



IN THE SUPREME COURT OF JUDICATURE OF JAMAICA

IN THE COMMERCIAL DIVISION

CLAIM NO. 2017 HCV 02300

CLAIM NO. 2018 CD 0069

CLAIM NO. 2018 CD 00629 (formerly 2018 HCV 01246)

CLAIM NO. SU2019CD00190 (formerly 2018 HCV 00860)

(CONSOLIDATED)

BETWEEN	GLORIA GRACE ANN PALMER	1ST CLAIMANT
	PAUL ANTHONY THOMAS	2ND CLAIMANT
	SARA SAMANTHA FORBES	3RD CLAIMANT
AND	PAUL SINCLAIR	1ST DEFENDANT
	GREGORY FORBES	2ND DEFENDANT
	HEATHER FORBES-THOMPSON	3RD DEFENDANT

Wills – Competing wills – Whether executed by testator and duly witnessed – Transfers, Declarations of Trust and other instruments – Whether forged – Evidence of expert forensic document examiners - Whether evidence of witnesses to documents to be preferred.

**Charles Piper KC, Diangelo Foster, Immanuel Williams and Nickardo Lawson
instructed by Charles E. Piper & Associates for Claimants.**

Ms. Esther Reid for the First Defendant

Caroline Hay KC, Barbara Hines and Tereece Wong instructed by Barbara Hines & Co. for 2nd and 3rd Defendants.

Heard: 26th, 27th, 28th, 29th, 30th July 2021; 15th November 2021, 6th, 7th, 9th June 2022; 18th, 19th October 2022; 5th June 2023; 22nd, 23rd, 24th, 25th, 26th, 29th April 2024; 2nd, 3rd, 4th, 5th, 6th, 9th, 11th, 12th, 13th September 2024; 15th January 2025 and 17th September 2025

In Open Court

Cor: Batts, J.

[1] On the first day of trial Mr. Hugh Wildman indicated that his instructions related to Suit 02300HCV2017 and although consolidated he had no instructions in the other matters. I extended the time for filing of witness statements which had been filed out of time. The 2nd Defendant's attorney requested time to take instructions on documents recently served. The matter was adjourned to the following day. On the 27th July 2021 Mrs. Reid indicated that herself and Mr. Wildman would continue to represent the 1st Defendant jointly. I made it clear that only one advocate would be allowed to lead evidence and/or cross-examine each witness. Miss Reid then asked for time to take instructions. She thereafter indicated that the trial could proceed on that basis without objection. The trial therefore commenced. Mr. Wildman would later apply to be removed as counsel on record for the 1st Defendant. There being no objection he was permitted to withdraw.

[2] This trial has taken a long time to be completed. It has had to be adjourned part heard on several occasions due to a variety of circumstances. Several expert witnesses have given evidence and therefore the material I must review is considerable. It is a consolidation of four claims in, some of, which the position of Claimants and Defendants changed place. Upon the claim being consolidated I renamed the matter in the manner identified above. It is in all these circumstances that I apologize in advance for the length of this judgment. I am however satisfied

that, on a balance of probabilities, the facts are as I state them at paragraphs 107 to 111 below.

- [3] The circumstances giving rise to these several claims and counter claims may be shortly stated. Mr. Lloyd Lawrence Forbes (also called Lawrence Lloyd Forbes or Lloyd Forbes) in his lifetime acquired wealth and property. I will in this judgment refer to him as Mr. Forbes. He was a partner in a real estate company. His partner was Mr. Paul Anthony Thomas (the 2nd Claimant). Mr. Forbes married Eneta and the couple had two children, now adults, they are the 2nd and 3rd Defendants. His wife and children were well provided for and all now reside overseas. Mr. Forbes also had another family consequent to an intimate relationship with Miss Gloria Grace Ann Palmer, (the first Claimant). She worked as a senior secretary at the law office which handled Mr. Forbes' legal affairs. The third Claimant, (Samantha Forbes), is the progeny of the relationship between Mr. Forbes and the first Claimant. Mr. Forbes died on the 20th May, 2017 after being hospitalized.
- [4] Inserted into this imbroglio is Mr. Paul Sinclair, (the 1st Defendant). He, it is common ground, had been caretaker for Mr. Forbes. He had been a trusted employee of many years and asserts that at all material times he was illiterate. The 1st Defendant's name appears on many of the title documents and he is alleged to have signed a Declaration of Trust, a Power of Attorney, as well as some of the Transfers. The Claimants contend that, to keep certain transactions secret, the 1st and 2nd Claimants and Mr. Forbes were the beneficial owners who used the 1st Defendant as a trustee.
- [5] The factual and legal issues for my determination relate to the validity of Wills, Transfers, Declaration(s) of Trust and Power(s) of Attorney as well as the question who has the beneficial interest in certain property. For convenience, and ease of reference, I will list the documents in issue based upon the respective statements of case:

