cap. 214. That Section can be conveniently divided or broken down into 5 parts which, in general terms are as follows :-

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10 1. Where a person has been in possession or receipt of rents or profits and has then been dispossessed or has discontinued possession or stopped receipt, time commences to run from that date. (It may be noted that mere discontinuance itself is insufficient to make time run under the Statutes and there must be the taking of actual possession by another before a right of action accrues. See e.g. Agency Co., V. Short 13 A.C. 793).

20 2. Where the property of a deceased person who has been in possession or receipt until the time of his death is claimed, time runs from the death.

 3. Where possession of property is claimed by virtue of an inter vivos document then time begins to run from the date specified in that document.

30 4. Future estates, time begins to run when the estate falls in and becomes an estate in possession (this is subject to the provisions of section 2 of Cap. 216 which provides that if the intermediate holders have not been in possession time will begin to run from the date such intermediate holder would have been able to recover, or within six years after the falling in which ever is the longer period).

 5. Where the property is claimed by virtue of a forfeiture or breach of condition then time runs from the date thereof (subject to section 4).

40 The present Adverse Claim is alleged to fall under the 2nd and 4th parts of this section on the grounds that the daughters, Roseliza and Victoria and their co-devisees

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under the Testator's Will became entitled to immediate possession (as tenants in common) to 2/3 of the Testator's land on his death and as to the remaining 3rd on the death of the life tenant the widow Elizabeth. (It will be remembered that the Testator died on the 23rd October, 1913 and his widow died on the 2nd May, 1918). The Adverse Claimants then say that as their predecessors in title, Victoria Hanna and Roseliza Price were actually in exclusive possession of the whole of the land at the date of their fathers death, and remained in such possession until their own deaths in 1945 and 1963 time began to run in their favour in 1913: their allegation of course, is that neither the Testator's widow nor any of their co-tenants ever entered into possession.

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If this be so, then the Statutory 20 years in respect of 2/3 of the property would have expired on the 22nd October, 1933 (i.e. 20 years after the Testator's death) and the position so far as the remaining 1/3, expectant on the death of the widow is concerned is governed by part 4 of Section 3 and the proviso to Section 2 of Cap. 16 referred to above; the effect of which in the circumstances of the case is to constitute a similar period of 20 years from the Testator's death.

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In short, the first date upon which time could have expired in favour of the Adverse Claimants in respect of either the immediate or the future interests conferred by the Will is the 23rd October, 1933. (This is agreed to by the Petitioners). If time has in fact, so run the effect of Section 34 of Cap. 214 would be to extinguish the documentary title of the Petitioners, and the Court could apply to Section 16 of the Quieting of Titles Act, 1959.

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Before considering whether or not time has run as alleged, it is necessary to decide what sort of possession is demanded by the Statutes. In other words, what acts will suffice to substantiate "possession". There is general agreement that prior to the 1833 Act the law relating to the recovery of land was in a very

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unsatisfactory state, and some of the objects and effects of the Act were to provide a more uniform action for recovery, to impose a time limit of 20 years (except in cases of disability) and thirdly, (and this is most important in the present case) to put an end to the doctrine of Adverse possession or non-Adverse possession as it was sometimes called.)

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10 Prior to the Act the general position was that the person in possession of land had to prove that his possession was adverse, i.e., hostile to and inconsistent with the title of the true owner; in other words, he had to prove ouster. This difficulty (with one practical exception I shall mention later) was terminated by the 1833 Act. As the learned Editor of Preston and Newson's Limitation of Actions says at page 69, Second Edition:

20 "The effect of that Act was, therefore, to substitute for a period of adverse possession in the old sense a simple period of time calculated from the accrual of the right action."

And per Denman, C.J., in Nepean v. Doe d. Knight (1837) 150 E.R. 1028 :

30 "We are all clearly of the opinion that the Real Property Limitation Act, 1833 has done away with the doctrine of non-adverse possession...the question is whether 20 years have elapsed since the right accrued whatever be the nature of the possession."

In Ex parte Hassell (1839) 160 E.R. Exchequer 1848, a case of tenancy in common involving a claim by the surviving husband against the heir of his deceased wife the Lord Chief Baron said (page 850):

40 "Admitting that from the year 1815 to the year 1838 he (the heir) was tenant in common with the husband (the husband being entitled to the other moiety) the Act then applies;

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because supposing there is no question about actual ouster yet, as the husband has not accounted to the heir-at-law, he is in the situation of the party contemplated by the Act, who has not committed actual ouster but who has enjoyed the estate without making any acknowledgement of any other party's title."

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The fact that simple effluxion of time is to be the general criterion is further exemplified by the provisions of Section 15 of the 1833 Act. This was a transitional provision to prevent hardship to owners against whom time had not started to run at the date of the Act; and the Act provides that where a person had been in possession or receipt of the profits or rent of land prior to the Act, and that possession or receipt had not been adverse in the old sense, the true owner could still bring an action for recovery within 5 years of the Act and time would only begin to run from that date.

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In the case of Culley v. Doe d. Taylerson (1840) 113 E.R. 697 which involved section 15 and section 2 of the Act (which is similar to section 1 of our Cap. 216) Lord Denman, C.J., said of the second section:

"The effect of this section is to put an end to all questions and discussions whether the possession of land, and etc. be adverse or not; and if one party has been in the actual possession for 20 years, whether adversely or not, the claimant whose original right of entry accrued above 20 years before the bringing of the ejectment is barred by this section."

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And per Patterson, J. in Doe d. Jones et al v. Williams et al (1836) 111 E.R. 1175 at page 1177:

"From the language of the 15th section it plainly appears that something or

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other was, after the Act was passed, to be considered as adverse possession which was not so before the Act was passed. For in that section it seems to be considered that the possession which upon the passing of the Act was not adverse as the law then stood would by the operation of the Act become so on the very day after the Act was passed..... What is adverse possession at the time of the Act passing...depends, therefore up on the law as it stood up to that time."

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Another case in point involving tenancy in common (and a strong one since it involves possession by a father of his son's share) is Hobbs v. Wade (1887) 36 Ch. Div. 553. There was no evidence of any hostility between the father and the son in that case, indeed it is said that admissions were made by the father of the son's title, although there was no acknowledgment in writing; and the father was held to have acquired title. Again when one turns to tenancies at Will and tenancies from year to year which are dealt with in section 7 and 8 of Cap. 214 the same principle is applicable and mere possession plus effluxion of time is the test. Provided, therefore, there is, in fact, possession the intention behind it with one practical exception is irrelevant; and it is immaterial that the possession be induced by mistake or be taken without any improper intention to deprive others of their property. See for example William v. Pott 12 L.R. Equity Cases (1871) 149. This particular case fell within section 9 but is illustrative of the general principle.

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There is a host of other authorities, but the foregoing are I think sufficient to support the proposition that in general the 1833 Act substituted a simple period of time for adverse possession. I say "in general" advisedly and I have also previously mentioned a "practical" exception. The exception being a practical one does not, however, run counter to the principles of the law exemplified in the foregoing

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authorities; it springs from the interpretation of the first part of Section 3 of the 1833 Act. That particular part of the section as already mentioned provides..... so far as is relevant to this case that where a true owner has been in possession and has then been dispossessed, time runs from the date of dispossession. There are therefore, two factors to consider under that part first, whether or not the true owner has been stripped of his own possession, and secondly whether the claimant under the Act has been in possession himself. 10

These two factors are, of course, from the practical point of view almost in inextricably interwoven but the Courts have approached the problem by saying that in order for a stranger to prove possession under this part of Section 3, he must show not only exclusive possession on the part of himself but that his acts of possession were also strong enough to be quite inconsistent with the retention of any possession by the true owner; in other words ouster. It is, therefore, easier to prove possession of land not in the possession of the true owner than it is if he were in possession at the time of the strangers entry and in the latter cases the Courts have demanded a higher standard of proof on the part of the dispossessor. Acts which might be characteristic of ownership and might well suffice for the possession of a true owner will not necessarily amount to dispossession of the true owner when committed by a third party. That the burden of proving dispossession can be a heavy one is illustrated by the cases of Leigh v. Jack (1879) 5 Ex. D 264 and Williams v. Raftery (1958) 1. A.D. 159 C.A. 20 30

In short, the Claimant in those cases has to show that he has ousted the true owner before he can hope to establish his own possession under the Acts; it is, however, well to remember in order to avoid confusion, that all the Act itself requires as a matter of law is proof of the Claimant's long possession and it is merely an ancillary matter that in order to establish that possession a Claimant may, in addition, have to prove ouster of the true owner. To this extent, therefore, there is, from the practical 40

point of view, an exception to the general principles of the Act. It was perhaps unavoidable in cases which fall under the first part of section 3. The present Adverse claim, however, is not based on the first part of section 3, but on the second and fourth parts; and if this be substantiated no question of ouster arises and the Adverse Claimants have to prove exclusive possession only

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I have dealt with this point at some length as the Petitioners take a different view of the law and submit that if the Adverse Claimants are to succeed they must establish possession according to the standard of proof demanded in, for example, Leigh v. Jack (supra) and Williams v. Raftery (supra). In other words they say that every tenant in common who takes possession of more than his own share for his own benefit still has to prove dispossession of the other tenants in common so far as the excess is concerned. In support of this proposition they rely on Glynn v. Howell (1909) (1 Ch.666). For reasons with which I shall deal in a moment, I cannot agree with such a wide proposition; I would concede of course that there may well be cases where one tenant in common seeking to prove possession of more than his own share may have to show ouster of another tenant in common, but to say this is a general rule applicable to all cases of possession by a tenant in common is in my judgment going too far, and I doubt whether the learned judge concerned, Eve J. intended to lay down such a broad general ruling. On the authorities I have already quoted it is quite clear that proof of ouster is only required in cases falling within the first part of Section 3.

I shall be dealing with the law relating to possession later, but this is a convenient time to deal with the case cited, in which one of the main issues related to possession and another to the peculiar position of tenants in common. The short facts were that the Plaintiffs and the Defendants were entitled as tenants in common to a 1/6 share each of certain mines and minerals laying beneath the surface of a certain farm and mountain in Wales, the

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Defendant owning the relevant severed surface as well. The Defendant (or his predecessors) had obtained the permission of the owners of the remaining 2/3 to work the coal and did so without, however obtaining the consent of the Plaintiffs as to their 1/6 interest. He dug out coal from under the surface for an area of about two acres and then claimed that long possession of that area, coupled with ownership of the relevant surface, entitled him to constructive possession of the whole mine both vertically and horizontally. The Court, however, held, that he was entitled to the two acre strip actually occupied and no more.

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The Court as I say considered two aspects of the matter, what actual possession had been obtained and secondly, what the effect upon this was of the law relating to tenancy in common. It is more convenient to deal with the question of possession first; this was a mining case and the first and obvious point that strikes one in dealing with such cases is that underground coal (where there has been a severance of ownership from the surface) is a vastly different factual proposition to surface land; almost completely different physical considerations come into play. It is, indeed, difficult at first impact to see how physical possession of coal in one underground area can amount to constructive possession of coal in another area perhaps hundreds of yards away, underground through solid earth; this is indeed different to dealing with say woods and farm land or the land now before me. In dealing with these rather special cases Bosanquet and Marchant at page 297 of the 2nd Edition of their book on the Statutes say :

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"Where mines are dissevered from the surface and held by a different owner no presumption of possession of the whole of the mine arises from the fact of possession of a part. It is, it would seem in each case, a question of fact to what extent by actual working of mines possession has been gained on the one side and lost on the other".

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Indeed, Eve J. was clearly aware of this aspect of the Glynn case for he says at page 678:

"ought I to treat (the Defendant) constructively in possession of a wide area both lateral and vertical, of which, in fact he has not got, and never has had the actual possession?"
(The underlining is mine.)

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And again:

10 "There is no obligation and indeed it would be contrary to the line of authorities to which I have already made reference to hold that that possession operates to give the person who has enjoyed it possession of that of which he has never, in fact, been in possession".

And again:

20 "I think Mr. Upjohn is right when he says the decisions have proceeded upon two lines, the one being those cases where the possession of the part has been treated as possession of the whole, because the Court has found, either by contract or according to conscience, that possession of the whole is what the person possessed of the part was intended to have, and the
30 Court, finding no just reason for inferring, in favour of a person relying solely on possession of a part, a constructive possession of the whole, has refused to make such inference".

40 With these general principles as to possession in mining cases (and particularly bearing in mind the reference to "no just reason" to the contrary in the final paragraph quoted) no one, with respect, could possibly quarrel: and their relevance will become more apparent later when dealing with the evidence in the case now before me, but the aspect of the

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judgment particularly relied upon by the Petitioners is that dealing with tenancy in common.

Upon this aspect the learned judge, who said it caused him some difficulty, continued at page 677

"One must treat the possession as an unlawful one---- It seems to me I must treat the tenant in common who was in possession of the entirety as being in the same position as if he were a stranger in possession of a separate tenement, so far as regards the undivided interest of his co-tenant. If that be so, the question is whether a person so situated is entitled to have presumed in his favour a possession which goes far beyond the ambit of that of which he is in actual possession." (The underlining is again mine.) It is upon this statement of Eve J. that the Petitioners submit the burden of proof on a tenant in common is just as high as that demanded in Leigh v. Jack and the other cases cited by them relating to trespassers. I cannot agree; I cannot think the learned Judge intended to put the burden as high as that in all cases. If that were so, the judgment would be quite contrary to the authorities I have previously cited.

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Possession by one tenant in common of more than his share is, as we know, not always "unlawful": Each and every tenant in common has an equal lawful right to possession of the whole land: and if there is a joint occupation it is, until there has been a partition, an undivided occupation and no one tenant in common can point to any particular part of the land as constituting his share: I note that Eve J. was careful to qualify this part of his judgment (and also his further statement that a tenant in common in possession must be treated "as being in the same position as if he were a stranger in possession of a separate tenement") by saying it was necessary so to regard him "in order to bring the Statute into operation."

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If, as I say, the judgment was to be interpreted to mean that in every case ouster of, the other co-tenants must be proved, then with respect, I cannot agree. There is no express requirement to this effect in the Acts themselves, and it would be directly contrary to the way in which section 12 had been previously construed by the Courts. Proof of ouster by one tenant in common against another is only required in one case, namely, where one tenant in common has in fact been in actual possession of the whole or a part of the common property and another tenant in common has later entered and sought to show that he himself had dispossessed the former, in other words, in cases falling under the first part of section 3. To say that the first part of section 3 applies in all cases of tenancy in common is diametrically opposed to Culley v. Doe d. Tayterson, which itself was a case involving tenancy in common and where, I repeat here, it was said:-

"If one party has been in the actual possession for 20 years, whether Adversely or not, a claimant whose original right of entry accrued above 20 years before the bringing of the ejectment is barred by this section".

And directly contrary to Ex parte Hassel, another case involving tenancy in common where it was said, and I again repeat, that the benefit of the Act applied to a tenant in common in possession because,

"supposing there is no question about actual ouster yet, as the husband has not accounted to the heir-at-law, he is in the situation of the party contemplated by the Act, who has not committed actual ouster but who has enjoyed the state without making any acknowledgment of any other party's title".

I also observe that in dealing with Culley's case, the learned authors of

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Bosanquet and Marchant on the Statutes comment
at page 377 :-

"The twelfth section...had the effect of making the possession of...tenants in common separate from the time when they first began such, as that without an actual ouster the one tenant in common could bring his ejection and the other could defend his possession under the Statutes".

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In other words, without any Adverse possession, as it was previously understood, and without any Ouster.

Unfortunately, the report of Glynn v. Howell does not disclose which portion of section 3 the plaintiffs relied on; and for some reason the report on the paper title which might have supplied this information is lacking; furthermore the provisions of section 3 do not appear to have been expressly argued before the Court.

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There is further authority against the wide interpretation, asked for by the Petitioners in Dr. Hewets treatise on the Statutes published 1893 where he says at page 165 :-

"Where a co-owner holds exclusive possession of any part of the common property, time will run in his favour so far as regards that part of the property. And in like manner if two of several co-owners enjoy exclusive possession of any portion of the land, they will as to such portion be in possession of more than their shares within the meaning of the section and the time will run accordingly".

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And he refers to Murphy v. Murphy 15 Ir.C.L.R., page 214 (11.L.T. 189).

The Glynn Case was commented upon by the author of Franks on the Limitation of Actions First Edition (1959) where he says in a footnote

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to page 123 :-

"There are a number of cases on mines to this effect that seems to be an attempt to mitigate the old rule that, concealed fraud apart, ignorance by the true owner of his rights and their infringement would not help him".

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10 And in support of the old Law he cites Dawkins v. Lord Penrhym (1877) 6 Ch. Div. 318 C.A. and Rains v. Baxtor (1880) 14 Ch. Div. 537.

It is true of course that if one tenant in common takes possession of more than his share he is taking possession of someone else's interest and to that extent it may be said to be "unlawful", but unless the case falls under the first part of section 3 and the other tenant in common concerned has previously been in possession, I cannot see that there is any question of dispossession.

20 The point was not taken but it may be argued that ownership itself confers a sort of notional possession upon owners and co-owners. But even if that were so (and I do not commit myself on the point) it is only the first part of section 3 that refers to persons who "have been in possession", and the remaining parts must obviously apply to cases where this is not so. The fact that the leading cases referred to by me were decided at a time when the impact of the changes wrought by the 1833 Act was fresh in legal minds is also, and I say this with
30 some diffidence, a point in their favour.

In my judgment, therefore, the law laid down in the Statutes of Limitation is that if one tenant in common takes possession of the entirety, or more than his undivided share, for his own benefit and the other co-tenants have never entered into possession in accordance with the first part of section 3 of the 1833
40 Act, then time begins to run in favour of the possessor from the date of that possession, and his intentions or motives (apart from holding "for his own benefit") are irrelevant; and the same principles apply if one tenant in common

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having formerly entered into possession subsequently discontinued or abandons, the reason being that in these cases, there is no need for "ouster" and all that is necessary under the Acts is for the possessor to prove possession and the simple effluxion of time.

The Petitioners then say, as I understand their case, that even if one tenant in common lawfully takes possession of the whole it is still open for the other co-tenants to show that the possession of the one was in reality, on the facts of the case, possession for all. With this proposition I agree but whether it be the fact or not depends on the evidence in each case; I cannot, however, agree that if one tenant in common takes possession of the entirety there is a presumption in favour of co-tenants; that was put an end to by section 12, nor can I agree that the effect of section 12 was to relegate tenants in common permanently to the first part of section 3. 10 20

Before considering the nature of Roseliza's and Victoria's possession in this case, it is essential to ascertain what was happening in fact to the other co-tenants and also their respective successors in title during the relevant period to see if the possession alleged by the Adverse Claimants was truly exclusive or not; the exact nature of that possession can then be dealt with later. There is of course no question of Partition in this case. 30

As to the co-tenants themselves, I have no hesitation in finding that neither Percy Webb, Clarence Azgin, Elisa Hall, Veronica Murray, or Joseph Burrows ever entered into possession. In fact 4 of them emigrated to America many years ago; according to one witness Veronica Murray left some 50 years ago and Joseph, as a young man, before the land was bought and the 2 grandsons before the Testator's death. These co-tenants died, as we have seen, in 1923, 1926, 1936, 1954 and 1946, respectively. 40

As to Miriam Stuart; I am sure that she never took possession of any part of this

property; she lived on Moore's Island for many years and had a stroke and came to Nassau where she died; and the most that can be said in her favour in this respect is that she used to pay occasional trips to the land. In my judgment, however, the most that this could constitute on the evidence available would be a mere Entry under section 10 of the Act.

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10 So far as Nehemiah is concerned there is
a conflict of evidence. He was employed as a
seaman in his early days on the Bishop's Yacht
but retired in his later years, living in
Nassau. None of the witnesses for the
Adverse Claimants recollect him farming on the
Hog Island land although there is some
evidence of him visiting there. However, the
Petitioners called a Mr. Davis (whose Aunt
Sarah was Nehemiah's second wife) and he
20 remembers Nehemiah taking him to Hog Island
"over and over". Although this witness was
aged 79 and was unable to specify the actual
years or even identify the land on the filed
plans, I am satisfied on the probabilities
that it must have been either on the Danial
Hanna or the Testator's strip. A Mrs. Pratt,
a daughter of Sarah, who was about 4 years of
age when her mother married Nehemiah also
testified to the effect that, despite her
very tender age at the time, she remembered
30 her step-father taking her 2/3 times a week
to the land in question and that shortly
before his death when she would be about 7/8
he left his field in Aunt Victoria Hanna's
care and went to Andros. However, even
constructing this evidence in its most
favourable light towards the Petitioners, it
would only carry them to the 24th September,
1917, on which day Nehemiah, who had then gone
to the Island of Andros where Mr. Davis was
40 living, died.

A remarkable fact about Nehemiah is that
although he made a will in 1917 specifically
referring to other lands of his he never
specifically referred to the Hog Island land;
moreover when his widow, Sarah, applied for
the Grant in February, 1919 (Ex.

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She also made no mention of the Hog Island land in her affidavit leading to the grant.

Turning now to the successors in title of these co-tenants. On the evidence so far available Percy Webb left no heir-at-law save his maternal cousin John Burrows, and Eliza Hall died in a similar position. Their shares would, therefore as I have previously said, pass first to their cousin John and thence, on his death in 1939 by his Will to his five illegitimate children as tenants in common, (one of whom, John Jr., has since died in 1949, intestate, an infant and unmarried). Cousin John was, of course, as I have said also the eldest surviving son and heir-at-law of Nehemiah but this aspect of the case demands special consideration as Nehemiah's own 10/105 shares passed under his Will and not under intestacy and I shall deal with this position later.