a. Claim HCV 02300/2017

- The purported Will of the 8th November 2016
- The purported Will of the 29th December 2014

b. Claim 2018 CD 00069

- Volume 1185 Folio 226 Re: Lot 2 Land part of Ballinger Globe Willowgate Plaza Manchester
- Volume 1473 Folio 157 Land part of Hopeton Pen Lot 2
- Volume 1473 Folio 158 Lot 2 Hopeton Road
- Declarations of Trust signed by Paul Sinclair
- Powers of Attorney signed by Paul Sinclair - Titles registered at:
 - Volume 1185 Folio 226
 - Volume 1473 Folio 157
 - Volume 1473 Folio 158
 - Volume 1454 Folio 672
 - Volume 1454 Folio 673
 - Volume 1454 Folio 674
 - Volume 1454 Folio 675
 - Volume 1454 Folio 677
 - Volume 1454 Folio 679
 - Volume 1454 Folio 680

c. Claim 2018 CD 00629 (formerly 2018 HCV 01246) - Titles registered at

- Volume 1454 Folio 674
- Volume 1454 Folio 661
- Volume 1454 Folio 672
- Volume 1454 Folio 673
- Volume 1454 Folio 674
- Volume 1454 Folio 675
- Volume 1454 Folio 676
- Volume 1454 Folio 677

- Volume 1454 Folio 679
- Volume 1454 Folio 680
- Volume 1454 Folio 681
- Volume 1454 Folio 663

(d) Claim SU 2019CD 00190 (formerly 2018 HCV 00860)

This Claim put in issue all titles listed in Claims 2018 CD 0069 and 2018 HCV 0136 above.

[6] On the first day of trial, Mr. Piper did not open to the facts but indicated his reliance on the Claimant's Pre-trial Memorandum, see Bundle 2 page 8. The core and other bundles before me were numbered one to eleven. By consent an agreed bundle of documents was tendered and admitted as Exhibit 1. Exhibit 2 was a bundle of documents filed on the 23rd July 2021 (with some documents in it redacted).

[7] The Claimants' first witness was an expert forensic document examiner, Sharon Rose Hampton, who gave evidence by video link. Her expert report dated 5th February 2021 was admitted into evidence as Exhibit 3. Her supplemental report, dated 17 February 2021, was Exhibit 4. This witness was questioned extensively in chief primarily because her opinion had changed and in fact ran counter to the claim. It emerged that her opinion changed after she saw the reports of two other experts. She stated:

"Q: When we look at your report commencing on page 2 you started by reviewing these other reports.

A: That's how I presented it. Clear because of circumstances to address their reports in beginning

Q: By your report you were influenced by content of Ms. East's report

A: *A document examiner is influenced and I accumulated information. Their reports did influence me.*

[8] The witness in answer to Mr. Piper proceeded to explain some rather, from my perspective, shocking conclusions. Not the least of which was that the passport and electoral card submitted to her as “known” signatures had in fact been tampered with and contained non-genuine signatures. The witness admitted she had not seen the original of the 2004 passport, the signature on, which she opined was non-genuine. She concluded that the maker of all signatures was the same person,

“Q: *Was it your opinion that same person who altered the 2004 passport also altered the election card.*

A: *Yes ... the fundamental similarities indicated the same writer.*

That “same writer” she concluded was someone other than Mr Forbes (the deceased).

[9] Mr. Piper, by way of examination in chief, took his expert through her report and its findings. The more he did so, the more unconvincing she became. An example:

“Q: *in paragraph 15, K3 signature ... toQ13 Hampton transfer shares*
What you mean by due to association

A: *when one signature is called into question as not genuine. This was most difficult. All exactly alike with difference. Had it all figured out cannot explain it. So many similarities. When document given as a known and other examiner got it as a questioned. This one document created multiple times, differs in spelling of Mr. Forbe’s names.*

I found a diagram supporting statement on page 13. Mr. Paulisick K2 and K3 slightly different at top of page diagram #2 shows construction different thickness of line which means more than one writing.

Two characteristics prove non-genuine. Relationship of these two signatures being similar and in Mr. Paulisick can be proven to have been created suspecting not as genuine handwriting.

Q: *The K2 and K3 of Mr. Paulisick*

A: *Correct."*

[10] Mr. Piper then tendered through the witness the original letter dated 14th January 2011 as Exhibit 5. This she stated was a genuine notarization with J.P. signature.

There then followed,

“Q: *Mr. Jeremiah signature in that letter is genuine but one in Power of Attorney at page 11 in Supplemental report is not genuine.*

A: *yes, correct that is what I am saying*

Q: *you determine that by a photocopy of his signature in letter of 14 January 2011 (Ex. 5)*

A: *Agree with you*

Q: *formed basis of your assessment of known signature of Jeremiah*

A: *Correct*

Q: *you had no other sample of JP's signature.*

A: *Correct."*

Interestingly this witness also threw doubt on the genuineness of Mr. B. A. Ricketts' signatures but said it was not part of her forensic findings.

[11] Cross-examination by Mrs. Hay, which followed, did not improve my opinion of this witness. She was unaware of the identity of Mr. Piper's clients although Mr. Piper was the attorney who instructed her. The following exchange further exemplified witness' apparent confusion,

“Q: you are saying same opinion as East and Paulisick that non-genuine signature on all documents you examine.

A: yes

Q: when say effects flawed in one respect what you mean

A: I was referring to had the documents they accepted as known comparison to do the work regardless of whether they qualified as a known their findings of non-genuine signature of Mr. Forbes was correct but if you consider that the known comparison flawed and unreliable their final opinion based on comparison to their knowns was correct specifically looking at the handwriting and comparing the handwriting.

Q: you assumed Ms. East and Paulisick made no independent check if knowns were actually knowns

A: I cannot say what their procedure was. It is somewhat subjective. There is also consideration some document examiners can look at the number of comparison documents they received and fail to throw any out because

it would diminish the number of knowns thereby reducing the amount of data.

Q: *you cannot say East and Paulisick did that*

A: *I cannot say*

Q: *your findings at Para 11 Will of 2014 you find non-genuine Q1 in Miss East first report.*

A: *this was the first opportunity to see March report of Miss East. Her Q1 Will of 2016 has a different signature than the Will of the same date presented to me for my examination. I only discovered this at 3 a.m. this morning. I did create charts for the court to see the signatures of these Wills together on one page.”*

[12] The above extensive extract suffices, I think, to demonstrate why I place little reliance on Ms. Hampton’s evidence. It is apparent that her initial opinion was adjusted because of Ms. East’s conclusions. The witness therefore found it necessary to find two passports, a driver’s license and a government electoral identification card, all given to her as genuine, to have been tampered with. Indeed, this expert, after probing and detailed cross-examination, virtually admitted her uncertainty as follows:

“Q: *There are two changes to report*

A: *as of this moment that is an affirmative. But I am less certain of my findings on a level of certainty due to the new information in the signature of the JP on Q14.*

Q: *given findings in Q14 am I correct to say you do not accept that document “Declaration of Trust 2025” as authentic*

A: *at this point I do not certify it as an authentic document*

Q: *Page 22 of report, Q16 Power of Attorney 2007, is it your conclusion that document does not have genuine signature of Paul Sinclair.*

A: *I am questioning my findings at the time based upon new information. An opinion of no opinion or inconclusive. My reservations need to be investigated further because there is an indication the document may be impeached based upon the JP signature.*

Q: *in your examination of Paul Sinclair signature in it your finding has the purported signature on various documents you examined were non genuine separate and apart from JP signature.*

A: *signature Q16 and Q17 were used as data in determining my opinion. I later considered that 2007 Power of Attorney was approximately one year signed prior to Q17 power of attorney.*

I then realized the signatures having the same form in top of the 'P' was less than logical and more prone to be copied. That then created a dilemma but I do not see natural characteristics in Q16 that lead me to change opinion to more likely genuine. I considered it unlikely that a person signing two documents one year apart would create the same error and correct in same way. That was the basis

*upon which I altered my opinion. It is not
a high certainty.”*

Re-examination served to further depress my opinion of the evidence given by this expert.