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Cousin John's right to possession of Percy Webb's 1/6 and Eliza Hall's 10/105 would accrue to him on their respective deaths in 1923 and 1936; there is again a conflict of evidence as to whether he ever entered into possession of any part of the land.

It is not in dispute that he lived in Nassau, and his main following was that of a stevedore, or that he lived with Adell Evans, and had at least 5 unlawful children by her, or that he was one of approximately 10 children himself. His cousins, Miss Price and Mrs. Lightbourn strongly deny, however that John ever farmed on the Hog Island land, or ever entered into possession of the land there. They also deny that their mother or aunt Victoria ever shared their Hog Island crops with him apart, perhaps, from occasional gifts. Or, indeed, that he ever used to row his aunts over in their boats or give any but the slightest help. This is corroborated by Mrs. Lightbourn's son Cyril Robinson and her daughter Mrs. Ford who both knew the land from the early 1920's. In fact it is clear from the evidence that Cousin John was regarded as a bit of a loafer and spent a great deal of his time

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"taking the cool" on the parade. These witnesses were even more adamant concerning John's children. On the other hand John's daughter Eleanor Parotti, her mother Adell Evans and Mrs. Pratt testified to the effect that John continued farming after his father Nehemiah's death in 1917, and carried on right up to his death.

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10 Having heard and seen the witnesses, I have
no hesitation in rejecting the bulk of the
evidence given on behalf of Cousin John; Adell
Evans and her daughter Eleanor Parotti in
particular struck me as being unreliable
witnesses. Mrs. Pratt, on the face of it,
appeared the least biased of these three but
the fact remains that neither Mrs. Parotti nor
Adell Evans ever visited the land in all the
years in question; and yet the man with whom
Adell was living was supposed to be spending a
20 considerable amount of his time there, and so
far as Mrs. Pratt is concerned, she never
visited the land after 1917 when she should be
approximately 8 years of age at the most;
furthermore, the evidence of all these three
witnesses is almost entirely hearsay on this
point. It is also a remarkable fact that if
Cousin John was aware of his interest in the
Hog Island and if he often discussed it with
Adell Evans and his children as they alleged,
30 he never specifically mentioned it in his Will
although he referred to other specific land of
his in Nassau; and it is even more remarkable
that when Adell Evans was obtaining probate of
the Will in 1939 and discussing the matter
with her Attorney-at-Law, Mr. Toote, the Hog
Island land was not included in her affidavit
leading to the Grant. Adell Evans' explanation
for this was most unconvincing, and I have not
the slightest doubt that Cousin John's family
40 were in entire ignorance of his title to this
land until the present massive development on
this Island began in the last two or three
years.

It may be however that Cousin John did
visit the land on occasions, since nobody
was actually living there except for short

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periods, and that he did receive occasional gifts of vegetables from Roseliza and Hanna since there is no evidence to show that these families were on nothing but a friendly basis, but in my judgment on the evidence these sporadic acts fall far short of possession, even though one must take a most favourable view of a documentary owner, and could only amount to possible entry under section 10. In any event, however, John died in 1939 and if the Court took the broadest view in his favour, time would have started to run at that date; there is not a vestige of reliable evidence to show that any of his children subsequently entered into possession and I have no doubt at all, so far as they are concerned that, although they might have had occasional gifts of vegetables, these cannot possibly be construed as an entry or possession of any sort.

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Turning next to Clarence Azgin's successors; he was illegitimate, his share becoming liable to escheat by the Crown on his death. The Crown having been notified of the position there is no need to deal further with his share at this stage.

As to Nehemiah's 10/105: We have already seen that on his death in 1917 his share passed under his Will to his seven children (of whom Cousin John was one) as joint tenants. There is no evidence that any of these children (apart from the evidence concerning John with which I have just dealt) ever entered into possession of the land. Five of them, including John, have of course since died.

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Summarising the position therefore so far as the co-tenants and their successors in title are concerned, I am quite satisfied that with the possible exception of Nehemiah until 1917 and his son until 1939, none of them took possession of any part of this land.

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It now falls to consider the position of the daughters Roseliza and Victoria against this back ground and against the background

of the paper title I have dealt with and to see whether the evidence supports their claim to have enjoyed 20 continuous years exclusive possession subsequent to both the Testator's death in 1913 and Cousin John's in 1939 so far as the Webb and the Hall shares are concerned.

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10 First of all I propose to deal with the way in which the two daughters, **Roseliza** and Victoria first came into occupation; their father was not a Nassaugian, having spent most of his life on Moore's Iland, Abaco, farming and fishing there and being responsible for the registration of births, deaths and marriages in that area. He bought the Hog Island land in 1895 from a man called Peterson and it consisted, according to the conveyance, of 41 $\frac{1}{4}$ acres for which the price in those days was £26.16. 4.

20 the boundaries of this 41 $\frac{1}{4}$ acres have been dealt with previously in Petition No. 171 of 1960, where it was decided that the land lay within lot No. 8 and did not run westward into lot No. 7. In 1896 he conveyed the ten most westerly acres to his son-in-law Daniel Hanna, the husband of Victoria, leaving the land subject to this Petition to the East. The boundary between this land and Hanna's land was not fenced or walled in any way but the eastern boundary of the land used to consist of a stone wall which ran for a considerable portion of its length.

30 The sea, of course, made the Northern and Southern boundaries.

Roseliza and Victoria were well into their thirties at the time of the purchase married and living in New Providence on other property of their father on the mainland of New Providence.

40 I am satisfied for many years prior to their father's death **Roseliza** and her family, and later Victoria, occupied and farmed Lot 8 at the express wish and desire of their father. Victoria was a washer-woman in her earlier days but gave this up and came onto the land before 1913. The father himself did not farm or employ anyone to farm there; he lived as I say, at Moore's Island, Abaco, and only came to Nassau when Registry business demanded or **Roseliza**

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sent for him. As already explained one of Roseliza's or Victoria's brothers and sisters or the two grandsons, Percy and Clarence came onto or shared the land with them and when their father died in 1913, they were well established in possession by themselves alone, and by that time the daughters Miss Price and Mrs. Lightbourn had reached ages of approximately 18 and 21 years respectively. These two families were then living and sleeping in Hawkins Hill, Nassau, but visiting and farming the Hog Island land regularly by day.

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There is in this case, therefore, no question of Roseliza and Victoria making an entry upon the land since they were already there at the date of their father's death. All that happened is that the nature of their possession changed and instead of holding in their capacity as their father's children they continued to hold lawful possession in their capacity as tenants in common under his Will. This at once in my view distinguishes their case from those falling under the first part of section 3 of the 1833 Act. Roseilia and Victoria were not dispossessing their co-tenants, or indeed anyone else, but were merely continuing a previous occupation.

20

The next question for consideration is whether the evidence establishes possession of the whole of this land for the whole of the required period. This question is one of fact to be decided upon all the relevant circumstances of the case. As Lord O'Hagan said in Lord Advocate v. Lord Lovat (1830) 5 A.C. at page 288 :-

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"As to possession, it must be considered in every case with reference to the peculiar circumstances. The acts implying possession in one case may be wholly inadequate to prove it in another. The character and value of the property, the suitable and natural mode of using it, the course of conduct which the proprietor might reasonably be expected to follow with

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a due regard to his own interests all these things, greatly varying as they must under various conditions, are to be taken into account in determining the sufficiency of a possession".

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10 The witnesses on this aspect of the case, who are entirely almost uncontradicted, consist of Roseliza herself (now dead) her daughters Miss Price and Mrs. Lightbourn, who were there since childhood, that is to say from the end of the last century, Mrs. Lightbourn's children Cyril Robinson and Mrs. Ford who knew it from the 20's, and the corroborative evidence of the one time employees.

20 Applying Lord O'Hagan dictum to the present case; the land in question is approached by sea across Nassau Harbour and during the relevant period large areas were covered by rough bush or scrub, indeed a great portion of the land was undeveloped.

Sectionally and looking south to north the land is rocky on the south coast, rises to a small hill and then slopes down to the north. This area is known as the "Black Land" and further north there is another dip stretching out to the south containing a belt of "White Land" and then the beach. There is also a marshy pond to the north east.

30 During the 1920's and '30's the evidence is to the effect that there were only two or three houses at the most on Hog Island, the general practice being for "farmers" to sleep in Nassau and visit the farms by day. Nobody could say it was good or rich farming land; there was the difficulty of access and it was mostly coral rock with only pockets of soil, and from the monetary point of view it was, prior to the last War, practically worthless.

40 In the 1920/30's farm labourers drew anything from 1/6d. to perhaps 3/- or 4/- a day. It is only since the last War when a considerable amount of capital has been poured into the island that it has become of any monetary value.

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Turning now to the use to which **Roseliza** and Victoria and their families, workmen and agents put this land; the evidence is of considerable volume and I do not propose to review it in detail. It is, however, quite clear that from the Testator's death at Moore's Island in 1913 until the middle of the last War when the two sisters were becoming very old, and indeed Victoria felt she was physically unable to make the trip herself, these two sisters or one of them or one of their family or employees crossed over to the land almost daily, "pretty well every day" as Mrs. Lightbourn said. Both Victoria and **Roseliza** had boats, indeed in the early days more than one each and they employed or obtained labourers to scull them over and to assist them in the farming on the other side. The farming was rough, because most of the land is rough and rocky, and I would say typically Bahamian. Fields were already cleared by 1913 but thereafter more fields were cleared i.e. the bush was cut down and crops planted. In the first twenty years after the death I am satisfied that this type of farming was quite extensive, that both Victoria and **Roseliza**, who were then younger, had several "fields" each, as much as 3, 4 or 5, and on occasion employed as many as half a dozen farmers each. Evidence has been given by some of the employees. The crops were again typically Bahamian farming products, cassavas, peas, melons, beans and so on; they are specified in more detail in the evidence.

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The entirety of Lot 8 was not cleared; in fact aerial photograph No. 1 gives a fairly good idea of the clearance in the year 1941 - this shows clearances made in previous years although, of course, it must be borne in mind that new bush had grown in some of the previously cleared areas. But there was of course, no need to cultivate the entirety; the farming was not done on a commercial basis but rather for the needs of the families concerned; those needs were fairly extensive since, for example, Mrs. Lightbourn at one time had nine children to feed including the grownups and a number of others living at the house. The labourers also took

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some produce themselves. It was, however,
clear that the farming can only be regarded
as family farming, clearing the fields where
necessary, working them until they expired
leaving them to lie fallow and then moving
on to others. In my judgment, however, it
was a type of farming which was in complete
conformity with the character of the
neighbourhood in those days. There was
10 nothing very special about the Burrows family
and my impression is that they were just
ordinary, average native Bahamian farming
types. As Mrs. Lightbourn put it "we had
been raised farmin' at Moore's" and they farmed
this land as one might expect any other
Bahamians of their type to have done. Their
activities were not confined to the "Black
Land" but appropriate crops were sown in the
20 "White Land" as well, in fact I am satisfied
there was cultivation all around the central
house. The land was not only used for crops
but enjoyed in many other ways; until recent
years there were abundant growths of what are
called "tops", these are silver topped palms
which are particularly sought for plait
material for baskets and so on. Roseilia's
and Victoria's families allowed friends and
others to pick this when needed. There were
wild sapodilla, sea grapes and pears about
30 the land and in season these would also be
sought out by these two families and their
friends. On the beach and south of the
beach there was a profusion of cocoplums and
these again were in great demand and enjoyed
during their two seasons a year. In the
days before gas and electricity came so
extensively to New Providence there was also
a demand for fire wood and this was cut where
available throughout the Lot. There was also
40 a supply of a rather special type of wood
called torch wood used particularly for
catching crabs. When bathing or surfing was
desired the beach to the north was used;
whenever friends wanted to shoot they were
allowed to do so over the pond to the north
west where ducks were found in season.

Roseliza's husband kept sheep and goats and a

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stone pen was built for this purpose consisting of various enclosing walls: this was erected in the centre of the land near the house. The husband incidentally assisted in the farming and had fields until his death in 1936.

Lastly and perhaps most important of all in the early 1920's **Roseliza** built a house on the top of the hill, they had it brought all the way from Abaco and erected it there. It was of course only a wooden house but it had two rooms and was used regularly. It was also used by the family to sleep in on various occasions and was used on occasions for the convalescence of their sick children. Later it was used by "caretakers" like the Millers. In addition in the early days there was a rough shelter on the south shore.

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Now all these items taken separately may be insignificant but when they are regarded en masse and when one considers what Lord O'Hagan referred to as the "peculiar circumstances" of the area it is clear beyond any doubt that **Roseliza** and Victoria entered into exclusive possession of this land, and the evidence substantiates such possession from 1913 until their deaths, and since then by their successors in title. It is true that actual physical possession was not made over every inch of the land but the entire Lot was enjoyed, used, and occupied to the same degree that one might have expected from any other similar owner; the case is to be distinguished from that of Glynn v. Howell in that over the years in question I am convinced that at one time or another almost every foot of the land would have been visited, explored, and looked at or listened over, and that of course cannot be done with solid coal. In this connection I think it appropriate to say that in Petition No. 171 of 1960 **Roseliza** was claiming land lying to the west of Lot 8; she failed to establish any documentary title in that case, which therefore distinguishes it from the present and the Court held against her claim to a squatter's title. It held against her because her acts of possession did not

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reach the standard the law requires of a trespasser seeking to prove ouster of the true owner; but that case did establish that **Roseliza** and her family exercised considerable activity over Lot 8 and that Lot 8 was so to speak their headquarters. I should perhaps make it quite clear that there is far more evidence of possession in the petition now before me so far as Lot 8 is concerned than there was to the land to the west; and a great deal of it is of far greater potency e.g. the building of the cattle pen and of the house to name but two items: also as I have explained previously the relevant law is different.

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In my judgment, if I be right as to the law applicable to this case so far as the standard of proof is concerned, there is no question of constructive possession and the adverse claimants have proved actual possession of the whole in the normal sense of the phrase. Alternatively there is certainly constructive possession. As Lord Blackburn said in Lord Advocate v. Lord Blantyre (1878) 4 A.C. 770 at page 791:

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"all that tends to prove possession as owners of part of the tract tends to prove ownership of the whole provided there is such a common character of locality as would raise a reasonable inference that if the barons possessed one part as owners they possessed the whole, the weight depending on the nature of the tract, of the kind of possession that could be had of it, and what the kind of possession proved was."

And per Lord Abinger C.B. in Jones v. Williams 150 E.R. 781 at page 784:

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"so I apprehend the same rule is applicable to a wood which is not enclosed by any fence; if you prove the cutting of timber of one part I take that to be evidence to go to a jury to prove a right in the whole wood although there be no fence or distinct boundary surrounding the whole."

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There is one further point to be dealt with in connection with section 12: the requirement of this section is that a co-tenant relying on the Act must have taken possession "for his own benefit", or for the benefit of persons other than the other co-tenants. During this Petition, and the earlier one No. 171 of 1960 (when **Roseliza** was alive and claiming adjacent land to the west and which, of course has been put in evidence in this case now before me), evidence was adduced to show that Roseilia was on friendly terms with her brothers and sisters and would have welcomed their return to the land to assist her in the farming: the question arises as to how that evidence should be construed. For example in the present case **Roseliza's** daughter Miss Edith Price was satisfied that her mother would have been glad of help but that none of her uncles or aunts or even her cousins ever came: that her "mother said she was holding for her brothers and sisters but they would not come so she gave up the idea". 10 20

Roseliza's grandson Cyril Robinson said that once his uncles and aunts had left the Bahamas he was sure his Grandmother intended to keep the land for herself, and **Roseliza** herself in Petition 171/60 under cross-examination agreed that she was friendly with her brothers and sisters and in short didn't wish to harm them: I have the advantage of having presided over that trial and remember clearly that the old lady, she was 99 or 100 years old then and quite a character, was a little confused at first and did not catch the drift of Counsel's cross-examination but when she did she was quite adamant that she considered that when her sisters and brothers had died the property was hers and she explained her attitude by saying that over the years she had paid all the expenses: and of course she had worked there. 30 40

Having heard and seen the witnesses and carefully considered the matter, I have no doubt that what **Roseliza** intended to convey was this: that she had no quarrel with her brothers and sisters, but they were never with her on the land, they never helped her, or contributed

anything: she and her family worked there and paid the expenses there - if any of her brothers and sisters had, in fact, come along they would have been welcome - but they didn't - and in fact some of the co-tenants had emigrated to the States; accordingly she felt the land on their deaths was hers. Now what effect does this have on her interim possession? In my judgment it was still clearly "for her own benefit:" she worked the land - she and her family ate and used the produce: there was no sharing of profits or crops with the other brothers or sisters and no accounting, nor were any demands for an account or otherwise made by the brothers and sisters.

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1965

- continued

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In short, whilst **Roseliza** was in possession that possession was for her own benefit - whatever her motives and feelings for the future might have been: her co-tenants got no benefits from it at all except the possible odd gifts of vegetables to Cousin John's family. Motive per se is in any event irrelevant. The fact is that **Roseliza** and her successors entered not only into possession of the land itself, but into the receipt of the profits thereof: there is not one iota of evidence to establish any agency for her co-tenants during the time in question or that she was a bailiff for them and in this respect the case is similar to Hobbs v. Wade (Supra).

The evidence in question relates, of course, to **Roseliza's** possession only: the only evidence of Hanna's intention is that she didn't agree her brothers and sisters had any interest in the land ("that cost her too much"): and it is quite certain her possession was for her own benefit.

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We are also told that over 30 years ago **Roseliza** asked her brothers (without getting any answers) to come and help but the evidence on this point is extremely nebulous and cannot possibly amount to an acknowledgment under the Statutes: there is also evidence that the nephews and nieces were never referred to in this connection.

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Having carefully considered all the relevant evidence, I have no doubt that the Adverse Claimants have established possession from 1913 to the present day for all the land and all the estates therein save Nehemiah's 10/105 share, when time began to run in 1917, and the Webb and Hall shares when time (taking the view most favourable to the Petitioners) began to run in 1939.

In the case of all the co-tenants, therefore, 10 more than 20 years have run and by virtue of section 34 of the 1833 Act the paper title to all those shares has been extinguished, save that of Clarence Asgin's sixth in which the Crown are interested.

Furthermore, and should I be wrong as to the law relating to the standard of proof required by one tenant in common against another, that is to say should the law in this case require proof of ouster and dispossession of the co-tenants or an intention to dispossess and disseise, then I would be prepared to find that since the respective deaths of the brothers and sisters and grandsons that intention was in the mind of **Roseliza**, and that on the evidence it was in the mind of Victoria since at the latest 1930, and that their occupation thereafter was inconsistent with the retention of any rights by the co-tenants (or their successors in title as the case may be) and that accordingly all the titles are barred save that of Veronica Murray and Joseph Burrows both of whom died less than 20 years ago; namely, in 1954 and 1946 respectively. In my judgment, of course this is not the law and the question does not arise.

The Petition is accordingly dismissed and the question of the form of order and costs is adjourned sine die into Chambers.

GEOFFREY SEARE

Judge.
19/12/63.

40

ADVERSE CLAIMANTS' EVIDENCENO.10EVIDENCE OF EDITH AUGUSTA PRICE

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Adverse
Claimants'
Evidence

No.10

Edith Augusta
Price

Edith Augusta Price d/s. Shirley Street.

Mother: Roseliza Price

Father: William James Price

Grandfather: John Alexander Burrows.

Grandmother: Elizabeth Burrows.

10 Margaret was my mother's eldest sister.
She married a Mr. Webb - I remember seeing
him - but not Margaret. She was dead when I
was born.

They had Percy Webb - he married Annie Brown -
I knew her. Do not remember when they married;
but I knew them both.

20 They had no children. Later he and his wife
went to U.S.A. They were older than me. He
died and then she died - both in the U.S.A.
I knew nothing of Percy Webb's father - never
heard of relatives in Nassau.

Margaret died when Percy a baby Mamma told us.

Clarence Askin or Haskill was my aunt Eugenie
Higgs' son - her husband was John Higgs - but
Clarence was born before their marriage - so
was their daughter Annie Higgs whose father
was John.

Don't know father's name of Clarence. I did
not know Clarence's father - his dad.

30 I knew Clarence - lived in U.S.A. - married -
not know wife's name - had a little boy - died
shortly after his father - then mother died.

I tended an envelope I found amongst my mother's
things (Ex. A.3 - Shews name "Haskill")

My uncle was Nehemiah - he married first Ellen

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No.10

Edith Augusta
Price

(Continued)

Aulbrey - she died.

His second was Sarah Davis.

He had quite a few children by the first
marriage - over 7: he had no children by the
2nd marriage.

I knew Nehemiah & Ellen.

NEHEMIAH:-

Eldest.	Margaret. Bell (nee Burrows) dead	
2	Anna Gill (she's alive)	
3	Howard died unmarried	10
4	Susan dead - not married	
5	John dead - not married	
6	Nehemiah dead - married Corinne - no children	
7	Freddie or Alfred - alive	
8	Harold dead - unmarried	
9	Elizabeth dead unmarried	
10	Ellen dead married - lived in N.Y.	

Corinne is still alive.

Ellen - don't remember her married title. 20

Howard died young - about 16/17 yrs. old.

Eliza Hall

She married Benjamin Hall.

She had two children (illegitimate) before
marriage - Leon & Pestereka - their father was
Sammy Swain.

She had no children after marriage.

Veronica Murray - an aunt, married Joseph
Henry Murray.

Had Muriel a lawful child - still alive 30
She married twice - first Atwell
second - can't remember.

Joseph Hopeful Burrows - an uncle - called "Hopey"

He married.

He first left for U.S.A. - young and single & settled in Oakland California: died there.

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My mother never heard from him - but aunt Victoria told us that Joseph was married.

Adverse
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I heard he had 2 daughters - can't remember names - They never came to Nassau.

No.10

Don't know if alive or not.

Edith Augusta
Price
(Continued)

10 My aunt told me one of daughters had a son Sandford or Handford - they were living Oakland - born in Pittsburgh I hear.

This is the only child I heard of.

Can't say whether alive or dead or still there.

Aunt Miriam.

The youngest aunt, Married Soloman Stuart.

20 My mother told me that Miriam lived with her - and my mother, who was a nurse, nursed her, and she had two children before marriage. My grandfather would not let her get married.

After they married they had another 2 - i.e., 4 in all.

The two first children were:-

{Setella Carey (nee Stuart) married George
{Carey.
{Benjamin

Then 2 born after marriage:-

{Felix Benuthi Stuart
{Wilfred Stanley Stuart

30 I personally knew Miriam & Solomon - I remember their marriage - in aunt Hanna's house in Canaan Lane by Father Roberts - Minister St. John's Baptist Church.

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Evidence

No.10

Edith Augusta
Price
(Continued)

I was very small but I was at the party -
I saw them.

They had the 2 children.

My grandfather would not let Solomon Stuart
marry Miriam at first because John Burrows
sister Mrs. Daphne Sands' daughter Minnie
had had a child by Solomon. Then when Mrs.
Sands died Miriam & Solomon got married.

I am sure there were two children when they
got married - the first was 18 months younger
than me, small, and there was a young baby,
Benjamin. 10

Grandfather died in Moore's Island Abaco -
I was 18/20 yrs. old. Buried there in his yard.

Wilfred died here in Nassau - he was married -
had no lawful children. His wife's alive.

Felix has been away - 30 years about.

Heard he was in Jacksonville & married -
do not know if alive or dead. This was his
address according to his mother when he last
wrote her. Don't know if children. 20

My grandfather owned land at Hog Island.

I went over as a child as long as I remember
my father took me - and different people Mamma
hired /Mamma had own boat/ sometimes two.

As little girl I went to Victoria School -
with eldest sister Beatrice - we then walked to
Fort Montague & our father came over for us.

This land was N. of the fort - straight over.

No house there then. My father and mother had
fields there. 30

Aunt Hanna & P.C. Hanna were away then as a
P.C. over to Inagua over to Acklins.

My grandfather I never saw work there - he
lived at Moore's Island used to Register
Births, Deaths & Marriages at Sandy Point)

Moore's Island)
& Gotha Cay)

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and used to come over in connection with that and when Mamma sent for him. But he lived at Moore's Island & spent most time there. He never had anyone working there for him.

Adverse
Claimants'
Evidence

None of my family worked there until my Aunt Hanna came in. This was before
10 grandfather died.

No.10

Edith Augusta
Price
(Continued)

Mrs. Hanna had a lot of people working for her - my father had sheep and goats: they even were kept in walled pasture - in middle of island high ground - the farming i.e., the fields were N. & S. of the Island.

My father the only one on this land to keep goats and sheep.

My mother & father employed help there so did Hanna. They had plenty - sometimes 6 or 8.

20 They were employed - no share cropping.

They allowed people to get "Tops" for plating basket etc - there was plenty of silver tops there - on N. a lovely beach - we picked coco plums.

Grandfather died 1913 - I was 18/19. Father & Mother & Hanna still alive and working on land then.

Mother (continued) in her own boat - find people to take her. Same for Hanna.

30 My father continued - he died February 21, 1936 but had a stroke a few years before that.

Neither before or after 1913 did any aunts or uncle work on the land.

Percy Webb - did not work there - he left before Grandpa died - never returned - never employed anyone to work there.

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Adverse
Claimants'
Evidence

No.10

Edith Augusta
Price
(Continued)

Clarence - lived at Moore's Island, and then went to U.S.A. before grandpa died .. He returned here once about 40 yrs. ago/ never been to Hog Island or employed men there.

Uncle Nehemiah. I've never seen him there or employing men there - he was a sailor on the Bishop's yacht.

Aunt Eliza - never worked there nor her husband - she was a washer-woman - nor employed men over there. 10

Nehemiah's wife Ellen had 10 children and never visited Hog Island.

Children of Aunt Eliza - both died young & never worked Hog Island.

Aunt Veronica - did washing - went to United States 50 yrs. ago - used to visit on holiday. Joseph Murray worked at sea on Mr. Willie North's boat - sponging.

Uncle Joseph 'Hopey'. 20

He left here before land was bought.

He never worked on Hog Island.

His daughter never did - or employed anyone.

Sandford has never been to Hog Island - or employed men there.

Aunt Miriam - She was a Nurse - like my mother - never worked on Hog Island, or employed anyone. As to the children Setella used to go with my mother but not the boys - she used to go with me - we were grown girls. Benjamin not there. Felix not there. 30

I went a lot - but didn't like it - I don't like snakes or the sea - she compelled me.

I stopped working there when she stopped - She became disabled 17/20 years ago & stopped

working there.

I visited there after. She employed people there - her knees were painful. She was over 80 then.

Percy Webb - must have been about 30 when he went to U.S.A.

Clarence was over 21 when he left Moore's Island - he was not as old as Percy.

Eliza Hall - never lived in the U.S.A.

10 Veronica Murray - left over 50 years ago.
A married woman - left a daughter here.

Miriam - never lived in U.S.A./ lived at Moore's Island once / but then Nassau.

Joseph (Hopeful) left here before I was born - he was next in age to Victoria who followed my mother.

John Burrows - son of Nehemiah: I never saw him at Hogg Island in my life / he never employed anyone there. Same for his children

20 Mizpah Burrows
John "
Fred "
Eleanor Parottl
Joycelyn Moxey

Anna Gill left here about 21.

Fred Burrows Went to school at Key West - returned 2 years ago for first time.

30 Nehemiah (Husband of Corrine) died here middle-aged - went to U.S.A. young - returned & died here.

Margaret Bell - left young & single approx 20 - married in Key.

West - returned here 50 yrs ago - died here in Nassau.

Howard died young as a boy in Nassau.

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Evidence

No.10

Edith Augusta
Price
(Continued)

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Adverse
Claimants'
Evidence

No.10

Edith Augusta
Price
(Continued)

Susan - died 15/16 yrs of age.

Harold - died about 26 years ago - a young man.

Elizabeth - died almost at age of 50 yrs.

Ellen - died young in N.Y.

None of these children of Nehemiah were in possession of the land at Hog Island - or employed people there.

I remember as a child a rock hut - shelter - thatch top - only 1 side for shelter on S. shore.

The house - my mother built a house opposite Fort 10
- right on the hill - after my grandpa's death -
I was a grown child / wooden building - 2 rooms.

I never left there - my sister, mother and Aunt Hanna lived there on two occasions - from a Monday to a Saturday, 10/12 weeks in all - I remember they had sick children to take in the sea.

27 yrs. ago & 32 yrs. ago (Court 1930!) I say this because I remember the children's ages.

House there long before that. 20

The Millers lived there 9 years ago

Walter Ferguson before that. /no one lived there before Ferguson - this was before mother stayed there - house not yet built when father died it was built 10/20 yrs. after his death.

The Years after Gradpa's death.

There was no time my mother/aunt Hanna stopped until they got too old.

Mother was also a mid-wife.

Aunt Hanna used to wash - she stopped washing 30
& attended Hog Island entirely.

The present house was given to Miller in place of the old house which was where the road now is - in Feb. of this year.

The judge saw the old house in 1961.

Alpheus Miller & wife have been there 9 years ago - my mother put them there as caretakers - & they gave her some of the crops. They still occupy same positions.

He used to go since he was 15 years old - then he went to Cat Island - his home, then returned here.

10 Before Miller, there was Ferguson quite a few years about 5 yrs - he used to have spent week days there.

Walter Lightbourn / William Hall were appointed by my mother as caretakers after she was ill - they used to shoot there. - don't think they farmed.

Henry Butler used to shoot there and help my mother/ His father Butler also used to help mother - he's dead.

20 There was a caretaker before Walter Ferguson - used to take Mother over in a boat: When mother was ill he stayed on - used to stay in the house: it was a woman.

After she was ill she always had someone over there.

1910 to 1920

Mother used to grow:-

30 Casava
Pumpkin
Peas
Corn
Potatoes
Vegetables
Onions

South side - blackland - Peas, pumpkins casava, potatoes, okras.

North side - Onions, Irish Potatoes, cabbage whiteland and the "tops".

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Evidence

No.10

Edith Augusta
Price
(Continued)

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Adverse
Claimants'
Evidence

No. 10

Edith Augusta
Price
(Continued)

The House was on top of the Hill.

The Boundaries

I knew it was Lot 8.

N. Boundary - Sea.

S. " - Sea.

E. - There was a wall - made of rubble.

Starts N. of S. coast - & not to sea
on other side - not even near.

West - the boundary was quite a few yds of
the house - perhaps 50 yds. (Demonstrates to
Rawson Square).

10

My mother and Aunt Hanna had several fields of
3/4 acres each.

Mrs. Hanna stopped working a few months before
my mother - there was only 18 months between them.

They became poorly during the last war - did not
work the whole of war there - but there when war
started.

Before that my mother went constantly.

Nobody ever tried to stop her or interfere in any
way - she had no trouble - nor Mrs. Hanna - after
return from Inagua.

20

Mother employed:

Miss Tucker
Mr. Butler
Walter Lightbourn
William Hall
Miller
Ferguson
a Miss Clarke

30

No relative ever said a word to Mother or made
any claim.

I lived with my mother all my days. We lived in
Shirley Street 32 years.

Before that on Hawkin's Hill.

I had quite a few relatives living in Nassau
- Nehemiah lived near us - but died at
Andros - worked on Bishop's yacht.

After mother stopped; the people working
there gave her produce: only her people
worked there.

10 I knew that my grandfather had left it to
my mother, uncles & aunts, - but since his
death only my Mother & Hanna have occupied
the land. My Mother would have been glad
of help.

XXd

I am 69 - Mother said I was born Jan 6th 1894 -
but Register says Jan 26 1893.

Marriage of Miriam & Solomon Stuart. I was
pretty small at time./

Setella younger than me, & 2 yrs. older than
Benjamin -/ I was $3\frac{1}{2}$ yrs older than Benjamin.

20 Miriam was mid-wife at Moore's Island but came
to Nassau after she had a stroke - she had a
stroke & died here - was brought here. - we
would have been glad if Miriam - or any or all
of my Uncles or Aunts had come onto the land.

Agrees Cousin John also welcome - but never came.

Agrees " Fred also welcome - as son of
Uncle Nehemiah.

Deny Mrs. Hanna gave John shares - or his
children after his death.

30 There was enough for her to share.

Q. Then farms not very large?

A. Pretty large.

After mother stopped farming in the war the people
there used to produce - cabbage, casavas,
potatoes, corn, yarms, peas.

In the Supreme
Court of the
Bahamas
Equity Side

Adverse
Claimants'
Evidence

No.10

Edith Augusta
Price
(Continued)

In the Supreme
Court of the
Bahamas
Equity Side

Adverse
Claimants'
Evidence

No.10

Edith Augusta
Price
(Continued)

I used to go 3/4 times a year: Miller and others took me over - agree in coco plum seasons - there are 2 seasons.

All was low bush until Mother stopped.

There was a coppice when I was small - but that was cut long, long ago.

There was no high bush in 1954.

Aunt Hanna cut the last coppice.

Agree bush grows again - but not too high.

Agree we worked a field until it was exhausted and then moved onto others.

10

Deny farming was chiefly to the South.

To the N. onions. Peas.

Grew just as good in the white land.

We ourselves did not pick tops - we allowed others.

Agree many people went over to Hog Island for swimming/shooting/ coco plums/ tops before bldg. there.

Agree I have never put anyone off the beach.

20

Cousin.

Yorrick Williams - Know him - deny he worked for Cousin John on the house - Mama paid him.

He repaired leaks - he shingled it.

Alpheus Miller also repaired - but at a different time.

The farms now are fairly large - quite open - they are open - and not in pieces like my mother had: so cannot say how many acres.

He has opened from N. to S.

30

This has been since he farmed there - 1954.

Deny high bush before that - only low bush
- i.e., 6 feet.

William Hall)
W. Lightbourn) Caretook after Mother
) left (in the war).

She sent them over there to take care of
place.

(Hall is dead
(Mr. Lightbourn lived E. Bay Street

10 Agree they never lived there - Neville Hall
made little farms there.

My mother sent them.

Resumed 27th Dec. 1963

(Cts. on same oath)

Deny John went to land weekly - never saw
him there.

I wouldn't say he had the rights - that
wasn't before me.

20 Young John I heard he was drowned - I spoke
to boy he was with - in Harbour on way to Hog
Island. Deny going to Lot 8 - never went
there.

In 1953 Mother put Robert Miller there at
that time.

Victor Dean)
Selwyn Ferguson) were farming before
Miss Pratt) Robert got there

When he got there they had left there.

30 But Hall)
 Walter Lightbourn) were there as care-
) takers - he was there
) everyday.

Mother never tell him to farm - he went
morning & evening.

I suppose he walked over the land - he
kept off.

In the Supreme
Court of the
Bahamas
Equity Side

Adverse
Claimants'
Evidence

No.10

Edith Augusta
Price
(Continued)

In the Supreme
Court of the
Bahamas
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Adverse
Claimants'
Evidence

No.10

Edith Augusta
Price
(Continued)

I don't know whether paid or not.

Deny high bush when Miller went on.
Deny 20 yrs. old.

Butler was there 32 years ago

After Mother

(Victor Dean
{Selwyn Ferguson
{Selwyn Cunningham

When Robert Miller went on only small places
were under cultivation - but he cleared.

10

I was ignorant of sale of husbands land by Hanna
to Charles Bethel.

Aunt Hanna did not work on it.
She & Mother showed me that land - it ran from
sea to sea - but came an end to West of my
grandfather's land.

Aunt Hanna - Kept 2 boats and mother 2 - they
hired people to take them to Hog Island.

Deny Cousin John took Aunt Hanna over or his
children.

20

Deny any shares given to John or children.

Mother said she was holding on for the brothers &
sisters - but they would not come so she gave up
the idea: she wanted them to come and help her -
but they would not. She wanted her brothers and
sisters who were old to come - she wrote to them.
When they were not interested she became satisfied
about them. When she got no answer and saw they
were disinterested she became satisfied and carried
on by herself.

30

Adell Evans is mother of John's children.

Mother could not hear too good - Adell Evans
spoke to Mother - I left them.

I know mother would not talk business unless
we were there - because she could not hear.

Adell not there long - she spoke to her.

If any business she would call us.
Mother heard Adell enquire as to how
feeling.

I went out to back - then later saw her out.

Deny Mamma told Adell she wasn't stealing
their land and the children's land was
still theirs - she would not hear her.

10 Cyril)
 Adell)
 and her children) Agree we went to
 and we) Adderley's office.

In the Supreme
Court of the
Bahamas
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Adverse
Claimants'
Evidence

No.10

Edith Augusta
Price
(Continued)

Later Adell and her children arrived - and
"kicked up" a noise etc (Discussion between
Counsel as to whether negotiations etc.
for settlement were w/o prejudice).

Re-examination

After Mother fell ill the following were
sent by her:-

20 Victor Dean
 Selwyn Cunningham & his son
 Miss Pratt
 Walter Ferguson
 Tucker
 Mr. Butler
 Albert Cornelius
 & lots of others.

30 They all worked fields in different parts
 - between mother's illness - and Robert
 Miller arrived.

The House was built after Clarence over
here 42 years ago - so house built about 40
yrs. ago.

It was there at time of 1926 Hurricane in
July.

Walter Lightbourn) all shot - but they did
William Hall &) not work any fields there
Neville ") - Mother asked them to
) keep an eye.

In the Supreme
Court of the

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Adverse
Claimants'
Evidence

No.10

Edith Augusta
Price
(Continued)

At the same time Victor Dean, Selwyn
Cunningham & so on had their fields there.

Lightbourn & Hall had shot there before.
Ducks - the pond to N.E. of property. They
weren't working for her.

Per curiam The land was not worth much at
time of Second World War - but is why nobody
bothered with it except my family. Whilst
mother's brothers & sisters were alive she said
she was holding for her brothers and sisters; 10
but when they died she never said it. Aunt
Victoria did not agree - she said it cost
her too much - she was not concerned over
brothers and sisters - and if £1 was spent
Mrs. Hanna would offer 10/- Mamma would not take
it.

She never expressed concern over the nephews
and nieces - never spoke of them.

During the War there was a period when
no one was allowed over to Hog Island - but 20
fields were there - but Mamma and her family
did not go.

It didn't last for so very long - but bush
grew. (Good witness - memory).

NO.11EVIDENCE OF BEATRICE LOUISE
LIGHTBOURNIn the Supreme
Court of the
Bahamas
Equity SideA.C.W.2 Beatrice Louise Lightbourn D/S.
Shirley Street.Adverse
Claimants'
EvidenceNo.11

Mother was Roseliza Price.

Sister of Edith - I am 2 yrs 9 months older.

Beatrice Louise
Lightbourn

I knew Percy Webb.

10 His mother was my eldest Aunt, Margaret Webb -
I've seen her husband "Dada" Webb. - the old
people said he was stranger here.

Percy was the only child - he married here in
Grant's Town - he had no children - he and
wife went to U.S.A. - at time I was a young
child. I was 20 - they were much older than me.

My father was alive when they left.

After many years he wrote via - my husband on
the "Mystery J" run to my mother.Finally wrote sending a parcel - not too well -
and then he died - I heard of his death.

20 (Good Witness)

I knew Clarence Haskell - his mother was Eugene
Higgs - don't know father - Eugene married John
Higgs - Clarence born before this marriage.Clarence married in United States - I heard of a
boy - heard died as a baby - Clarence told us
on his return to Nassau he only had one child.On his return to U.S.A. he used to write mother -
then he took sick and died shortly after return
to U.S.A.30 I have heard his wife is dead too - from my Aunt
Veronica who lived in U.S.A.

I knew the land Hog Island - I was schoolgirl -

In the Supreme
Court of the
Bahamas
Equity Side

Adverse
Claimants'
Evidence

No.11

Beatrice Louise
Lightbourn
(Continued)

went with mother - she worked field there -
I went pretty often - after school - every-
day after school. She had people working with
her.

Mrs. Hanna on occasions.

After Grandpa's death - this carried on - we
had been raised "farming" at Moore's.

Mamma now had 1 boat (a big boat) and Hanna
had 2 - went pretty well every day - except when
nursing - and even then she went from the
Eastern Fort after nursing out East. Mother/Hanna
built house on the hill. 10

The house was brought from Abaco and built on
Hog Island before the 1926 Hurricane.

I used to stay there with Hanna at times 12 weeks
at a time in 1923.

I had a sick child with me - the others over in
Nassau going to school.

Mamma would stay sometime.

This continued in the 1920/30's. 20

The Doctor told Mrs. Hanna to stop because of
blood pressure - so she stopped and sent other
people. - this was about 2 years before her
death in 1945.

But Mama continued up to and after Mrs. Hanna's
death - every week - unless too rough.

Mama stopped about 6 years (seems doubtful) after
Hanna's death. Then she put Robert Miller on
land/ then Alpheus Miller.

I myself went often - every one or 2 weeks up to
2 years ago - to look at the place - berries -
wild dillies - I liked it. 30

Other Members of family.

Never seen any others on land except Mama &
Hanna.

Cousin John - Know him well - friendly - he never worked a field - he went to the War I think Jamaica / never farmed Hog Island nor his children.

In the Supreme Court of the Bahamas
Equity Side

Uncle Nehemiah was a seaman - no farming - on Bishop Shedden's yacht.

Adverse Claimants' Evidence

Aunt Eliza - a washerwoman. Benjamin a carpenter, no farming.

No.11

10 Aunt Veronica (Sophenia) Murray - went to U.S.A.

Beatrice Louise Lightbourn
(Continued)

Uncle Joseph (Hopeful) - married. 2 daughters - went to United States - California. I heard one of the daughters had a son Sandford: He has never been to Nassau to my knowledge.

Aunt Miriam - married Solomon Stuart 4 children

{Setella - eldest
{Benjamin

20 but they weren't married yet.

{Felix married then
{Wilfred " "

I know when they got married in Hanna's house, Canaan Lane by Fr. Roberts - they already had Setella a little girl and baby Benjamin.

I remember Miriam Stuart lived with Mama - Setella stayed Hanna and Miriam had baby.

I was living in Hawkins Hill.

30 Mamma was a dressmaker (before Nurse) and made a dress for Miriam. Setella about 2 years old.

She could have been married before but the old man stopped it. - but Solomon had a child by daughter of grandpa's sister - in the family - family didn't like it.

Setella used to go with Hanna as a child - with Edith her friend and after they grew up friends.

In the Supreme
Court of the
Bahamas
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Adverse
Claimants'
Evidence

No.11

Beatrice Louise
Lightbourn
(Continued)

Benjamin was in a bar.

Felix was on a boat - bootlegging - he never came back - I have heard he was in Jacksonville - whether dead or alive do not know.

Wilfred - died here in Nassau.

Uncle Nehemiah

Had 10 children - they have never worked on Hog Island - refers to those specified at p.10. - nor employed anyone. In 1934 child sick again - went for 10 weeks. - with Hanna and Mamma. Used to going 2/3 weeks at a time. We slept there.

10

Mamma & Hanna used to employ a lot of men and women.

Mr. Willie Hall and his boy Neville were allowed to go and shoot until the 50's when Police stopped the shooting.

The Miller brothers cut top on the N.

My father cut it.

My father did not farm.