- [13] The Claimant's next witness was Mr. Barlowe Aristide Ricketts an attorney at law, who was called to the bar in 1964. He was 96 years old when giving evidence on the 30th July 2021. He practiced with B. A. Ricketts & Associates. His witness statement dated 19th November 2020 stood as his evidence in chief. Mr. Ricketts stated that the 1st Claimant had been his secretary for some 40 years. Mr. Forbes had been his friend for some 50 years and was his client. He said Mr. Forbes, the 2nd Claimant and the 1st Claimant consulted him in 2005 about buying land from Alpart Jamaica Ltd. However as both the 2nd Claimant and Mr. Forbes were in the real estate business, and as Alpart was their client, they were *“apprehensive of being purchasers of land from Alpart.”* Mr. Ricketts says he suggested that they use a trustee to buy the land. They selected the 1st Defendant, as that trustee. Mr. Ricketts advised them that the contract of sale be signed at the same time as the trust instrument. He says that in April 2005, when the 1st Defendant attended his offices to sign the relevant documents, he explained the nature of the transaction to him. Mr. Ricketts says he read the Trust Deed and the Sale Agreement to the 1st Defendant although, because he had a motorbike, he was of the opinion that he could read and write. A Justice of the Peace, Mr. Wilbert Jeremiah was called to witness the 1st Defendant's signature on the Trust Deed. Mr. Ricketts witnessed the signature on the agreement for sale, Exhibit 11. Later a Power of Attorney, Exhibit 12, was prepared and the 1st Defendant signed. This facilitated Mr. Forbes and the 2nd Claimant pursuing an application for subdivision and obtaining splinter titles. In 2008 another Power of Attorney, Exhibit. 13, was done at the request of the bank to facilitate a loan or loans to finance the planned development. The land consisted of lots 90 and 91 in Montpelier, referred to as the Montpelier lands. Splinter titles for the Montpelier lands were obtained in 2012. The individual lots

were sold and those agreements prepared by various members of Mr. Ricketts' staff. He said that the relevant documents, including transfers, were signed, by the 2nd Claimant and Mr. Forbes pursuant to the power(s) of attorney.

[14] Mr. Ricketts stated further that on the 8th November 2016 Mr. Forbes visited his offices. He was then in failing health. He told Mr. Ricketts he wished to transfer some properties and prepare a will. Mr Ricketts told Mr. Forbes to give him signed instructions. Mr. Forbes printed typed instructions, Exhibit 14. He recognized Mr. Forbes' signature on them. He then discussed the instructions and made a draft Will in a book he kept for the purpose, see Exhibit 15 (pages 2&4). He read it to Mr. Forbes who agreed. Mr Ricketts said he left the draft Will with Miss Palmer (the 1st Claimant), for her to type. She also prepared two transfers. Mr. Forbes signed both transfers in his presence and Mr. Ricketts witnessed the signatures. The transfers were returned to Mr. Forbes. Mr. Ricketts never saw the Will again until after it had been executed and witnessed. He recognized Mr. Forbes' signature and that of Mr. Dwyer. However, as Ms. Williams had recently come to work at his office, he did not know her signature well. This Will dated 8th November 2016 was admitted into evidence as Exhibit 16.

[15] With respect to the two transfers, Mr. Ricketts stated that Lot 1, registered at Volume 1473 Folio 157 and Lot 2 registered at Volume 1186 Folio 226 were signed in his presence see Exhibits 7, 8 and 9. He witnessed the transfer for Lot 1 while Mr. Jeremiah, a Justice of the Peace, witnessed the transfer for lot 2. Mr. Ricketts stated,

"14. Generally, Mr. Forbes was called Lloyd Forbes and I knew him signing in different ways. Sometimes he signed "Lawrence Lloyd Forbes; sometimes he signed "Lloyd Forbes," sometimes he signed "L. L Forbes; also he signed "L. Forbes and sometimes "Lloyd L. Forbes." I don't know if he signed "LI Forbes."