20

We cut wood for baking - from anywhere on the land we wanted. Miller brings it now - I have always cut wood from the land for my stove - never gave anyone any permission. Family have bathed in sea.

Boundaries

(N - Sea
{ S - Sea
{ E - there was a wall on part of E. boundary
{ Western boundary - there was a stake -
and Tamarind Trees.

30

Could not see the W. boundary from house - maybe the bush. Mamma kept fields. N. & S. (black) - and all around the house.- but not immediately N. of the House.

These fields were kept by Mamma at time she stopped working there. After that she had:-

(Clifford Dean
(Hosea Ferguson & his father (dead)
(Wilbur Dean
(Dean's father
(Alfred Cornelius (dead)

In the Supreme
Court of the
Bahamas
Equity Side

Adverse
Claimants'
Evidence

No.11

10 over there. They kept big fields - you have to call people across them by voice.

Mother did no share-cropping - X (Witness describes the various vegetables & crops grown and found like coco plums).

XX'd (Callender)

My father a carpenter.

Mr. Hanna kept his property.

Mrs. Hanna kept on her father's land.

Hanna had left the Police when he was working there.

20 Deny Cousin John took Mamma over in boat. Deny he repaired House at own expense.

Hanna brought Yorick Williams, he did the repairs.

Don't know Cousin John's job - born in Dowdeswell St. Mostly "sitting on the Parade taking the cool" - he had plenty children.

Agree I was on friendly terms.

The children never that I saw went to Hog Island.

30 Only Setella Carey & Annie Sands came over.

Produce. We ate it - never sold it.

Agree lived with my mother.

Beatrice Louise
Lightbourn
(Continued)

In the Supreme
Court of the
Bahamas
Equity Side

the 4 women me,)
 Hanna, } ate all the produce
 Mamma, } from the fields
 Edith)

Adverse
Claimants'
Evidence

Some of the labourers were paid 3/- to 4/-
a day. Sometimes 4 or 5.

No.11

Beatrice Louise
Lightbourn
(Continued)

Mamma gave stuff to friends and patients.

She made a living as a nurse, she had a
certificate - that's why she gave food to clients.

She would nurse in a.m. - and after nursing she 10
went over to Hog Island.

Even during the 12 weeks stay - she nursed over
in Nassau.- a Mrs. Styles (?)

Benjamin Stuart born in Nassau.

Setella born in Moore's Island.

Miriam did not come to Nassau specifically to
marry. I remember Parson Saunders baptising
Benjamin. Benjamin - don't know his age then./
I was not present. Baptised not long after his 20
birth.

Setella and he Christened at same time in St.
Matthew's Church, Nassau.

Benjamin christened not longer than 3 months after
birth.

Benjamin was christened after the marriage to
Solomon Stuart - but not as long as 6/7 months
after.

I was around at the wedding - but did not attend
it. I wasn't allowed to attend - I assume Edith 30
was the same.

I was in the yard of Hanna's house - although I
agree I had been ordered to stay home.

Miriam returned to Abaco after her marriage.
Miriam stayed with Mamma to have Benjamin born
there - and then stayed (2 years) and got married.

Solomon came down to marry running on a boat between Abaco and Nassau -

Q. You don't know if Benjamin born after the marriage?

A. (Witness shakes her head).

I know she had 2 children before marriage.

I say he was born before the marriage.

Height of Bush.

10

Agree high coppice needed for shooting.

Agree only a few years ago the high coppice existed.

Agree before that the West. Boundary had a lot of high trees.

Deny high bush to N. - only coco plums etc.

There were fields N. of the pasture - then plums.

Wemner Gren's Coy first road we couldn't even see it for high trees. Fields were in the N. before 7 yrs ago.

20

We work on fields by working them out - then leaving them to go fallow - and then elsewhere and so on.

Mother had 2 fields in black land and 1 in the white - this was usual.

The swampy land is near to the sea-shore.

Western Boundary - I know where that was. - Hanna was West of us - old man let him have it - West of that was Roberts.

30

There was a stone wall between our land and Hanna's land. - We could see that wall from the house on the hill.

I don't think if Cousin John had wished to cultivate Mamma would have objected - or his children; or Muriel Murray or Sandford.

She wrote her relatives to come and see about

In the Supreme Court of the Bahamas
Equity Side

Adverse Claimants' Evidence

No. 11

Beatrice Louise Lightbourn
(Continued)

In the Supreme
Court of the
Bahamas
Equity Side

Adverse
Claimants'
Evidence

No.11

Beatrice Louise
Lightbourn
(Continued)

the land - she said she was down and they should come - but no answer - this was over 30 yrs. ago.

Young "John" was going to "Burnside's" for coco-plums - it was handier - when drowned. He had a boy with him.

We were never stopped from going to Hog Island during the War - It was only those going to shoot - If Edith says so then I'll agree: I had so many children to look after.

I slept there in 1934.

10

Millers are paid for taking care of the place.

Re-examined

In my Shirley Street home 5 persons live now - but over the years:-

I had nine children -

Edith
Mama
my husband

There had always been a number of people living in that house. Also workers were used to taking foodstuffs for themselves.

20

Mr. Butler used to sell.
Mrs. Tucker used to sell.
Mr. Miller does at moment.

The workers there gave mother produce. When mother gave produce away it was as a gift.

In 1920/30's

Mother had 3/4 fields at a time

Hanna 4/5

Miriam Stuart

30

I am sure she had 2 children before marriage - no more - none that died.

She came to Nassau when Setella was one or

2 yrs. old - she only had 1 child Setella then - but she was pregnant again that is why father put her out - but she was here a few months before Benjamin was born. - Solomon was frequently coming to Nassau on his boat run - we lived at Hawkin's Hill - Miriam stayed with us - went from there to marry - and then she went to Mrs. Hanna.

In the Supreme
Court of the
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Evidence

No.11

10 Setella and Benjamin then Christened - Benjamin a baby - and Setella a little girl - this was after the marriage. Benjamin NOT born after the marriage - sure.

Beatrice Louise
Lightbourn
(Continued)

Miriam lived at Hannas house and Old man's house in Hawkin's hill whilst in Nassau - might have amounted to 2 years in all.

Old man's house rented at date of marriage - vacant later on.

I do not know of any member of my family claiming this land as theirs.

20

NO.12

EVIDENCE OF ALPHEUS MILLER

No.12

Alpheus Miller

Alpheus Miller: Sworn States:

Hawkins Hill - 53 years. Has a farm Hog Island - Price's property and has a boat.

30 In 1925 I was hired as a boy to cut and weed there. 1926/1927 again - I would spend 2/3 weeks - as may be - I would do it when available. Cat Island in 1928. In 1929 I returned and worked there again. I was away again and I got married and I became Captain of a boat from 1933 to 39.

I collected wood, water and stuff from fields when I had a boat. Fields were there and Mrs. Price - there were fields to Tanarind trees - and around cow pens.

House was there in 1925.

In the Supreme
Court of the
Bahamas
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Evidence

No.12

Alpheus Miller
(Continued)

After 1939. I went Hog Island in 1940 I find the 3 Dean Brothers and a Mr. Ferguson working on the land. They were all there 3/4 years. During this time I just visiting the land from Nassau.

I paid occasional visits thereafter. In 1953 I got a letter to work farm for shares. I said I couldn't as had own Tomatoes at Cat Island. But I went over and helped repaint the house.

10

I found there on land:-

(Robert Miller
{ Alberta Brown
{ Irene Mackay
{ Almira Pinder

I built house and went to Cat Island.

Returned 1954. I start farming there - I have cropping with Mrs. Price - one-third. I have worked there every year since 1954. The house demolished last year and new house put up.

20

From 1954 to 1957 I was under Robert - Robert was also thirding his own fields. He collected and paid one third to Mrs. Pirce. Also over there were these 3:-

(Alberta Brown
{ Irene Mackay
{ Almira

also thirding.

In 1957 Karl Smidt said to me if I stop working the land for Mrs. Price they would pay me a salary and I could get stuff off the land - I refused.

30

Robert went over to Smidt's side - So Cyril Robinson (the ad.cl.) and his son who are relatives of Mrs. Price put him off the land.

Adjourned:

Resumed 28 Nov. 1963

All present as before.

Witness recalled former oath:-

This was '57 '58. Then I took control.

Almira Pinder)
myself }
my wife } worked and carried on

to present day. Elsie Hanna -works there
with my permission: gives a third.

I have 4 fields. Hanna 3.

10 From 1954 to 1961 I lived over there.
No one tried to put me off.
No one tried to work other fields.

Top trees - there are still some.

Cocoplums are to the North.
No demand for wood now.
No shooting now.

Neville Hall 4/5 years ago.

I know of no N/S wall to the West.

XXd. (Callender)

20 In 1925 Mrs. Price was farming more than
today. We had a field cut in Tops in N.
(Photo 1 for identity put to witness).
In 1954 deny I found no farms to the N.

I did find farms in the N.E.

(Shown 2. for id.)

I cut to N. in 1957/58 where it shows bush.
I was paid a salary and gave her thirds.
Sometimes I had good crops. Did not rely on it
for living. - I have a boat and am a
30 carpenter as well: I have carried that trade
on.

No. Re-exam.

In the Supreme
Court of the
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Evidence

No.12

Alpheus Miller
(Continued)

NO.13

In the Supreme
Court of the
Bahamas
Equity Side

EVIDENCE OF RUDELL MILLER

Adverse
Claimants'
Evidence

A.C.W.4 Rudell Miller d/s: I work a farm on
Hog Island - since '55 /lived little house.

No.13

Rudell Miller

I met Robert Miller there '55.

My fields are on the white land.
Peanuts, bean, corn, beets, cabbage,
tomatoes, melon ever since 1955.

In 1955 I found

10

Almira Pinder	} with fields all over.
Irene Mackay	
Alberta Brown	
Robert Miller	

On the North I found low bushes just needed
slashing: all had been cut before.

XX.

On my arrival I found 31 acres being farmed from
sea to sea. As to actual farming I found

{ Robert working 5 acres
{ Tenants 2/3 acres

20

then I farmed myself. Deny much of land was high
bush in 1955. Robert there before me.
We sell the produce.

Husband got paid - money from selling he carried
one-third to Mrs. Price: sometimes vegetables.
We now paid Edith and Beatrice one-third.

They never tell me they sell anything before 1955.

I can't say how old the low bush was.

No. re-exam.

30

NO. 14EVIDENCE OF CYRIL HARCOURT
ROBINSONIn the Supreme
Court of the
Bahamas
Equity SideAdverse
Claimants'
EvidenceNo.14Cyril Harcourt
Robinson

A.C.W. 5 Cyril Harcourt Robinson S/S:
 Bus-driver at Lyford Cay - I am 51.
 Edith Price is my Aunt. Roseliza was my
 Grandna. Mother is Beatrice Lightbourne.

10 Knew Hog Island as little boy - went with
 Mrs. Price who was farming there. 2/3
 times a week. / I never stayed / Miss Hanna
 had fields. / I was about 12 at the time.

I carried on until I went to trade as
 carpenter in 1929, but Mrs. Price and Hanna
 still continued. I went at harvest and
 planting. I did this until around 1944 when
 I went on the project in U.S.A.

Did a lot of coco-pluming and wild sapodillas.
 In 1944.

20 Roseliza had stopped going a year or 2 before.
 Mrs. Hanna had stopped a year or so before
 that; But people still went for them.

I never spent a night in the house - but
 mother and sister Cleo did.

When I went to trade (1929) there was a
 farm in white land.

There was a farm in front (S) and in back (N).
 There was a farm by the cow pen.

Hanna and Roseliza had separate fields in some
 lands. Last visit was in 1961.

30 My mother put Robert Miller on land - but
 he stopped giving a third - Edith wrote a
 letter to him - he refused it. A summons was
 taken out against him: Police went: he left.
 Most of top was by cowpen to N.

Grandma and Aunt pulled it -friends all used it.
 Not many there now.

In the Supreme
Court of the
Bahamas
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Evidence

No.14

Cyril Harcourt
Robinson
(Continued)

Many when I was young.

Firewood was cut - not sold.
Cut anywhere on the land - no particular part -
going on when I was a boy we cut white torch -
to the N.E. quite a bit - good for crabbing
light. Hall and father shot with Roseilia's
permission.

This was when I was a young boy.

They shot duck by the pond to N.E.

No boat in it.

10

Sea Bathing to the N. - very good beach.

No sale of produce that I know of.

We were a large family. Now I remember Hughie
Cleare used to buy some of the produce. Once in
a while Mrs. Stuart went to land when she
visited Nassau - she did no work there. I
knew John Burrows - on his return from 1914/18
war - he was usually sitting down on Eastern
Parade as I went to and from school. Never
knew him on Hog Island in my life.

20

As to his children - saw Freddie there in 1961
but never before.

XX'd

(1 for identity alleged taken in 1941)

I say that generally the light patches represent
fields cleared in 1944 when I went on project -
but it does not mean to say there were not other
fields to E. and to the North.

(3 for id. shewn to witness)

I say the bush surrounding the white area and to
the N. and E. or land areas was low bush, not
high.

30

(4 for id. & 2 for id. to witness)

I agree the greater extent of the lighter areas

as shown in these photos, and as compared with photos 1 and 3 were not cleared until the Millers arrived in 1953/4.

Agree we were not farming commercially apart from Mr. Cleare we did not produce enough to send to market for sale.

Deny Rose gave John produce from the land.

10 Deny Cousin John ever took Rose by boat - I remember one occasion he did when fishing.

Deny he took Hanna.

Feb. Meeting

I saw Adell Evans/her children - didn't suggest they conveyed their shares to me and after case I would convey back again - I do not remember asking if Cousin John had willed this land at Hog Island to children. I remember Adell said she would support my grandmother.

20 They suggested we should work together to support both claims. I don't know anything of my family, Rose etc. always recognising their claims.

They said they would support my grandma - no suggestion of division of proceeds.

I went to see Adell after they had said they would support the old lady in the 1961 case - but they were never called.

30 I went to see then in Feb. in connection with an agreement made by Lindroth at previous meeting. To see how much we should share (Adderley objects this line).

I think that after her brothers and sisters left and never came back I am sure Rose intended to keep the land for herself.

(Extract from p.21 xx of her 171/1960 Price put to witness).

In the Supreme
Court of the
Bahamas
Equity Side

Adverse
Claimants'
Evidence

No.14

Cyril Harcourt
Robinson
(Continued)

In the Supreme
Court of the
Bahamas
Equity Side

Adverse
Claimants'
Evidence

No.14

Cyril Harcourt
Robinson
(Continued)

Re-xm.

(The Photos: No. 4 & 3 put to witness)

There were fields where the North clearings are now shown on No. 4 and also to E. thereof - in the 1925 onwards period. There were peanuts to N. end of the clearing now shown.

I know of no share-cropping with anyone who claimed to be owner. I never told Miss Adell or her children I recognised any claims of theirs.

10

No.15

Sybil Ford

NO. 15

EVIDENCE OF SYBIL FORD

A.C.W.6. Sybil Ford: Mrs. Beatrice Lightbourn is my nother. I know the land.

Went around 8 years of age - approximately 1925. Went during Summer and often when school closed Friday/ sea-cocoplums N. side. Sugar apples, pears, sea-grapes, tops sapas. My grandmother Rose and Miss Price were then farming.

I remember Daniel Hanna farming to West - the adjoining land. Rose/Price had employees.

20

I went to 1936 regularly - then went Toote's office. During this period my grandmother and Hanna had fields.

Hanna had South end. Rose to N.west.

After 1937 I went less frequently: I saw signs of cultivation as before.

Nov. 1943 I left and around then they were still working there.

In Dec. 1944 I returned and found they had stopped

30

Corn
Mellons
Potatoes.

After Rose stopped the following were employed

- { Bennet Thompson
- { Tan Ferguson
- { (Hosea Ferguson worked in 1930)
- { Mrs. Tucker
- { The Butlers.

In the Supreme Court of the Bahamas Equity Side

Adverse Claimants' Evidence

No.15

and others.

10 There was quite a lot of land farmed - Mrs. Hanna sold./ but not Rose. - they cut and left fallow:-

Sybil Ford (Continued)

Potato vines }
Pumpkin vines } always spring up again
canes } in same place.

Peas lasted 3 years.

The house. I remember it in the 1920's.

XXD

Don't know distance of white land from sea.

20 Don't know if cultivation to E. of house. Was a pond - custard apples.

Deny most of farming was to South - they never stayed one place - cut one field left another. I would say more than 50% under cultivation.

I have seen John Burrows (Cousin) once - and heard of them in recent years.

They never came round to my grandmother - and I lived with her till my marriage in 1945.

30 Robinson brought them round my house this year - but I did not talk with them not interested.



In the Supreme
Court of the
Bahamas
Equity Side

NO.16

EVIDENCE OF CLIFFORD DEAN

Adverse
Claimants'
Evidence

No.16
Clifford Dean

A.C.W.7 Clifford Dean d/s; I am 50 b. 1913.

Rose I knew.

Approx. 1932/3/4 I usually take her Hog Island her boat/ helped work in fields/ seldom Saturdays and Sundays/fairly constantly for this 3 years.

I lived in one of her houses - near Hawkin's Hill. My father Victor Dean also helped at this time - may be before. He was from Crooked Island - and a farmer. 10

He worked until got sick 1939 - went Crooked Island.

My brother Wilshere used to stay there - about 1934/5/ working for Mrs. Price/ used to sleep in little house.

Baccus Ferguson:

Cunningham.

Wilshere was still there after 1939 - when father 20 helped. When I was there we had a field N. of the house - and in white land - land S. of house is steep and rocky: Mrs. Hanna had different fields - Rose & Hanna had different people working for them.

Wilshere worked for Mrs. Price - no shares.

Bertram another brother also worked there a short time. Pay was 1/6d a day then and work scarce.

I've cut firewood - and tops. 30

Fruit Pear
Tamarind
Bananas

My father worked some time before 1939:- can't say how long exactly. If one of us was ill then perhaps another of our family would help out.

NO.17

EVIDENCE OF HOSEA FERGUSON

In the Supreme
Court of the
Bahamas
Equity Side

A.C.W. 8 Hosea Ferguson s/s: Cable Beach.

Adverse
Claimants'
Evidence

Worked Rose 1932/35 - Hog Island. I
remember

No.17

Victor Dean
Sullivan Cunningham
Wilbur Dean
Stanley Cunningham
my father (before me)

Hosea Ferguson

10 I worked for Rose and Hanna at times - 3/4
days a week - until 1935.

Remember house.

The fields were N. of the House/ and S.
We farmed N. and S.

We farmed black and white land.

Specifies the crops and

Tops
Firewood

Rose and Hanna had separate fields.

20

NO.18

No.18

EVIDENCE OF ALBERTA MOSS

Alberta Moss

A.C.W. 9 Alberta Moss: s/s. Born Crooked
Island. Nassau March 1938.

I weeded / cut bush / for Mrs Price / my
first job in Nassau 6/- to 8/- a week - till
1941. - Went weekly 2/3 days.

I met there:

30

{Clifford Dean
{Hosea Ferguson
{Helena Cunningham - I lived with her
we both worked
{Ivan Ferguson

In the Supreme
Court of the
Bahamas
Equity Side

Adverse
Claimants'
Evidence

No.18

Alberta Moss
(Continued)

In addition there were a few I didn't know by name. We all worked for Mrs. Rose.

Mrs. Hanna had boys as well.

Clifford Dean worked for her as well.

I worked on the black land which is North of Ridge - but she had fields North of that

(Describe usual crops)

I knew of no cow pen - there was high bush where it wasn't cut - and also some low - my field.

10

Most of the farming was over to the North. - Agree I never went to sea shore - nor worked on white land.

I knew John Burrows - don't know if he went over there.

Don't know his children - Don't know if Rose friendly with John. Don't know what Rose did with her produce.

Ivan Ferguson did the sculling.

No. Re-exan.

20

No.19

Frederick
Dean
Phillips

NO. 19

EVIDENCE OF FREDERICK DEAN PHILLIPS

A.C.W.10 Frederick Dean Phillips s/s:
Clerk in Registrar office: I produce:-

(1) Estate file for Nehemiah Burrows No. 2/1919 - No. 131/57. (Ex. No. A/4)

N.B. See Executor's oath in Schedule of Real Property - but no reference to Hog Island, whereas no reference to Hog Island until 1957.

30

(2) File for Benjamin Stuart. 6/1939.

N.B. Oath of Administratrix wife Ivy no reference to Hog Island! but a reference to a lot of other properties. (Ex.A.5)

- | | | |
|----|--|---|
| | (3) No. 52/53 Estate of Ivy Stuart
(devisee under Will). N.B. oath
of Sybil Gordon refers to land
at Abaco but no reference to Hog
Island (Ex.A.6) | In the Supreme
Court of the
Bahamas
Equity Side
<hr/> |
| | (4) Estate of John Burrows 52/39
N.B. oath of Adele Evans -
ref. to Dowdeswell lot - but not
to Hog Island (Ex. A.7) | Adverse
Claimants'
Evidence
<hr/> |
| 10 | (5) Estate of Veronica Murray 212/1956.
N.B. the two affidavits -
(i) Muriel Murray - "in Bahama
Islands" whereas
(ii) Minnis refers to Hog Island (Ex.
A.8) | No.19
Frederick Dean
Phillips
(Continued) |
| | (6) Estate of Joseph Hopy Burrows 34/57
N.B. oath of Stanford - refers
"land in Bahamas." (Ex.9A) | |
| 20 | (7) Estate of Eliza Hall. 1959/148
N.B. Affidavit of Fred - says (sworn
in U.S.A.) *that his brother John
died intestate! oath of Minnis:
lists Hog Island. | |
| 30 | (8) Estate of Percy Webb 127/60
Administration by attorney Minnis
appointed by Burrows.
N.B. Power of Attorney! Says he is
lawful cousin and "heir at-law" of
Percy Webb. - he was not "heir-at-
law"! - list an interest in one-
sixth.

See also Minnis' affidavit. | |
| | (9) Estate Azgin 1960/138
N.B. position same as in Percy Webb
administration - wrongful description
of self as "heir-at-law". | |

In the Supreme
Court of the
Bahamas
Equity Side

(10) Estate of John Alex Burrows.
1957/137. de bonis non
N.B. Minnis as attorney for Gill and
Burrows refers to lot No. 8.

Adverse
Claimants'
Evidence

No. XX exam.

No.19

Frederick Dean
Phillips
(Continued)

No.20

Edward Leroy
Butler

NO. 20

EVIDENCE OF EDWARD LEROY BUTLER

A.C.W.11. Edward Leroy Butler s/s 39.

I knew Rose. My father worked a farm over
there Prince Albert Butler. I was still in
school. 10

I went several times. - He was there 1936 -
and before. Stopped in 2nd World War.

He share cropped with Mrs. Price. He gave her
produce and wood. He would take wood to the
Dry Cleaners - I was a young boy - I would go
over with him.

The house was west of where my father worked.

There were other farms around I remember as a
boy. 20

I picked coco-plums to the N. - I went in sea
to N. often. Father often picked tops. - and
sold it.

XX'd

Adderley tenders:-

(i) Marriage Cert. Solomon Stuart/Miriam
Dec. 15 1898 Ex a 14

(ii) Baptismal Cert. 9 July 1899
 "Setella" - born 10 June 1897
 Ex.A.15

In the Supreme
 Court of the
 Bahamas
 Equity Side

(iii) Baptismal:
 "Benjamin" - born 6th June 1899
 Baptised 9th July
 1899

Adverse
 Claimants'
 Evidence

Ex.A.16

No.20

10

(iv) Birth Cert: 12th July 1896 -
 female child of Solomon "Stewart"
 mother Lilian Burrows - seaman.
 (might be the daughter of 'old
 man's sister child?)
 Ex.A.17

Edward Leroy
 Butler
 (Continued)

(v) Birth cert. of Felix born 1901.
 Ex.A.18

(vi) Birth Cert. of Wilfred - 1903
 Ex.A.19

20

I have to prove (a) unavailable
 searches in
 to
 and (b) Probate of Rose
 otherwise that is my evidence.

PETITIONERS' EVIDENCE

NO.21

EVIDENCE OF ELEANOR PARROTI

Petitioners'
 Evidence

No.21

Evidence of
 Eleanor Parroti

Petitioner calls:-

30

P.W.I. Eleanor Parroti s/s. Adell Evans my
 mother/ John Burrows father. His aunt was
 Rose. He was son of Nehemiah Burrows and
 Helen Albury:

Joycelyn Moxey }
 Mispah } are my brother
 Fred } and sisters

In the Supreme
Court of the
Bahamas
Equity Side

Petitioners'
Evidence

No.21

Evidence of
Eleanor Parroti
(Continued)

Brother John - died.

I know the land.

Daddy went on to the land.

Got produce from Mrs. Rose.
Regularly - also from Mrs. Hanna.

I am 37 (?).

After Father's death - Mrs. Hanna used to call
me and Mrs. Price - they would send for me to
collect produce.

We would get something every year from the land. 10
Mrs. Hanna dies 1945.

Then Mrs. Rose gave us thirds until 1954 - thirds
we call it - a third of what they collect.

I remember 1954 as my sister had a baby February
1955 - in Mrs. Price's house.

Mrs. Price attended my sister with every child
she had - about 13 in all. - She had 7 die.

On this occasion Mrs. Price invited her to
her house as she - Mrs. Price was disabled.

We never got any produce after 1955. 20

My father frequently took Mrs. Hanna over by boat.
My father was a stevedore.

She gave "shares" until she died - and then Mrs.
Price until 1954.

Brother John - my brother used to go on to the
land for cocoplums - the man tell me they always
land on Hog Island.

Mr. Glinton said he saw my brother drown - he
saw him on Wenner Gren's Dock: - Mr. Glinton
used to work for Wenner Gren. I remember my father 30
and Yorick Williams repairing the house on
Hog Island: it was the day I should have gone to
school - I was sick - a truck came with lumber -
delivered it - instead of to wharf. - So father
took it by dray to the wharf.

Deny I ever agreed to support Price in the last case - no discussions at all - and I did not know she claimed lot 8.

XXD.

My Daddy took me Hog Island once - but don't know when it was. When grown up I've been to Hog Island for picnics - to a friends house. I've never been there since.

I've never been.

10 I just thought that daddy had an interest in this land when Daddy first went there.

He always said he had an interest there.

It was well known in our family - in other word, sister etc. Father approximately 50 when he died. He was a stevedore.

Miss Hanna didn't pay him.

I don't know if father ever worked on the land.

20 His job was a stevedore - he was ailing for approximately 1½ years. I know father got produce from Island - when he went to Island he used to bring his thirds back. - Some from the land and some from Rosa. He told me this - I also used to go to Mrs. Price house with him.

(Sweet Potatoes
{ Pumpkins
{ Cassavas
{ Beans.

He told me when it was 65 acres.

30 Then he said some land been sold to Mrs. Hanna (This witness does not impress me).

I started to collect in 1943 - I remember since I had a child that year - it was same year.

This was only once a year.

In the Supreme Court of the Bahamas

Petitioners' Evidence

No.21

Eleanor Parroti
(Continued)

In the Supreme
Court of the
Bahamas

Petitioners'
Evidence

No.21

Eleanor Parroti
(Continued)

I don't know if my father got it more than once. We got it once only - in March corn/cassava - I don't remember getting anything October or November - I knew that its harvest times - but some things grew all the year.

I was the only child to collect after father death - I took it to my mother. She was always at work.

I knew Fred went on the land 2/3 years ago. My father did not take Mrs. Price/Hanna after he was sick. 10

My brother John died at 19 - he was a delivery boy - I really don't know where he went when he went to stay.

Father's Will:

Agree I knew Mrs. Price was claiming a part of No. 8 - I didn't know she was claiming whole of lot 8.

The first I heard that Wenner Gren's Company was claiming the land was in January this year when Cyril Robinson called - but I didn't know who the adverse claimants were. 20

I didn't take the produce as a present.

I thought it was because we had a share.

Mrs. Price told me and my mother after father died that we had some land on Hog Island - I was about 14 turning 15 then. She meant all of the family who had owned any shares. - She included Veronica.

Mizpah is 27 years old
Joycelyn is 35 years old
Fred is 25 30

Lawyer Pyfrom looked after our affairs until he died (1956) and then Paul Bethel.

Ever since I was a child I had thought that my family was entitled, because of what my father said.

Agree that in the fifties we heard rumours that Muriel Murray had sold her interest.

Mr. Minnis came to yard in approximately 1960.

I still say I believe it was in 1960 he came and asked if I would sell my interest in the land. He never said why he wanted it - or who for. I didn't ask him because I didn't know what he was talking about - I say this because he talked of power of attorney - and about Burrows Yard.

10

Agree, Hog Island was light up.

Deny I was ignorant of Hog Island until early this year.

When Mrs. Price stopped in 1954 I don't know why I didn't ask her why she stopped - we loved her. I told my mother we don't want to upset her.

20

When I say I told my mother I do not mean in 1954 I mean in 1955. My mother said they might not be getting enough off the land. As time passed after that, we didn't want to upset her. We didn't know if anyone was working on the land - agree didn't enquire.

Mrs. Price stopped in 1954.

Agree my sister had a baby in 1955 - it never occurred to me to ask Mrs. Price why the thirds stopped.

30

Deny it was because I didn't know I had an interest.

RE-XD.

Veronica Murray had come to Nassau in connection with the land - that is how the land came up.

It was Nehemiah owned Burrow's Yard in Dowdeswell Street.

From 1954 onwards I believe Mrs. Price's

In the Supreme Court of the Bahamas

Petitioners' Evidence

No.21

Eleanor Parroti
(Continued)

In the Supreme
Court of the
Bahamas

Petitioners
Evidence

No.21

Eleanor Parroti
(Continued)

No.22

Adelle Evans

children taking a hand in things.

Tony Robinson came to me once about selling
what we had in the land to Mr. Lindroth.

We agree to sell.

Adjourned to December 2nd.

Resumed 2/12/63.

NO.22

EVIDENCE OF ADELLE EVANS

P.W.2. Adelle Evans d/s born 1909 - 54.

Met John Burrows 1924 - I lived with him - 10
on Dowdeswell Street - to 1939 when he
died

Children { Eleanor Parroti
{ Joycelyn Moxey
{ Mispah Burrows (now Mrs. Kelly)
{ Fred Burrows

John was stevedore. - and farm worker on Hog
Island. I have never been to the farm. 20
He worked on farm Monday to Friday. Alone
and sometime with Victoria Hanna in her boat.
From the very first Sunday I met him he went
to the farm until year before he died.
He worked the farm and got produce.

I knew Mrs. Price/Mrs. Hanna.

After Johnny died she got someone else to row
her over - and still gave my children stuff.

Mrs. Hanna continued for about 3 years to send
food. - died I think 1944.

Mrs. Rosa continued to send produce after this -
either send the food or send for the children. 30

Sometimes Eleanor
" Joycelyn
Continued until 1954.

Joycelyn bore a child in Mrs. Price's house
1955 - Rosemary Moxey. Mrs. Edith Price
is a Godchild (Godmother)

In the Supreme
Court of the
Bahamas

(Tender a Baptismal Certificate - Ex. 50 A)

Petitioners'
Evidence

House

No.22

One afternoon my man went over to the
island to repair it. I am a domestic and
was working over the years.

Adelle Evans
(Continued)

10 I had a boy John - he was drowned going over
to the land on Hog Island - He always went
if he could.

Husband's Will

(The Oath to Administration)

Mr. Toote never told, never made me sensible,
that I had to swear to the land in Hog Island.

20 My husband told me he had an interest in
Dorcus Cay, near Abaco and some property on
Hawkins Hill and some on Shirley Street. His
Aunt occupied the house on Shirley Street -
now it is pulled down.

He said he had an interest in the land at
Moore's Island.

Cross-examined

I have never been to the Burrows' land on Hog
Island. I paid a visit to another part on a
visit by my mistress in 1928. Husband went to
Hog Island when there was no ship in - this
was up to 1 - 1½ years of death.

30 My husband may have had fields of his own
or he may not. I do not know.

He used to bring produce back there three or
four times a year. He did not have his own
boat - he used Hanna's.

He offered to take me - but I never had the time.
I have worked everyday of my life up at 5.00 a.m.
to work at 7.00 a.m.

In the Supreme
Court of the
Bahamas

Petitioners'
Evidence

No.22

Adelle Evans
(Continued)

Also Sundays and holidays. I never had time to go. Even when I was first with him aged 16, 17, 18.

I worked everyday of my life I never had one opportunity to go. He asked me many times - I could never go.

I knew the land because my husband had pointed it out from Montagu Fort - he never told me what interest, same thing with Dowdeswell Street.

Miss Hanna sent me produce maybe twice a year. She would tell my children to come and get it.

10

Miss Price then continued via Edith or send for my children. John Burrows believe in late 50's when died, my husband a healthy man - no other work save Stevedore and Hog Island.

I have never known him to sell any produce. We used a coal stove in those days. He used to bring a big basket not a small. I asked him what he did over there, he told me he worked for Miss Hanna.

20

He said he had two cousins between 1934/39 nearer 1939. One Clarence and one Peter - Clarence Azgin and Percy Webb. John told me this.

He never said he got anything from his father. He told me of his Cousins after Eliza Hall's death. I am quite sure I heard the news of Percy, Clarence and Eliza from my husband before he died. He never said he got anything from his father.

John was not a carpenter by trade. I did not tell Mr. Toote John had an interest in it. I did not tell him he had an interest in Dowdeswell.

30

Mr. Toote and I went to school together and I lived near. I did not tell him of Moore's Island. I did not tell him of Moore's Island. Agree I knew it.

Mr. Toote made the Will for him.

I knew Registrar Mr. Glanville (Witness identifies Affidavit in E.A. 7).

I remember it, I didn't tell him of Hog Island.

Agree Tooté asked me if John had any other property save Dowdeswell Street.

I told him yes he owned other property. Tooté never asked where. He never asked - I did not tell him.

In 1960 I first heard of Miss Price going to Court - Lot 7 is her Lot.

10 I do not read newspapers - so never read of Hog Island. Someone told me. I went to an Attorney, Paul Bethell. I heard in 1961 that Muriel Murray had sold her interest.

Mr. Minnis told me he would sell Muriel's interest - never mentioned my interest in 1961.

Miss Edith Price said "there is only momma and you now, perhaps we can do something."

20 Deny it was only this year I knew, Miss Edith said "Now we can do something."

I did, in fact, do nothing as I continued to get my vegetables. Agree stopped in 1954.

I didn't know if anyone was in the land after that.

Q. Why not inquire or do something?

A. Because I thought the old lady was old - I didn't know that Rose had stopped 11 years before that.

30 I thought she had stopped in 1954. I thought she was still working there until 1954.

My son John used to hire a boat just to go to the land for the purpose of being on the land. Casava or a piece of cane.

Miss Price and I told him it was his father's land. He used to go on Fridays and Sundays.

In the Supreme Court of the Bahamas

Petitioners' Evidence

No.22

Adelle Evans
(Continued)

In the Supreme
Court of the
Bahamas

Petitioners'
Evidence

No.22

Adelle Evans
(Continued)

Drowned off Potter's Cay. Deny my
husband spent a lot of time sitting on Parade
talking to his friends.

Re-examined

Fred and Mizpah Kelly still live with me.

I spoke to Rose again two or three years after
husband's death - she had a Mrs. Murray visiting
and if she called or spoke to me about selling
the children's interest - told her she must
wait until the children are old enough.

10

After the cast two years ago she said: I
haven't stolen Johnny's children land.

Per Curiam

When Miss Price says that John was never in
Hog Island that is a lie.

When Mrs. B. Lightbourn says the same that
also is a lie. Mr. Cyril Robinson also lies.
Mrs. Ford also lies when she says my husband
only once in Hog Island also when she says
my children never came for vegetables.
Why no action since 1939?

20

A. Agree I was short of money but I did
everything to raise money as my children were
minors and I saw Mr. Pyfrom and he told me
to wait, unless I saw the Chief Justice.

Fred is 36 right now.

No.23

Emerald
Alice Pratt

NO.23

EVIDENCE OF EMERALD ALICE PRATT

P.W.3 Emerald Alice Pratt d/s daughter of Sarah
Anne Elizabeth Davis Burrows.

30

I am 54.

She married Nehemiah - this was his 2nd wife.
He had children by his first wife.

I knew:

Johnny (eldest)
Maggie
Annie (went to States)
Nehemiah
Harold
Elizabeth
Nellie

In the Supreme
Court of the
Bahamas

Petitioners'
Evidence

No.23

Emerald
Alice Pratt
(Continued)

10 I lived with him when I was 4.
I lived with them 'till he died about 1917.

He was a farmer on Hog Island and got rent
from a house in Dowdeswell Street.

He was on Bishop's Yacht before his marriage.
The farm was to the Eastern End. He took
me, Rosie Price and Miss Hanna were there.

Three or four times a week we dug potatoes.

I never remember seeing the North - not
allowed that far. They were big farms.

Father died at Andros.

20 The first time I met John was after the 1914/18
war - in about 1919 Mother sent for him.
He and my mother used to go to Hog Island.

Mother died in 1921 John said he continued
going to the farm and he gave me vegetables
until he died - I collected them.

Cross-examined

30 I never knew my stepfather do a days work
except collect rents and Hog Island.
He had two boats - sail - and a row boat.
Sort of retired. Kept going to Hog Island
Until he went to Andros to die.

He had a big farm and left Mrs. Price to take
care. I was eight years old when he died.
I never went to Hog Island after he died.

Mother and Johnny used to continue - he bought
a boat. My mother and I lived at Fox Hill with

In the Supreme
Court of the
Bahamas

Petitioners'
Evidence

No.23

Emerald
Alice Pratt
(Continued)

my Aunt just before she died - at 39 years
old Mother a Baker kept a Petty ship.
Two Rooms - Johnny lived in one.

I never went to Hog Island. But John went.

I & my husband had land of my own at Fox Hill
- in Bernard Road, it was a big farm - we had
fruit trees - bush grew, vegetables in winter.

John - he gave me (Pumpkins, cassavas, agree I
grew them as well.

He used to say "This cane cut of the field"-Johnny 10
was farming there - and I knew his father had
a field - I got produce up to 1938.

I was still in Bernard Road - I lived there
until 1943. Had been there thirteen years since
approximately 1930. We used to sell our produce -
never gave Johnny any - he had more than me.

Johnny was a Stevedore.

My mother had a dower in her husband's property.
Mother always said Johnny was the heir.

The House - was up in High Ground and there was 20
a shelter in the high rocks.

This was before 1917.

No re-examination.

NO. 24EVIDENCE OF PATRICK J.
CLAREDON DAVISIn the Supreme
Court of the
BahamasPetitioners'
EvidenceNo.24Patrick J.
Claredon DavisP.W.4 Patrick J. Claredon Davis d/s

Seventy-nine on Christmas Day.

I knew Nehemiah - John. I knew Miss Price.
I knew a Miss Hall wife of Ben. I knew
Miss Hanna.

10 Nehemiah was married to my Aunt Sarah Ann.
He was a sea-captain. Then whilst an old
man he married my Aunt. He farmed across
at Hog Island and a House or two for rent
in Nassau.

The Hog Island land: we went to his land
past the well at Burnside Cove going East
and North.

20 I knew him since he married my aunt - he was
at Andros in my house in 1917 when I left for
the war - he died and buried there shortly
after.

I had been on the land "over and over".
He was farming on the land; he had a boat
built for the farming. He had a boat.

Miss Price and Miss Hanna - all who worked
there. He said he'd inherited the land.
It was a track road.

I could see the land was worked over and over.
Some places had grown up - I would say at
least one acre he had under cultivation.

30 After Nehemiah's death - there was some
trouble. I understand John Burrows used to
go to Hog Island.

Cross-examined

I never saw young John Burrows at Hog Island -
believe he went to Hog Island.

In the Supreme
Court of the
Bahamas

Petitioners'
Evidence

No.24

Patrick J.
Claredon Davis
(Continued)

I accepted young John as a seaman.
Nehemiah Jr. sailed in my boats. I did not know
particularly what John did with his time.

Nehemiah was an old man when I knew him.

Since 1917 I have been to the well for water off
and on - whose well it was I do not know.

I had the location of this field "in mind" but
cannot say its exact location.

No Re-examination

Per Curiam

10

I have been living in Nassau in Kemp's Road in
our premises since 1931.

Knew Nehemiah - but after his death and my Aunt's
death I lost touch a great deal with his children.

At this stage Mr. Callendar says that his next
witness Mr. Lindroth is ill and not to be present
asking for an adjournment. Mr. Adderley no
objection.

Order - Adjourn to 3rd December.

3rd December - In Chambers - 9.55 a.m.

20

Present - Mr. Callendar, Mr. Dupuch, Mr. Adderley.

Callendar - witness unavoidably absent also request
time to study transcript of evidence in Price
Petition.

Court: Ten clear days were set for this trial - this
is most inconvenient and may well defer any
judgment until the New Year.

Adderley - has no objection to an adjournment.

Court: In the circumstances I have little option
but to adjourn.

30

Order: Adjourn to December 4th.
4th December, 1963 - Resumed.

Adderley - Per curiam - No action taken to serve
the daughters, heirs of Joseph or Felix because of
persons whereabouts.

NO.25

EVIDENCE OF N.F. ARANHA

In the Supreme
Court of the
Bahamas

Petitioners'
Evidence

No.25

N.F. Aranha

P.W.5 N.F. Aranha d/s Surveyor

Know lot 8, Hog Island - Surveyed it in
1957 - Prepared a plan in 1957 (Ex. P.51).
32.15 acres.

The Western Building of Red No. 8 was high
bush.

10 Witness sketches in by shading his opinion of
the bush areas of the filed plan (Ex.P.52).

In 1959/60 made a topographical survey of
whole Island. I found the red Lot No. 8
area was now extensively cultivated to the
North.

(Photos 1 & 3 for i.d. put in)

No. 3 marks boundary West of Red lot No. 8 by
"AB".

No. 1 also shews red Lot No. 8 and West
Boundary.

20 In my opinion I would say the lighter patches
are cleared but cannot say they are under
cultivation. (Photos Nos. 2 & 4 put to
witness)

These are better photos: lighter areas -
clearings. This was not the position in 1957 -
there was more bush, then. It represents the
picture more or less as I found it in 1959/60.

Cross-examined

30 Agree I inspected Notes of my late father in
the Crown Lands Office in connection with 1957
survey.

His notes dated approximately 1930.

Do not remember his notes saying it was occupied
by Roseliza Price.

In the Supreme
Court of the
Bahamas

Petitioners'
Evidence

No.25

N.F. Aranha
(Continued)

I made no survey prior to 1957.

There was a thatched roof 2/700 feet up hill.
There was no shingled house upon the hill in
1957. I was surveying the bodies - I didn't
inspect the land then.

Agree we went along the boundary lines not the
interior.

I would say there is very little there I didn't
see. One can see from one side to another from
high points.

10

These aerial photos are 2/3000 feet high.
The aerial photos 2/4 not bad, others not too
good. Photo No. 3 is same scale No. 1 Marks
Eastern body of red Lot 8 C & D.