*As I said, when he signed Transfers, I told him
to sign as his name appears on the Title.”*

[16] Mr. Ricketts was aware that the 3rd Claimant was the daughter of both Mr. Forbes and the 1st Claimant. He knew the 1st Claimant had a spice shop and that she was involved in the development of the land at Montpelier. He identified the letter dated 28th August 2012, Exhibit 18, being instructions to sell and transfer the land. The Deed of Conveyance dated 12th April 2017, Exhibit 19, was prepared by himself because, at the time the Trust Deed was prepared, there were no issued titles for Lots 90 and 91 part of Montpelier Manchester. The Deed was prepared when all splinter titles were at hand and were issued in the 1st Defendant's name as registered proprietor. Mr. Ricketts stated that the Deed was prepared because the developers wanted the 1st Defendant to acknowledge that the splinter titles did not belong to him. He says also that Mr. Forbes, whilst his health was deteriorating, instructed that he wanted the 1st Defendant to transfer all the land out of his name. This was done without being dated and the transfers held until it was time to effect registration.

[17] The witness, by way of amplification, was shown the documents referenced. Initially he identified the signatures by recognition being familiar with these people for many years. On Exhibit 9 he could not identify the signature "SS Forbes." The agreement dated 1st February 2017 was also tendered and admitted as Exhibit 17 through this witness. The Deed of Conveyance, prepared on his instructions by the 1st Claimant, and on which he identified the signature of Paul Sinclair (the 1st Defendant), was admitted as Exhibit 19. The transfers he identified by recognizing his own signature and that of the 1st Defendant: see the transfer dated 12th April 2017 for Vol. 1454 Folio 673, Exhibit 20; the transfer for lot 18 dated 12th April 2017 for Vol. 1454 Folio 675, Exhibit 21; transfer dated 12th April 2017 for lot 20 registered at Vol 1454 F677 Exhibit 22; transfer dated 12th April 2017 for lot 22 registered at Vol 1454 F679, Exhibit 23. The Will dated 29th December 2014 he identified as an earlier will he prepared. It was admitted as Exhibit 24.

[18] Mr Ricketts was asked about, and denied, Ms. Williams' statements that he spent most of the time sleeping in the office, that Ms. Palmer was the one who ran the office and, that he could not tell Ms. Palmer to change a document. The following exchange occurred:

"Q: Ms. Williams says from her desk she could see into Ms. Palmer office

A: absolutely incorrect

Q: why you say that

A: because her desk would be facing outside. Her back is to rest of office. Additionally, the offices are in enclosures. She would have to see through the enclosure. Miss Palmer's office is not directly where she sits. Some distance away in the passage."

[19] Cross-examination by Miss Hay, although thorough, did not decisively impact Mr. Ricketts' testimony. He had known the deceased (Mr. Forbes) at least 50 years prior to his death. He knew Mr. Forbes' wife and their children. He also knew that Miss Palmer had a child by Mr. Forbes. He was aware that Miss Palmer (the 1st Claimant) was charged with criminal offences but was unaware whether indictments were issued or for what offences. Mr. Ricketts acknowledged that he had been reported to the General Legal Council by Mr. Gregory Forbes. His evidence remained firm and clear so, for example, when asked about expert opinion

"Q: are you aware that the forensic document examiner brought by Ms. Palmer has called into question the witness signature on the Deed (Ex. 10)

A: Mr. Jeremiah

Q: yes, she has called into question the genuineness

A: *I am not aware but if she calls it into question*
Q: *are you aware, you knew called into question*
A: *she is saying it is not correct. She can say anything but this what I am looking at here is Mr. Jeremiah signature as I know it."*

[20] The witness was challenged about the similarities between his statement and the 1st Claimant's and it was suggested there was collaboration. He indicated that he wrote the statement and she typed it. He said that he spoke of what he knew. The following exchange:

"Q: *you conferred with Ms. Palmer*
A: *I don't know. I knew what I am stating*
Q: *who is Neil Evans*
A: *A Justice of the Peace*
Q: *have you ever observed Miss Palmer sign any document purporting to be signature of Neil Evans.*

A: *No."*

[21] The witness was challenged about loose practices:

"Q: *you say you in conveyancing for many years are you familiar with a practice where J.P. or attorneys purport to affix their signature as witness after document signer has signed.*

A: *yes*

Q: *By after the person has signed I mean they don't witness signature*

A: *No, they see them sign*

Q: *you say you don't know about any practice where JP attend lawyer office and without seeing person sign executed document.*

Obj: *where practice*

J: *clarify*

Q: *my question is - are you familiar with the practice in the profession where persons sign a document and at a later date JP witness it.*

A: *I am not*

Q: *have you, does that or has that practice ever taken place in your firm where a person will sign a document and JP or attorney subsequently witness that document.*

A: *I witness when I see the person sign*

Q: *the question is whether in your office there has ever been the practice of a person signing and JP and attorney subsequently witnessing.*

A: *I don't know of that practice."*

The witness impressed me. He has not denied the practice never occurred in his office. He denied knowledge of it.