Agree darker areas in the photos mean the higher
the bush. The bush areas in Lot 8 are lighter in
colour than some darker areas in surrounding lots.

I cannot say the lighter area bush in Lot 8
denotes prior cultivation.

Photos 1 & 4 - Attention drawn to ink circles.

20

I observe the shading in these areas, by
stretching my imagination I can see the similarity
of shape.

The pond to the North East is sometimes dry.
Depends on weather.

Callendar tenders Ex. 53 the first case.

Closes case.

Adderley - Tenders.

- (1) Probate of Rose's Will Ex. A.20
- (2) Assent Ex. A.21
- (3) Death Certificate Ex. A.22

30

NO. 26

EVIDENCE OF FLORENCE SMITH

In the Supreme
Court of the
Bahamas

Calls: A.C.W. 12 Florence Smith d/s

Adverse
Claimants'
Evidence

Employed - Births, Marriages & Death Dept.
of Registrar of Records.

No. 26

I have searched in the Years 1896/7/8/9
for any register of births of Setella and
Benjamin children of Miriam Stuart -
father Solomon Stuart in New Providence
all districts, and in all Districts Abaco
- I found nothing in either of those
names nor any entry of birth of un-named
child.

Florence Smith

10

NO. 27

EVIDENCE OF FREDERICK DEAN
PHILLIPS

Petitioners'
Evidence

No.27

P.W. 10 Fred Phillips recalled.

Frederick Dean
Phillips
recalled

20

Tenders Ex. A. 23 estate file of Annie
Elizabeth Sands - co executor Victoria
Hanna's Estate shows as her death 28th
September 1949 (No. 119/50).

In the Supreme
Court of the
Bahamas

No.28

Order allowing
final leave to
appeal to Her
Majesty in
Council
15th January
1964.

NO. 28

ORDER

ALLOWING FINAL LEAVE TO APPEAL
TO HER MAJESTY IN COUNCIL

Dated the Eighth day of January, A.D. 1964.

Upon hearing Mr. W.E.A. Callendar and the
Hon. E.A.P. Dupuch of Counsel for the Petitioners
and Mr. Paul L. Adderley of Counsel for the
Respondents, IT IS ORDERED:

1. That leave to appeal to Her Majesty's
Privy Council against the Judgment of
this Honourable Court dated 19th
December, 1963, be granted.
2. That good and sufficient security in the
amount of Two Hundred (£200) Pounds in
respect of each appellant be entered into
within three (3) months from the date
of this Order.
3. That the appellants shall take all
necessary steps for the purpose of
procuring the preparation of the record
and the dispatch thereof to England
within three (3) months.
4. That there be liberty to apply.
5. That the costs of this application be
costs in the appeal.

Dated this 15th day of January, A.D. 1964.

BY ORDER OF THE COURT

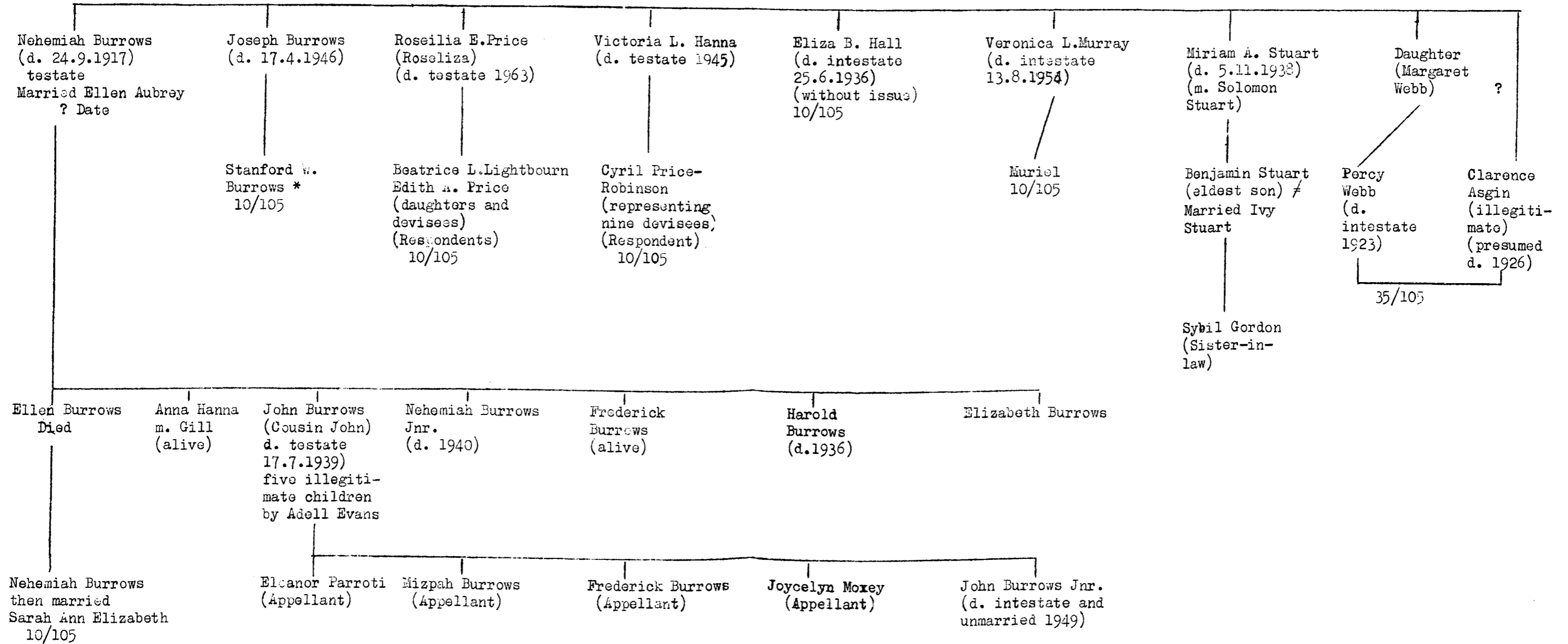
Sgd.

N.C. ROBERTS
REGISTRAR

No.29
GENEALOGICAL TABLE OF DESCENDANTS OF JOHN ALEXANDER BURROWS

JOHN ALEXANDER BURROWS (d. 1913)
 (m. Elizabeth d. 2nd May 1918)

Petitioner's Evidence
 No.29
 Genealogical Table
 of descendants of
 John Alexander Burrows



* This descent was challenged by Miss Price and Mrs. Lightbourn (Respondents) who said that Joseph Burrows had two daughters only and that Stanford was a grandson by one of these daughters.

/ This descent was challenged by Miss Price and Mrs. Lightbourn who said that Miriam Stuart had a daughter (Setella) and a son (Benjamin) before she married Solomon, and that after her marriage she had two more sons (Felix and Wilfred Stanley, ors. Wilford).

PETITIONER'S EXHIBITS

"P.3" - CERTIFIED COPY CONVEYANCE
FROM JOHN A. BURROWS TO
DANIEL H. HANNA

Exhibits

Exhibit "P.3"
Certified copy
Conveyance
from John A.
Burrows to
Daniel H.
Hanna
3rd June 1896

Bahama Islands
New Providence

10 This Indenture, made the third day of
June in the year of our Lord one thousand Eight
hundred and Ninety-six in pursuance of an Act
to facilitate the conveyance of Real Property
BETWEEN John A. Burrows of the Island of New
Providence Farmer of the one part AND Daniel
H. Hanna, Policeman of the said Island of
New Providence of the other part; Witnesseth
that in consideration of the sum of Six pounds
Five Shillings (£6.5.0) sterling, now paid
by the said Daniel H. Hanna to the said John
A. Burrows (the receipt whereof is hereby by
20 him acknowledged) He the said John A. Burrows
doth grant unto the said Daniel H. Hanna his
heirs and assigns forever, All that piece
parcel or lot of land, situated at Hog Island
and bounded as follows on the North by the
sea, On the East by land the property of John
A. Burrows on the South by Nassau Harbour. On
the West by land the property of Henry
Peterson containing ten acres (10 acres) being
known as a part of a portion of land bought by
John A. Burrows from Henry Peterson together
30 with all and singular the houses, buildings,
improvements, easements, privileges, rights
advantages, hereditaments, and appurtenances
whatsoever, to the said lot of land belonging,
or in any wise appertaining, or with the same
used or enjoyed, or accepted, taken and known
as part, parcel or member thereof, or as
belonging to the xame or any part thereof,
and reversion and reversions, remainder and
remainders, rents issued and profits thereof,
40 and every part and parcel thereof. And the
said John A. Burrows doth hereby for himself
his heirs, executors and administrators,
covenant, promise and agree, with and to the
said Daniel H. Hanna his heirs and assigns, in

Lodged for Record by I.D. Neely this 12th
day of April A.D. 1925
Isabel Butler
Ag. Asst. Registrar General.

Stamp 1/-

Exhibits
 Exhibit "P.3"
 Certified Copy
 Conveyance
 from John A.
 Burrows to
 Daniel H.
 Hanna
 3rd June 1896
 (Continued)

manner following, that is to say: That he the said John A. Burrows has the right to convey the said lot of land to the said Daniel H. Hanna notwithstanding any act of the said John A. Burrows. And that the said Daniel H. Hanna shall have quiet possession of the said lot of land free from all incumbrances. And the said John A. Burrows covenants with the said Daniel H. Hanna that he will execute such further assurances of the said Daniel H. Hanna as may be requisite. And the said John A. Burrows covenants with the said Daniel H. Hanna that he has done no act to incumber the said land. And the said John A. Burrows releases to the said Daniel H. Hanna all his claims upon the said land.

10

In Witness whereof the said parties have hereunto set their hands and seals

John A. Burrows Seal

Daniel H. Hanna Seal

20

Signed, Sealed and Delivered
 in the presence of

C.T. Farrington

James P. Johnson

Bahama Islands

Registrar General's Office

I Clarence Thorpe Farrington of the Island of New Providence make oath and say that I was present and saw John A. Burrows and Daniel H. Hanna both of the Island of New Providence sign, seal and as and for their Act and Deed execute and deliver the annexed Conveyance dated the 3rd day of June A.D. 1896 for the purposes therein mentioned; and that I and James P. Johnson subscribed our names as witnesses to the due execution thereof.

30

C.T. Farrington

Sworn to this 12th day of April A.D. 1923, before me, Isabel Butler

Ag. Asst. Registrar General.

40

A true copy from the original

Isabel Butler

Ag. Asst. Registrar General

8th June 1923.

Exhibits

Exhibit "P.3"
Certified copy
Conveyance
from John A.
Burrows to
Daniel H.
Hanna
3rd June 1896
(Continued)

"P.4A" - CERTIFIED COPY OF THE LAST
WILL AND TESTAMENT OF JOHN ALEXANDER
BURROWS - TOGETHER WITH GRANT OF
LETTERS OF ADMINISTRATION WITH THE
WILL ANNEXED

Exhibit "P.4A"
Certified copy
of the Last
Will and
Testament of
John Alexander
Burrows dated
22nd November
1912 together
with grant of
Letters of
Administration
with Will
annexed dated
27th June 1957

10

THE REGISTRY,
SUPREME COURT,
NASSAU, BAHAMAS

Probate Side

In the Estate of the late JOHN ALEXANDER BURROWS
late of the Eastern District in the Island of
New Providence, one of the Bahama Islands,
Farmer, deceased

20

BE IT KNOWN that John Alexander Burrows,
late of the Eastern District in the Island of
New Providence, deceased, who died on the
23rd October, 1913 at the Settlement of Moore
Island, Abaco, made and duly executed his
last Will and Testament bearing date the 22nd
November, 1912 and did therein name Elizabeth
Burrows and Nehemiah Burrows, Executors.

30

That on the 13th April, 1914 Probate of
the said Will was granted by the Supreme
Court of the Bahama Islands to Elizabeth Burrows,
the Executrix named therein, with power reserved
to make a like grant to Nehemiah Burrows, the
other Executor named in the Will.

Exhibits

Exhibit "P.4A"

Certified copy
of the Last
Will and
Testament of
John Alexander
Burrows dated
22nd November
1912 together
with grant of
Letters of
Administration
with Will
annexed dated
27th June 1957
(Continued)

That the said Elizabeth Burrows died on 2nd May, 1918 leaving part of the estate unadministered.

That Nehemiah Burrows died on 24th September, 1917 without having applied for grant of Probate.

And be it further known that on twenty seventh day of JUNE, 1957 Letters of Administration Cum Testamento Annexo de Bonis Non of all and singular the real and personal estates were granted by this Court to SAMUEL RENNIE MINNIS of the Southern District in the Island of New Providence, attorney authorised by deed of Power of Attorney for Anna Gill and Frederick Burrows, Heirs-at-Law of the said late John Alexander Burrows; he the said Samuel Rennie Minnis having sworn well and faithfully to administer according to Law all the estate left unadministered of the said late John Alexander Burrows which by law devolves to and vests in the personal representatives and heirs-at-law of the deceased; to exhibit a true and perfect inventory of all and singular the said estates and effects and to render a just and true account thereof whenever required by law so to do.

10

20

CHIEF JUSTICE

I.S.

Bahama Islands

Exhibits

New Providence

Exhibit "P.4A"

Certified Copy
of the Last
Will and
Testament of
John Alexander
Burrows dated
22nd November
1912 together
with grant of
Letters of
Administration
with Will
annexed dated
27th June 1957
(Continued)

In the name of God, Amen. This is the last
Will and Testament of me, John Alexander
Burrows of the Island of New Providence,
Farmer. After all my just debts, funeral
and testamentary expenses have been fully
paid and satisfied I hereby make the
following dispositions of my property. To
10 my beloved wife Elizabeth I give an
undivided one third part to be enjoyed
by her without molestation, of all my lands
hereafter mentioned, that is to say the
one hundred and sixty acres of land at Moore
Island which I purchased from one John
Saunders and formerly known as John
Teddors Thirty acres of land on the South-
East of Burrows Cay bought from the
Government, thirty-one and one quarter
20 acres at Hog Island north of the Harbour
of Nassau, and which tract originally
contained forty-one and one quarter acres
the ten acres having been sold by me to
my son-in-law Daniel Hanna a lot of land
situate on Hawkins Hill, Island of New
Providence, the lot of land situate in
the Eastern District, New Providence and
purchased from Georgiana Evans on the Twenty
third day of July in the Year One thousand
30 nine hundred and Two, the fifty-two acres
of land purchased from Mrs. Henrietta Jane
Perpall, and situate at Mose Island.

After the death of my said wife I devise
one-third of all the hereinbefore mentioned
lands to my two grandsons Percy Webb and
Clarence Azgin as tenants in common and
not as joint tenants. The other two-thirds
of my real Estate I devise to my children
Nehemiah Burrows, Joseph H. Burrows,
40 Rosiliza E. Price, Victoria L. Hanna, Eliza
B. Hall Veronica L. Murray and Miriam A. Stuart
to be held by them as tenants in common and
not as joint tenants. With regard to my
vessel I direct that she be worked for the
sole benefit of my wife during her life-time
and after her death I devise that one-third
interest belong to my son Nehemiah aforesaid

Exhibits

Exhibit "P.4A"

Certified Copy
of the Last
Will and
Testament of
John Alexander
Burrows dated
22nd November
1912 together
with grant of
Letters of
Administration
with Will
annexed dated
27th June 1957
(Continued)

and the other two-third interests be the
property of the rest of my children herein-
before named.

I nominate and appoint my said wife Elizabeth
and my son Nehemiah Executrix and Executor
of this my last Will and Testament. In Witness
whereof I have hereunto set my hand to this my
last Will and testament this twenty second day
of November A.D.1912.

John A. Burrows

10

Signed by the above named Testator,
John Alexander Burrows in the
presence of us, who in his
presence and in the presence
of each other have hereunto
subscribed our names as Witnesses.

R.W. Pritchard

Anthony Boodle

E.10 pages 343-344.

"P.5" - CERTIFIED COPY OF THE
LAST WILL AND TESTAMENT OF
NEHEMIAH T. BURROWS TOGETHER
WITH A CERTIFIED COPY OF THE
GRANT OF PROBATE IN THE SAME
ESTATE

Exhibits

Exhibit "P.5"
Certified copy
of the Last
Will and
Testament of
Nehemiah T.
Burrows dated
5th April 1917
together with
a certified
copy of the
Grant of
Probate in
the same
estate dated
15th February
1919
S.A.E.B.

BAHAMA ISLANDS

New Providence.

10 I, NEHEMIAH T. BURROWS of the Eastern
District in the Island of New Providence,
Mariner, Declare this to be my last will
after all my just debts and funeral and
testamentary expenses have been paid -
I bequeath all my personal property to my
Wife Sarah Ann Burrows.

20 I further Devise and Bequeath all my
real property wheresoever situated to Anna
Hanna, John Burrows, Nehemiah Burrows,
Frederick Burrows, Harold Burrows, Elizabeth
Burrows and Ellen Burrows all born to me
of the body of my late Wife Ellen E. Burrows.

R.K.D.

Asst.
Registrar

I appoint my said Wife Sarah Ann Burrows
and my son the said John Burrows Executrix
and Executor respectively of this my Will

IN WITNESS WHEREOF I the said
Nehemiah T. Burrows have to this my Will set
my hand this Fifth day of April in the year
of our Lord one thousand nine hundred and
Seventeen.

30 Nehemiah T. Burrows

Signed and acknowledged by the above
named Nehemiah T. Burrows as his Will
in the presence of us present at the
same time, who in his presence and
in the presence of each other have
hereunto subscribed our names as
witnesses. }

Roselyn E. Price

40 T. Augustus Toote

Exhibits

Exhibit "P.5"
 Certified copy
 of the Last
 Will and
 Testament of
 Nehemiah T.
 Burrows dated
 5th April 1917
 together with
 a certified
 copy of the
 Grant of
 Probate in
 the same
 estate dated
 15th February
 1919
 (Continued)

Sworn under
 £5.0.0.

IN THE SUPREME COURT

PROBATE SIDE

In the estate of NEHEMIAH T. BURROWS late of
 Nicolls Town, Andros Island, deceased.

BE it known, that on the Fifteenth day of
 February 1919 the last will and testament
 hereunto annexed of NEHEMIAH T. BURROWS late
 of Nicolls Town, Andros Island deceased, who
 died on the 24th September, 1917 at Nicolls
 Town aforesaid and who at the time of his
 death had a fixed place of abode at Nicolls
 Town aforesaid within the Colony was proved
 and registered in this Court and that adminis-
 tration of all and singular the real and
 personal estates and effects of the said
 deceased was granted by the Court to
 SARAH ANN ELIZABETH BURROWS the Widow &
 Executrix (power being reserved to make
 the like grant to John Burrows the Son &
 Executor), named in the said will, she
 having been first sworn well and faithfully
 to administer the same by paying the just
 debts of the deceased and the legacies
 contained in his will, to exhibit a true and
 perfect inventory of all and singular the
 said estates and effects, and to render a
 just and true account thereof, whenever
 required by law so to do.

10

20

Daniel F. Tudor

Chief Justice.

(SEAL)

30

"P.44" CERTIFIED COPY OF THE LAST
WILL AND TESTAMENT OF JOHN BURROWS
SNR. TOGETHER WITH CERTIFIED COPY
OF GRANT OF PROBATE IN THE SAME
ESTATE

Exhibits

Exhibit "P.44"
Certified copy
of the Last
Will and
Testament of
John Burrows
Snr. dated 11th
August 1938
together with
certified copy
of the Grant
of Probate in
the same
estate dated
11th September
1939

BAHAMA ISLANDS

New Providence

10 THIS IS THE LAST WILL AND TESTAMENT of
me, John Burrows, Senior, of the Eastern
District in the Island of New Providence,
Labourer.

I hereby revoke all other Wills or
testamentary dispositions heretofore made
by me and declare this to be my last Will.

I appoint Adell Evans of the said Island
of New Providence sole Executrix of this
my Will.

A.E.
T.A.T.
R de G.
Regr.

20 I desire my Executrix to pay all my
just debts funeral and testamentary expenses
as soon as possible after my death.

30 I give and devise all my right title
interest and claim in and to all That Lot of
Land and Premises situate in the Eastern
District of the said Island of New Providence
and bounded as follows:- On the South by
Dowdeswell Street on the North partly by land
of the Estate of Charles Ernest Bethell
deceased and partly by land occupied by the
St. George's Club on the East by land in
the possession of the Hon. William Christopher
Barnett Johnson and on the West by land the
property of Capt. William Brown Johnson to
my dear children Eleanor Burrows, Joycelyn
Burrows, John Burrows, Junior, Mizpah Burrows
and Frederick Burrows in equal shares as
tenants in common in fee simple.

40 I give devise and bequeath All the
rest residue and remainder of the Real and
Personal Estates possessed by me or to which
I am entitled to to my said children Eleanor

Exhibits

Exhibit "P.44"
Certified copy
of the Last
Will and
Testament of
John Burrows
Snr. dated 11th
August 1938
together with
certified copy
of the Grant
of Probate in
the same
estate dated
11th September
1939
(Continued)

Burrows, Joycelyn Burrows, John Burrows,
junior, Mizpah Burrows and Frederick Burrows
in equal shares as tenants in common
absolutely and in FEE SIMPLE.

IN WITNESS WHEREOF I the said John
Burrows, Senior, have hereunto set my hand
this 11th day of August, A.D. 1938.

(Sgd) John Burrows, Sr.

Signed and Acknowledged by the said
John Burrows, Senior, as his last
Will in the presence of us, present
at the same time, who in his presence
and in the presence of each other
have hereunto subscribed our names
as witnesses.

10

(Sgd) John H. Knowles

Mechanic

Nassau

Bahamas

(Sgd) T. Augustus Toote

Barrister-at-Law

Nassau, Bahamas.

20



IN THE SUPREME COURT

PROBATE SIDE

1939
No.52

In the estate of John Burrows, Senior of the Eastern District in the Island of New Providence, Labourer, deceased.

10 BE it known, that on the eleventh day of September 1939 the last will and testament hereunto annexed of JOHN BURROWS, Senior late of the Eastern District in the Island of New Providence deceased, who died on the 17th day of July, A.D. 1939 at the Eastern District in the Island of New Providence and who at the time of his death had a fixed place of abode at the Eastern District in the Island of New Providence aforesaid within the Colony was
20 proved and registered in this Court, and that administration of all and singular the real and personal estates and effects of the said deceased was granted by the Court to ADELL EVANS of the Eastern District in the Island of New Providence, the Executrix named in the said will, she having been first sworn well and faithfully to administer the same by paying the just debts of the deceased and the legacies contained in her will to exhibit a true and
30 perfect inventory of all and singular the said estates and effects and to render a just and true account thereof, whenever required by law so to do.

(Sgd) O.B. Daly

(SEAL)

CHIEF JUSTICE.

Exhibits

Exhibit "P.44"
Certified copy
of the Last
Will and
Testament of
John Burrows
Snr. dated 11th
August 1938
together with
certified copy
of the Grant
of Probate in
the same
estate dated
11th September
1939
(Continued)

Exhibits

Exhibit "49A"
Affidavit of
Anne Louise
Burrows Gill
Sworn 27th
January 1960

"P.49A" - AFFIDAVIT OF ANNA
LOUISE BURROWS GILL.

AFFIDAVIT

STATE OF FLORIDA
COUNTY OF MONROE

Personally appeared before me, the undersigned authority Anna Louise Burrows Gill who, first being duly cautioned and sworn, deposes and says:

That Affiant resides at 1023 Whitehead Street, 10
Key West, Monroe County, Florida, that your
Affiant personally knew during his life Clarence
Azgin and in fact, was the first cousin of the
said Clarence Azgin. That Affiant knows of
her own knowledge that the said Clarence Azgin
was born in the Bahamas; that his mother was
Veronica Burrows and that the said Clarence
Azgin was the unlawfully begotten child of
the said Veronica Burrows: that upon the death
of the said Veronica Burrows, said Clarence Azgin 20
went to live with his grandparents, John
Alexander Burrows and Elizabeth Burrows. Further,
Affiant knows of her own personal knowledge
that the said Clarence Azgin came to Miami,
Dade County, Florida in 1920; that his
occupation was that of a field hand, and that
Clarence Azgin travelled between Belle Glade,
Florida and Deerfield Beach, Florida, working
in the fields.

I further personally know that the said 30
Clarence Azgin died in 1922 at Deerfield Beach,
Florida; that immediately prior to his death
he was operated on for a kidney infection and
died during the operation or immediately
thereafter. Affiant further knows that the
said Clarence Azgin was buried in Deerfield
Beach, Florida, and she knows of her own
knowledge that the said Clarence Azgin was
never married at the time of his death nor
had he ever been married and that there were 40
no children begotten of him.

Further Affiant sayeth not.

Anna Louisa Burrows Gill

STATE OF FLORIDA)
COUNTY OF MONROE)

Sworn to and subscribed before me this
27th day of January, A.D. 1960 in the
City of Key West, Monroe County, Florida.

Lilla P. Fields.

Notary Public, State of Florida

(Seal)

10 My Commission expires.
August 9, 1963

BRITISH CONSULATE, MIAMI, FLORIDA

For the legalisation of the
signature of Lilla P. Fields

Notary Public State of Florida

This Consulate assumes no responsibility
for the contents of this document.
Done this twenty eighth day of January, 1960.

Exhibits

Exhibit "49A
Affidavit of
Anne Louise
Burrows Gill
Sworn 27th
January 1960
(Continued)

Exhibits

Exhibit "P.53"
Evidence of
Roseliza Price
and Edith
Augusta Price
in Suit
171/1960

"P.53" - EVIDENCE OF ROSELIZA PRICE
AND EDITH AUGUSTA PRICE IN SUIT 171/1960

A.C.W.1 Roseliza Price d/s

Sometimes known as Rose Price.
My father was John A. Burrows.
He owned land on Hog Island.
I went there for 70 years.
I farmed produce.
Peas, beans and corn. 10
Went over in a boat.
I lived in Nassau.
Some weeks and months used to go and live on
Hog Island.
No cows or sheep or goats.
I worked myself and had labourers; four
brothers named Dean and others who are dead,
and others who have gone away, both men and
women.
I was married when my father died and I had
grandchildren. 20
I knew Henry Peterson myself.
My father bought that land from him.
He bought some of his land but not all.
Peterson lived over here (New Providence) not
on Hog Island.
My father showed me iron marks on the west
side and on the East side a wall.
There were no buildings on the land.
I knew Daniel Hanna; my father gave him
ten acres on Hog Island. 30
This ten acres was on the West side of the
stake in the rocks.
Hanna kept a farm there.
Many days I have been to his farm.
My father told me not to go to the West side
of that iron mark as it was Hanna's and not
his.
We had a well on our part.
And there was another well below our mark i.e.
west of it. 40
There was a wall, but no fence on our property.
The wall was the Eastern boundary.
I paid labourers to work for me, they took me
over in a boat.
We landed right there where there is a little
house on the hill, a good way west of the wall.

Exhibits

Exhibit "P.53"
 Evidence of
 Roseliza Price
 and Edith
 Augusta Price
 in Suit
 171/1960
 (Continued)

We landed at one place all the time.
 I last went over there 18 years ago.
 I then got disabled.
 My mother died after my father.
 Don't remember how long after.
 I do not know a Mr. Gerard.
 I do not know what happened to Hanna's land,
 he became a lunatic, I think.
 I do not know a Mr. Barbes or any land
 10 belonging to a Barbes.
 I worked on lots 7 and 8.
 I often went to the North side.
 There is a mark on the North side.
 Coconut trees, but people dug them up.
 I never planted any casuarinas (cedard).
 I do not remember any tamarind trees.
 The house on the hill has been there about 50
 years.
 It is not near the wall.
 20 There were no buildings on the land where
 my father bought.
 I pointed out the boundaries of my land to the
 Judge when I went.
 I pointed out the Eastern boundaries and I
 pointed out the Western Boundaries.
 Nobody else ever owned any land in the middle.
 Nobody else ever owned any strip in the middle,
 from sea to sea that I knew of.
 30 Many people took me to Hog Island, but I
 cannot remember all their names.
 I heard other people were planting trees and
 fruits there.
 He used to work for me, Rina's son.
 He went away.
 This was before the last war.
 I was told this.
 I was told they were planting to the back of
 the land.
 40 To the North they were making a road.
 The road was going East and West.

(Resumed 10.00 a.m. 11th July)

All present as before

Witness recalled on former Oath

There were no other camps on the property.
 Only the house on the hill already mentioned.

Exhibits
 Exhibit "P.53"
 Evidence of
 Roseliza Price
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 171/1960
 (Continued)

I worked the farm on the North side of the property.
 In bad weather we landed down the coast that is to say West and walked back.
 Just a little above Lowe's place.
 This was West of Hanna's land and West of the spike in the rock.

XXD

I do not claim anything more than my father bought from Peterson. 10
 I do not know how many acres he bought.
 Do not remember going to the Registry in May of this year.
 Do not know Mr. Clyde Roberts, Deputy Registrar.
 I remember swearing an Affidavit this year.
 I do not remember doing so last year.
 I do not now remember what was in the papers.
 They read them over to me first.
 But I don't remember now what was in them.
 I don't know how to answer the question 20
 whether or not I am claiming more than 31 $\frac{1}{4}$ acres.
 I instructed my child Edith to draw up papers for this case.
 I did not tell her the deeds were wrong.
 I did not know they were wrong.
 Agree I only wanted to claim what my father bought.
 I do not know how to answer the question as to whether I am depending on my fathers deed.
 (The parcels in the 1895 deed put to Witness, that description is agreed). 30

The Lawyer read father's Will to me.

(Put to the Witness and the description there in of the Hog Island Land read to her)

I think that accurately describes the land Pa left.
 I know Pa sold 10 acres to Daniel Hanna on the Western side of the property.
 Hanna worked on the land until he became a lunatic, and could not work. 40
 I worked the land for years after Hanna died.
 I don't remember Neely taking Hanna's land in 1920 (Court note Witness hesitant).

I don't remember Charlie Bethell either.
 I have been on Hog Island for 70 years.
 I know Alonzo Stubbs.
 Agree he worked on Hog Island.
 To the West of me.
 Don't know if he was next door, but he
 was to the West.
 I saw people to the West of me but don't
 remember them now.
 10 My father pointed out the western boundary.
 I pointed it out to the Judge, it was
 marked by an iron spike in the rock.

Exhibits

Exhibit "P.53"
 Evidence of
 Roseliza Price
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 Augusta Price
 in Suit
 171/1960
 (Continued)

It was marked by an iron spike in the
 rock. I remember there was nothing else,
 apart from the spike to denote the boundary.
 Hanna had no buildings on his property. I
 saw no buildings on Hanna's land after his
 death. We had all the land in one place.
 He would go West and we would go to our
 20 place. We landed almost in front of the
 house on the hill. Do not know of Morton
 Turtle owning property in that area. Do
 not remember no dock being built near
 my property. I remember no dock being built
 by the time I stopped working there about 18
 years ago. I was then disabled, but my
 children used to go over there. They took
 me once in a while but I saw no dock. Agree
 I saw them building a dock when I went over
 30 there the last time. This dock is below the
 spike (i.e. West). I built the house on the
 hill. We worked anywhere on the land. As
 to the well, from where we landed on the beach,
 we had to pass the well to get to the house.
 The well I pointed out to the Judge. I
 did not dig that well. When my Father
 bought the land he found the well there. I
 do not know if the house is in the middle of
 the land. Same applies to the well. I
 40 pointed out the Western boundary to the
 Judge as I have always known it. I could
 also point out where the well is from the sea.
 I cannot remember whether the East or West
 boundary was nearest to my house. I can't
 say whether my house was more to the East
 or to the West of my land. I have never
 tried walking to see which was nearest. I
 don't know whether the West boundary was

Exhibits

Exhibit "P.53"
 Evidence of
 Roseliza Price
 and Edith
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 in Suit
 171/1960
 (Continued)

further from the house than the East. I was never shown the boundary between lots 7 and 8, only the East and West of the joint lots. I remember seeing citrus trees from the car (Note: during the Court's inspection). They are on my land. I first saw them when I was with the Judge. I don't know the age of those trees. I saw a green house there as well. It is on my land. I don't know if it has been there 30 years. The road through the Citrus Grove is on my land. Rina's son told me this. Neville Hall might have told me but I don't remember. I have been on the land for the last 70 years. It is a long time since I had any body working on the piece of land in dispute and he has been dead many years, it was Butler. He continued working on Hog Island after I had stopped. Butler told me about the road and that they were making a road to the north. I told Mr. Harry McPherson about this. He said he would see to it. This was a good while before McPherson died. He was a Real Estate Man. Since he died only the people I put to work there looked after my interests. I sued to have fruits there. I don't know if McPherson looked after the interests of Charlie Bethell. I had a Robert Miller working for me at one time and living in the house. I sent a messenger to show him the eastern boundary as I didn't want him to go east of it.

10

20

30

Q. Why not point out the west?

A. I told Robert to go east from the landing. I told him to keep to the east of my land. I thought he might go down on other people's land to the west but not to the east where there was a wall. Cannot remember if Hanna's land had high bush on it. Never went on it. Deny instructing Miller to stop Wenner Gren coming into my property. I complained to McPherson about the road. I remember Orlando Ingraham. I heard he was claiming land there. I have seen him over there.

40

Adjourned to 2.30 p.m.

Resumed 2.30 p.m. All present as before.
 Witness recalled on former oath now says:

I did not see Orlando on Hog Island. I never heard he was claiming land there. I never knew that any of my land was advertised for sale by the Supreme Court in 1934. I never put in a claim in 1934. I never heard the Barbes had claimed this land. I did not know my sister Victoria sold any of Hanna's land to Charlie Bethell. I was friendly with all my brothers and sisters. My father left his property by Will to his children. I couldn't take my brothers and sisters shares it was not given to me.

10

Exhibits
Exhibit "P.53"
Evidence of
Roseliza Price
and Edith
Augusta Price
in Suit
171/1960
(Continued)

Q. When you found Hog Island did you mean to do your brothers and sisters out of their share?

A. They were dead. I was told Victoria had left her share to my grandchildren. I agree my children had an interest in this property. Miriam Stuart must have had an interest in the land before she died. She must have had an interest before. Similarly Eliza and all my brothers and sisters. I paid all the expenses. After my brothers and sisters had died I considered all the property was mine; I had paid the expenses. I did not mean to deprive them of their shares whilst they were alive. I feel the property is mine because I am the survivor.

20

30

Q. Do you know exactly where the land is we are claiming?

A. No. The Judge carried me and showed me. Before that I knew they were working it.

Q. Same question repeated.

A. I do not know where the strip is the company are claiming. I myself worked on Lot 7, I did not know it was separated.

(Witness referred to para 9 of Further Statement of Facts and continues)

40

When I got the land from father I did not know there were two Lots involved. No one from Dr. Wenner Gren approached me to buy the land. Mr. Brown came to purchase the land, he was sent by Wenner Gren. Two days later he came

Exhibits

Exhibit "P.53"
Evidence of
Roseliza Price
and Edith
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(Continued)

back and said the deal was closed and Mr. Wenner Gren was going away. This was McPherson's son-in-law Lester Brown. He offered no money only came to see if I would sell. Agreed two years ago Mr. Baker acted for me as Solicitor. He prepared several affidavits for me of this land. Deponents were:-

Neville Hall
Clifford Dean
Walter Lightbourn
Timothy Lightbourn
Alphaeus Miller
Arthur Bentley Stuart
Hosea Ferguson
Alonzo Stubbs

10

I would not know what acreage they were sworn to (no objection these affidavits put in as exhibits T1 to T8)

I never heard the name of Mr. Gerrard in connection with the property of Mr. McKinney or Mr. Alfred Malcolm but I know the son.

20

Re-examined I know Alphaeus Miller, Clifford Dean, Rudell Miller, Hosea Ferguson they are people who are working for me. They all worked in the same area but they worked where they wanted to.

work to the east this was three or four years ago. Alphaeus Miller works there now. Robert? Miller worked for himself. The others worked for me. Alphaeus Miller works there now for me. Cyril Robinson showed the workmen the western boundary. I showed the western boundary to Cyril Robinson.

30

Adjourned to 10.00 a.m. 12/7/61

J.G.F.S.

JUDGE

Resumed 10.00 a.m. 12/7/61 all present as before save Mr. Eugene Dupuch.

Witness recalled on former Oath.

I know where my land is that I am claiming.

I know where my Eastern and Western boundaries are.

If anybody claims any part between my boundaries it is my land.

I forget how many acres there are of my land.

10 My father had the land surveyed when he bought it.

I know say my house is nearer to the Eastern boundary.

There were cows in the back of my property.

Across the back i.e. to the North.

When I pointed out the Western boundary to the Judge, I could not see the spike, but I knew where it was.

I knew because I had always come in a boat. I always knew.

20 per curiam:-

I am 99 years old.

My father showed me the Western boundary when I was about 36.

He took mother and I and the children and told us don't go to the West, and don't go past the wall to the East.

He took us ashore and showed us.

He took us to the first by the house and carried us and showed us.

30 I always remember that he told us.

Q. Why?

A. Because he said he was buying it for his children.

He was living at Abaco and wanted us to have our home here.

I myself was living at Nassau.

He showed me the boundary while he marked in the rock.

40 I did not see him put the spike there but he showed me where he had put it.

He said this is the spike I put here as a mark, so you won't go on other people's property.

It was about so high (Witness demonstrates 8 inches).

Like an iron bolt.

I cannot recollect how far inland it was.

Exhibits

Exhibit "P.53"
Evidence of
Roseliza Price
and Edith
Augusta Price
in Suit
171/1960
(Continued)

Exhibits

Exhibit "P.53"
 Evidence of
 Roseliza Price
 and Edith
 Augusta Price
 in Suit
 171/1960
 (Continued)

It was near the sea.
 In those days Hog Island was bush, people
 walked along sea rocks.
 My father cut a road North and South from where
 the spike was driven to the North coast.
 When he was shown the spike with me were
 Mother, and some sisters.
 Mrs. Hanna, Mrs. Stuart.
 I know nothing about any cut into the rock,
 any boat slip.
 I pointed out the spike to Cyril Robinson.

10

(Court Note - I queries witness as to why
 she couldn't remember where her house was
 yesterday and could remember today -
 answers very unsatisfactory).

I forgot the surveyors name who acted for my
 father.

Now says (It was a Mr. Mattis).

Do not know if he drew a plan.

When my father pointed out the spike it was
 after he had sold to Hanna.

20

The North western boundary my father planted
 coconut trees to mark the North Western
 boundary.

He put a Gamalamy tree on the back land going
 across.

But on the sand coconut trees.

I cannot tell when the coconut trees were
 removed.

It was long before I stopped working.

30

(Questioned by court as to how much nearer the
 house was to the East).

Witness says agrees he talked about the house
 with my Grandchildren last night).

I am unable to demonstrate with a model.

People cut the North South road for my father.

I don't know if Cyril Robinson went to check
 on this.

I told him it was a spike and to go over
 and see.

40

He did not report to me.

He did not tell me there was a dock being
 built near to the spike.

It is 18 years since I was last over there.

A.C.W.2 Edith Augusta Price d/sExhibits

Exhibit "P.53"
 Evidence of
 Roseliza Price
 and Edith
 Augusta Price
 in Suit
 171/1960
 (Continued)

10 Daughter of adverse claimant. I am 67.
 I have known the Hog Island property since
 child. I worked over there until mother
 stopped. Mother stopped between 16 and
 18 years ago. I myself did not stop
 going over there. We always landed
 between two big bluffs of rock. Nice
 beach there. No dock there. This is
 16 to 18 years ago. We then went north
 of the hill and then switched over to
 where the fields were i.e. east or west.
 There was a house on top of the hill.
 It was two to three minutes walk to the
 east wall. There was a cow wall east and
 west situate north of the house. This
 was situate about the middle of the
 property. The cowpen was northwest of the
 house. In the front rocks is a cut for
 20 use when sea is rough. We used to pull
 the boat in and walk up.....the
 fields were always on the back. They
 were both east and west of the house
 I knew about two huts on the land this
 was before the house on the hill was built.
 One near the tamarind tree southeast of
 them the other by the back wall running to
 the cowpen. The first was a little thatched
 hut with no walls just sticks no floor.....
 30 there were no field in the area of the
 northwest stake but we collected cocoa plums
 there and used the beach.....the
 fields on mother's land were never smaller
 than an acre.....the thatched hut
 was there for years up to about 1925.
 The house on the hill was built about 40
 years ago. Mrs. Rose Eliza Price kept fields
 herself on different parts not all in
 40 one place. The field which I farmed most
 to the westerly was a field below that is
 to say west of the cow pasture. This
 particular field was being worked when I
 stopped 16 to 18 years ago.....

XXd.

Agreed I was present when mother went to her

Exhibits
 Exhibit "P.53"
 Evidence of
 Roseliza Price
 and Edith
 Augusta Price
 in Suit
 171/1960
 (Continued)

lawyers. At her age she needs assistance. She sent me to Mr. Baker. He said he would take some affidavits. I don't know why he wanted them. I don't know what acreage she was claiming..... 10
 She was claiming what she took care of. Mother told me to tell Mr. Baker she had looked after the property herself all that time without any assistance except Victoria..... 10
 I had worked on Hog Island over 40 years..... agreed that approximately 20 years prior to the last war I worked constantly on Hog Island with my mother.....
 we used to get a boat at the Fort Montagu. Drove there in a car or truck. We had a car on the 1920's then a Buick. The boatman took the boat to the Fort. As a child we used to go from the Guard Room until stopped. We had several boatmen. 20
 Some lived near us. Agreed the Armstrong slip is near us. If a motor boat we went from Rawson Square.....I myself did not work quite right down to the western boundary but very far west from the house. West of the cowpen. Due west of it. The cow patch once had a western wall I remember it as a child don't know what happened to it. At one time my father kept goats over there. 30
 Plenty. Victoria Hanna used to go with mother and was no one else but me. The rest of the family were in the States. Victoria used to make her own field.....She said she had some land of her own.....Victoria worked north and west of the cowpen.....
 The last field I and Ma worked was north-west of the tamarind well due west of the house on the hill about 300 yards..... 40
 We would work our fields 18 months to two years depended until it was worked out. We had a road starting south of the house going west. We had to climb over the remains of a wall. This wall I thought was the west wall to the cowpen which came down just a little south of the house.....My Ma now claim all the property of her father. That she is the only person who owns it.

I say the grandchildren have no interests. Ma took care of the property entirely..... Mr. Tootte was my mother's lawyer when he was alive.

Exhibits
Exhibit "P.53"
Evidence of
Roseliza Price
and Edith
Augusta Price
in Suit
171/1960
(Continued)

Re-examinedI know the Dean brothers. My mother used to send them over to work after she left there. Mother paid them.

ADVERSE CLAIMANTS' EXHIBITS

10

"A.1 - CERTIFIED COPY OF THE LAST WILL AND TESTAMENT OF VICTORIA LOUISE HANNA TOGETHER WITH CERTIFIED COPY OF GRANT OF PROBATE ISSUED IN THE SAME ESTATE

Exhibit "A.1"
Certified copy of Last Will and Testament of Victoria Louise Hanna dated 3rd February 1940 together with certified copy of Grant of Probate issued in the same estate dated 2nd October 1945

BAHAMA ISLANDS

New Providence.

20

THIS IS THE LAST WILL AND TESTAMENT of me Victoria Louise Hanna of Canaan Lane in the Eastern District of the Island of New Providence Widow, hereby revoking and annulling all other Wills or testamentary dispositions heretofore made by me.....

I appoint my daughter Annie Elizabeth Sands and my niece Beatrice Louise Lightbourn Executrices of this my Will.....

T.A.T.
A.E.S.
B.L.L.

I direct my Executrices to pay all my just debts funeral and testamentary expenses as soon as possible after my death.....

C.R.
Ag. Asst. Regr.

30

I give a Wooden Building with Two rooms therein (to be removed) situated on a Lot of Land on the West Side of Hawkins Hill in the Eastern District of the Island of New Providence aforesaid to my niece Satella Carey, absolutely

Exhibits

Exhibit "A.1"
Certified copy
of Last Will
and Testament
of Victoria
Louise Hanna
dated 3rd
February 1940
together with
certified copy
of Grant of
Probate issued
in the same
estate dated
2nd October
1945
(Continued)

I direct authorise and empower my said executrices to sell and dispose of after my death the Lot of Land and Premises in which I reside situated on the West Side of Canaan Lane in the Eastern District of the Island of New Providence aforesaid and to divide the Net proceeds derived from the said Sale as to One Eight Share thereof to the said Satella Carey, as to One Half Share thereof to the said Annie Elizabeth Sands and as to the rest residue and remainder of the said Net Proceeds to the said Beatrice Louise Lightbourn and my niece Edith Augusta Price in equal shares, absolutely.

10

I give and devise All That Lot of Land with a Two Storey Wooden Building thereon situated on the West Side of Hawkins Hill Road in the Eastern District of the Island of New Providence aforesaid to my said daughter Annie Elizabeth Sands for the term of her natural life and after her decease to my nieces and nephews Cyril Price Robinson, Cleo Lightbourn, Sybil Lightbourn, Mercedes Lightbourn, Cynthia Lightbourn, Naomi Lightbourn, Eric Lightbourn, Patricia Lightbourn and Joyce Lightbourn in equal shares as tenants in common in FEE SIMPLE.....

20

I give and devise All That Lot of Land given to me by my late father and situated at Hog Island and all other Lands or interest therein owned or possessed by me at my death to the said Annie Elizabeth Sands for the term of her natural life and after her decease to the said Cyril Price Robinson, Cleo Lightbourn, Sybil Lightbourn, Mercedes Lightbourn, Cynthia Lightbourn, Naomi Lightbourn, Eric Lightbourn, Patricia Lightbourn and Joyce Lightbourn in equal shares as tenants in common in FEE SIMPLE

30

40

I give and bequeath all the rest of my residue and remainder of the Personal Estate possessed by me at my death to the said Annie Elizabeth Sands absolutely.....

IN WITNESS whereof I have hereunto set

my hand this Third day of February in the year of Our Lord One thousand nine hundred and Forty

Victoria L. Hanna

10

Signed and Acknowledged by)
the said Victoria Louise)
Hanna as her last Will in)
the presence of us present)
at the same time and in)
her presence and in the)
presence of each other)
have hereunto subscribed)
our names as witnesses)

Stanley Elliott Musician
Nassau
Bahamas.

20

T. Augustus Toote
Barrister-at-Law
Nassau N.P.
Bahamas

Exhibits

Exhibit "A.1"
Certified copy
of Last Will
and Testament
of Victoria
Louise Hanna
dated 3rd
February 1940
together with
certified copy
of Grant of
Probate issued
in the same
estate dated
2nd October
1945
(Continued)

ExhibitsIN THE SUPREME COURT
PROBATE SIDE

Exhibit "A.1"
Certified copy
of Last Will
and Testament
of Victoria
Louise Hanna
dated 3rd
February 1940
together with
certified copy
of Grant of
Probate issued
in the same
estate dated
2nd October
1945
(Continued)

1945
No.97

In the Estate of Victoria Louise Hanna of
the Eastern District in the Island of New
Providence, Widow.

BE it known, that on the second day of
October 1945 the last will and testament
hereunto annexed of Victoria Louise Hanna late
of the Eastern District in the Island of New
Providence deceased, who died on the second
day of September 1945 at the Eastern District
in the Island of New Providence and who at the
time of her death had a fixed place of abode
at the Eastern District in the Island of New
Providence within the Colony was proved and
registered in this Court, and that administration
of all and singular the real and personal
estates and effects of the said deceased was
granted by the Court to Annie Elizabeth Sands
and Beatrice Louise Lightbourn the executrices
named in the said will, they having been first
sworn well and faithfully to administer the
same, by paying the just debts of the deceased
and the legatee contained in her will, to
exhibit a true and perfect inventory of all
and singular the said estates and effects, and
to render a just and true account thereof,
whenever required by law so to do.

10

20

30

Sworn under
£1633

O.L. Bancroft
Chief Justice (Ag.)
(Seal)

"A.2" CERTIFIED COPY OF DEED OF
ASSENT IN THE ESTATE OF VICTORIA
LOUISE HANNA

Exhibits

Exhibit "A.2"
Certified copy
of Deed of
Assent in the
Estate of
Victoria Louise
Hanna
11th November
1961

BAHAMA ISLANDS,)
New Providence } THE REAL ESTATE
 } DEVOLUTION ACT.
 } (Cap.182)

10 IN THE MATTER OF THE ESTATE OF Victoria
Louise Hanna late of the Eastern District
in the Island of New Providence, widow
deceased, administered under the authority
of:

(a) Letters of Probate (or Administration
cum testamento annexo) issued by the
Supreme Court on the 2nd day of October,
1945 in respect of the Will of the said
deceased which bears date the 3rd day of
February, 1940

20 KNOW ALL MEN BY THESE PRESENTS that I as
sole surviving personal representative,
acting in the above matter under the authority
aforesaid, DO HEREBY ASSENT, as follows:

(a) to the following devise, contained
in the Will above referred to, that is to
say:-

30 "I give and devise All That Lot of Land
with a Two Storey Wooden Building thereon
situated on the West Side of Hawkins Hill
Road in the Eastern District of the Island
of New Providence aforesaid to my daughter
Annie Elizabeth Sands for the term of
her natural life and after her decease to
my nieces and nephews Cyril Price Robinson,
Cleo Lightbourn, Sybil Lightbourn, Mercedes
Lightbourn, Cynthia Lightbourn, Naomi Lightbourn,
Eric Lightbourn, Patricia Lightbourn and
Joyce Lightbourn.

"I give and devise All That Lot of Land given
to me by my late father and situated at Hog
Island and all other lands or interest

Exhibits

Exhibit "A.2"
Certified copy
of Deed of
Assent in the
Estate of
Victoria Louise
Hanna
11th November
1961
(Continued)

therein owned or possessed by me at my death to the said Annie Elizabeth Sands for the term of her natural life and after her decease to the said Cyril Price Robinson, Cleo Lightbourn, Sybil Lightbourn, Mercedes Lightbourn, Cynthia Lightbourn, Naomi Lightbourn, Eric Lightbourn, Patricia Lightbourn and Joyce Lightbourn."

IN WITNESS WHEREOF I have hereunto set my hand and seal this 11th day of November One thousand, nine hundred and Sixty one

10

Signed sealed and delivered by)
the above named Beatrice)
Louise Lightbourn in the)
presence of:)
Beatrice L.
Lightbourn

Albert A. Dean

I, Albert A. Dean of the Island of New Providence, Civil Servant, make oath and say that I was present and saw Beatrice Louise Lightbourn of the same place sign and seal this Deed and execute and deliver the same as her act and deed; and that I subscribed my name as witness thereto.

20

SWORN to this 14th day of November,) A.A. Dean
A.D. 1961 before me) 14/11/61

N.C. Robert

Ag. Registrar General

NOTE: After execution, this deed must be left for registration at the office of the Registrar of Records, in accordance with section 7 of the said Act, which provides that no stamp duty or other fee shall be chargeable thereon.

30

BAHAMA ISLANDS
Registrar General's Office

14th November , 1961

LODGED FOR RECORD BY

Sybil Ford
this 14th day of
November A.D.1961.

In re the Real Estate
Devolution Act, 1914
(Cap. 182)

And in re the
Estate of the
late VICTORIA
LOUISE HANNA

10

D. Puidier
for Registrar General

Exhibits

Exhibit "A.2"
Certified copy
of Deed of
Assent in the
Estate of
Victoria Louise
Hanna
11th November
1961
(Continued)

I CERTIFY the within to be duly proved
and recorded in Book Vol. 458 pages
274 to 277 in accordance with the
provisions of the Registration of
Records Act, Chapter 93.

DEED OF ASSENT

by the Personal Representative
under Section 5(1) of the said
Act.

20



Exhibits

Exhibit "A4(2)"
 Executors oath
 sworn by Sarah
 Ann Elizabeth
 Burrows in the
 estate of
 Nehemiah T.
 Burrows deceased
 11th February
 1919

"A.4(2)" - EXECUTORS OATH SWORN BY
 SARAH ANN ELIZABETH BURROWS IN THE
 ESTATE OF NEHEMLAH T. BURROWS
 DECEASED

IN THE SUPREME COURT
 PROBATE SIDE

1919 No. 2

In the estate of Nehemiah T. Burrows deceased.

I, SARAH ANN ELIZABETH BURROWS of Nichols
 Town in the Island of Andros make oath and 10
 say: that I believe the paper writing hereunto
 annexed and marked by me to contain the true
 and original last will and testament of Nehemiah
 T. Burrows late of Nichols Town in the island
 of Andros deceased, who was domiciled in the
 Colony at the time of his death, and that I am
 the executrix therein named, the other executor
 now being in Europe and that I will well and
 faithfully administer the real and personal 20
 estates and effects of the said deceased and pay
 his just debts and the legacies contained in his
 will so far as the same shall thereto extend and
 the law bind me; that I will exhibit a true
 and perfect inventory of all and singular the
 said estates and effects, and render a just and
 true account thereof whenever required by law
 so to do; that the testator died at Nichols
 Town in the island of Andros on the Twenty fourth 30
 day of September 1917, and that the said
 testator at the time of his death had a fixed
 place of abode at Dowdowell Street, Nassau,
 New Providence within the Colony; and that, to
 the best of my knowledge, information and
 belief, the whole of the property of the said
 deceased, to be affected by the grant applied
 for, is comprised or referred to in the
 Schedules annexed to this affidavit, and the
 personal estate and effects of which the said
 deceased died possessed are under the value 40
 of £5

SWORN at Nassau on the 11th day of February 1919
 Before me, Sarah A.E. Burrows.

R.K. D.MCombe
 asst. Registrar.

SCHEDULE of the PERSONAL ESTATES and EFFECTS of
the said deceased, with the estimated value
thereof.

Exhibits

	£	s.	d.	
Household goods, line, wearing apparel, books, plate, jewels, etc.	3	0.	0.	Exhibit "A4(2)" Executors oath sworn by Sarah Ann Elizabeth Burrows in the estate of Nehemiah T. Burrows deceased 11th February 1919 (Continued)
Money in possession of deceased at the time of his death		nil		
10 Amounts deposited in a bank, at interest		nil		
Amounts deposited in a bank, not at interest.		nil		
Money out on Mortgage or loan, and other securities.		nil		
Stock-in-trade, farming stock, and implements of husbandry.		nil		
20 Other personal property, not comprised under the foregoing heads.		nil		
Total estimated value of Personal Estate and Effects	£3.	0.	0.	

Exhibits

Exhibit "A4(2)"
 Executors oath
 sworn by Sarah
 Ann Elizabeth
 Burrows in the
 estate of
 Nehemiah T.
 Burrows deceased
 11th February
 1919
 (Continued)

SCHEDULE of the REAL PROPERTY owned by
 the said deceased.

General description of the Premises and situation of the land	Occupier or Tenant	Estimated Acreage or Measurement	
Land in Dowdeswell Street, Nassau bounded on the North by property of John Dillet, on the East by property of Mr. Kemp, on the South by Dowdeswell Street and on the west by property of Mrs. V. Cancino	Rosanna Davis Marion Thurston Leandie Morris George Kerr Sam Reckley John Macintosh	North 56 ft. 6 in. East 83 ft. South 56 ft. 6 in. West 84 ft.	10

"A.20". - CERTIFIED COPY OF LAST WILL
AND TESTAMENT OF ROSELIZA ELIZABETH
PRICE TOGETHER WITH A GRANT OF PROBATE

Exhibits

Exhibit "A.20"
Certified copy
of Last Will
and
Testament of
Roseliza
Elizabeth Price
dated 30th
March 1962
together with
a Grant of
Probate issued
27th November
1963

BAHAMA ISLANDS,

New Providence.

10 I, ROSELIZA ELIZABETH PRICE of the City
of Nassau in the Island of New Providence,
Widow, hereby revoke all former Wills and
testamentary dispositions heretofore made
by me and declare this to be my Last Will

I APPOINT my daughters Beatrice Louise
Lightbourn and Edith Augusta Price
Executrixes of this my Will and direct my
said Executrixes to pay all my just debts
funeral and testamentary expenses as soon
as possible after my death.

20 I give devise and bequeath unto the said
Beatrice Louise Lightbourn ONE THIRD and
unto the said Edith Augusta Price TWO THIRDS
of my lot of land and dwelling house situate
on the south side of Shirley street in the
City of Nassau in the Island of New Providence
aforesaid as tenants in common absolutely and
in fee simple

30 I give devise and bequeath to the said
Beatrice Louise Lightbourn ONE THIRD and
to the said Edith Augusta Price TWO THIRDS
of all my land at Hog Island in the Bahama
Islands, all my land at Grand Bahama, all my
land at Burrows' Cay in the said Bahama Islands,
all my land at Moore's Island in the District
of Abaco in the said Bahama Islands, all my
two lots of land at Hawkins Hill in the Eastern
District in the Island of New Providence afore-
said and all my land situate on the North side
of Shirley Street in the Eastern District
of the Island of New Providence as tenants in
common absolutely and in fee simple

40 I give and bequeath unto the said Beatrice
Louise Lightbourn ONE THIRD and unto the

Exhibits

Exhibit "A.20"
Certified copy
of Last Will
and
Testament of
Roseliza
Elizabeth Price
dated 30th
March 1962
together with
a Grant of
Probate issued
27th November
1963
(Continued)

said Edith Augusta Price TWO THIRDS of
all monies possessed by me at the time of
my death and all the rest residue and
remainder of my real and personal estate
of whatsoever nature or kind and where-
soever situated as tenants in common
absolutely and in fee simple

IN WITNESS WHEREOF I, the said Roseliza
Elizabeth Price have hereunto set my hand
to this my WILL this 30th day of March in 10
the year of Our Lord One Thousand Nine
hundred and Sixty two

her

Roseliza X Elizabeth Price
mark

Roseliza Elizabeth Price

Signed by the above named Roseliza
Elizabeth Price as her LAST WILL in the
presence of us, both being present at the
same time, who in her presence and at her
request and in the presence of each other
have hereunto subscribed our names as
Witnesses 20

Willis Albert Russell

Hugh Campbell Cleare

Geraldine Murdoch

Ag. Asst. Registrar General

Date: 22nd November 1963

IN THE SUPREME COURT
 PROBATE SIDE

1963 No. 404

In the estate of Roseliza Elizabeth Price
 late of the City of Nassau
 in the Island of New
 Providence one of the
 Bahama Islands, Widow,
 deceased.

Exhibits

Exhibit "A.20"
 Certified copy
 of Last Will
 and
 Testament of
 Roseliza
 Elizabeth Price
 dated 30th
 March 1962
 together with
 a Grant of
 Probate issued
 27th November
 1963
 (Continued)

10 BE it known, that on the 27th day of
 November 1963 the last will and testament
 hereunto annexed of Roseliza Elizabeth Price
 late of the City of Nassau in the Island of
 New Providence one of the Bahama Island,
 Widow, deceased, who died on the Sixth day
 of March, 1963 at the said City of Nassau
 in the Island of New Providence, and who at
 the time of her death had a fixed place of
 abode at Shirley Street in the said City of
 20 Nassau within the Colony was proved and
 registered in this Court, and that administra-
 tion of all and singular the real and
 personal estates and effects of the said
 deceased was granted by the Court to Beatrice
 Louise Lightbourn and Edith Augusta Price,
 the Executrices named in the said will, they
 having been first sworn well and faithfully
 to administer the same, by paying the just
 debts of the deceased and the legacies contained
 30 in her will, to exhibit a true and perfect
 inventory of all and singular the said estates
 and effects, and to render a just and true
 account thereof, whenever required by law so
 to do.

Exhibits

Exhibit "A.21"
Certified copy
of Deed of
Assent in the
estate of
Roseliza
Elizabeth
Price
3rd December
1963

"A.21" CERTIFIED COPY OF DEED OF
ASSENT IN THE ESTATE OF ROSELIZA
ELIZABETH PRICE

BAHAMA ISLANDS
NEW PROVIDENCE.

I LILITH ROSENA ADDERLEY of the City
of Nassau in the Island of New Providence
one of the Bahama Islands Secretary make
Oath and say that I was present and saw
Beatrice Louise Lightbourn of the said
City of Nassau Widow and Edith Augusta
Price of the said City of Nassau Single
Woman Sign Seal and as and for their
respective act and deed Execute and Deliver
the annexed DEED OF ASSENT dated the
Third day of December A.D. 1963 for the
purposes therein mentioned and that I
subscribed my name as the Witness to the
due execution thereof.

10

SWORN to this Third
day of December A.D.1963 } Lilith R. Adderley

20

Before me,

P.L. Adderley
.....

NOTARY PUBLIC

NOTARIAL SEAL

BAHAMA ISLANDS

NEW PROVIDENCE.

IN RE THE REAL ESTATE DEVOLUTION ACT

IN THE MATTER of the Estate of Roseliza Elizabeth Price late of the City of Nassau in the Island of New Providence one of the Bahama Islands Widow deceased administered under the authority of Letters of Probate issued by the Supreme Court of the said Bahama Islands on its Probate Side on the Twenty-seventh day of November in the Year of Our Lord One Thousand Nine hundred and sixty three in respect of the Will of the said deceased which bears date the Thirtieth day of March in the Year of Our Lord One thousand nine hundred and sixty two KNOW ALL MEN BY THESE PRESENTS that We Beatrice Louise Lightbourn and Edith Augusta Price as Personal Representatives acting in the above matter under the authority aforesaid DO HEREBY ASSENT as follows:-

To the following gift devise and bequest contained in the Will above referred to that is to say:-

"I give devise and bequeath to the said Beatrice Louise Lightbourn ONE THIRD and to the said Edith Augusta Price TWO THIRDS of all my land at Hog Island in the Bahama Islands, all my land at Grand Bahama, all my land at Burrows' Cay in the said Bahama Islands, all my land at Moore's Island in the District of Abaco in the said Bahama Islands, all my two lots of land at Hawkins Hill in the Eastern District in the Island of New Providence aforesaid and all my land situate on the North side of Shirley Street in the Eastern District of the Island of New Providence as tenants in common absolutely and in fee simple."

IN WITNESS WHEREOF We the said Beatrice Louise Lightbourn and Edith Augusta Price have

Exhibits

Exhibit "A.21"
 Certified copy
 of Deed of
 Assent in the
 estate of
 Roseliza
 Elizabeth
 Price
 3rd December
 1963
 (Continued)

P.L. Adderley
 ATTORNEY-AT-LAW,
 CHAMBERS, NASSAU,
 BAHAMAS.

10

20

30

40

Exhibits
Exhibit "A.21"
Certified copy
of Deed of
Assent in the
estate of
Roseliza
Elizabeth
Price
3rd December
1963
(Continued)

hereunto set our hands and seals this
Third day of December in the Year of Our
Lord One thousand nine hundred and sixty
three.

Beatrice L. Lightbourn Red Seal

Edith A. Price Red Seal

Signed Sealed and Delivered by
the said Beatrice Louise Lightbourn }
and Edith Augusta Price in the }
presence of:-

10

Lilith R. Adderley

BAHAMA ISLANDS
Register General's Office

I certify the foregoing to be
a true copy from record book

Geraldine Murdoch
Ag. Asst. Registrar General

IN THE PRIVY COUNCIL

No. 40 of 1964

ON APPEAL

FROM THE SUPREME COURT OF THE BAHAMA ISLANDS

B E T W E E N:

EQUITY SIDE

1963
No. 391

IN THE MATTER of the Quieting Titles Act 1959

- and -

IN THE MATTER of Seventy six one hundred and fifths undivided interests in and to all that tract of land being part of Lot Number Eight (8) at Hog Island, now known as Paradise Island, containing thirty two and fifteen hundredths (32.15) acres and being bounded on the North by sea, on the East by Lot Number Nine (9), on the South by the Harbour of Nassau, and on the West by the other portion of Lot Number Eight (8)

- and -

IN THE MATTER of the Petition of Paradise Beach and Transportation Company Limited, Beach Head Limited and Eleanor Parroti, Joycelyn Moxey, Mizpah Burrows and Frederick Burrows.

RECORD OF PROCEEDINGS

LOVELL, WHITE & KING,
1 Sergeant's Inn,
Fleet Street,
London, E.C.4.
Solicitors for Paradise
Beach & Transportation
Company Limited and
others.

CHARLES RUSSEL & CO.,
37, Norfolk Street,
Strand, London, W.C.2.
Solicitors for Beach
Head Ltd.

BULCRAIG & DAVIS,
Amberley House,
Norfolk Street,
Strand,
London, W.C.2.
Solicitors for A. Price
Robinson & Others.