[22] He was candid when challenged about the signatures on the transfers.

"Q: *Mrs. East has also said the signatures on these three documents Exhibits 7, 8, and 9 are not authentic signatures of Lawrence Lloyd Forbes.*

A: *Don't know about 9 but 7 and 8 are the ones I witnessed. I can categorically say I witnessed him sign."*

He remained adamant also with respect to the documents he says he saw Paul Sinclair sign. When exhibit 24, the Will dated 29th December 2014, was shown to him he said although he recognized it he did not prepare it. This is inconsistent with his earlier evidence, see paragraph 17 above.

- [23] Cross-examination by Mrs. Reid did not shake Mr. Rickett's evidence. The reexamination was unremarkable except that the witness stated that the Will Mrs. Palmer showed him was an original which was being kept at his office because the policy was to do two originals lest the one given to the testator became lost.
- [24] The Claimant's next witness was Mr. Carlton Dwyer. He is a retired civil servant who was somewhat hard of hearing. He is a former employee at the Registrar of Titles. His witness statement dated 20th May 2021 stood as his evidence in chief. In that statement he stated that after leaving the office of the Registrar of Titles he was contracted to B. A. Ricketts & Associates to do filing and retrieval of documents in Kingston. He had first met Mr. Lloyd Forbes some 30 years before. He stated that on the 29th December 2014, while at the office of B. A. Ricketts & Associates, he was asked to witness the signing of a will. He was asked "*by Mr. Forbes*" to do so. He says Mr. William Taylor was also present. He said Mr. Taylor was a court bailiff who also did work for Mr. Ricketts. He says both himself and Mr. Taylor went into Mr. Ricketts' conference room where Mr. Ricketts, Mr. Forbes and Ms. Gloria Palmer were also present. He saw Mr. Forbes sign and immediately thereafter himself and Mr. Taylor also signed the document. The witness, in amplification of the statement, identified his signature and Mr. Forbes' signature on Exhibit 24. He identified it as the document which he referred to in his witness statement being a Will dated 29th December 2014.
- [25] Mrs. Hay cross-examined extensively. Mr. Dwyer disclosed that it was Mr. Charles Piper who contacted him to give evidence in the case. He denied being contacted by Ms. Palmer or Mr. Paul Thomas or having a discussion with either of them about what he was coming to say. He said he was contacted the year before about signing a witness statement. He said in 2017 he became aware this case started. He became aware because he heard Ms. Palmer had to go to court for the document "*some Will.*" It was Ms. Palmer who told him. He stated that in 2014 he was working with Mr. Ricketts' office. At that time, he went there "*sometimes twice a month.*" He left titles office in 2001. He had been working with B. A. Ricketts

before he left the titles office that is from about 1980. The following exchange related to Mr. Ricketts' office:

“Q: over 34 years did that office close for vacation

A: No, closure they close nearer to Christmas Eve and open back in January.

Q: that is every year

A: yes

Q: includes December 2014

A: yes, close to general public but people like me and Mr. Forbes can go there and some member of staff in office.”

[26] The witness was asked whether it would surprise him to learn that Mr. Ricketts denied being present when that Will was executed:

“Q: Mr. Ricketts makes no mention of a 2014 will

A: it surprises me

Q: Miss Palmer gave a witness statement does not mention 2014 will

A: surprise me too

Q: neither Mr. Ricketts nor Miss Palmer mention you witnessing 2014 Will, that surprise you

A: it does.”

[27] The witness said Ms. Palmer told him about a handwriting expert the previous year. He did not know whether the trial had already started when she told him that. He said Ms. Palmer told him about Exhibit 24 and that there was another Will. He had heard that the handwriting experts said the signature of Lawrence Forbes was not a genuine one. He remained adamant that he had signed the document and that it was not blank when he signed it. He was not cross-

examined by Miss. Reid and there was no reexamination. In answer to the court he said it was the first and only Will or document of any nature he had ever witnessed at Mr. Ricketts' office.

- [28] Mr. William Taylor was the next witness called. He is a retired assistant bailiff of the Resident Magistrate's court in Manchester. He now works as a valuator of crops and damage by animals. His witness statement dated 28th May 2021 stood as his evidence in chief. In that statement he said after retiring from service as a court bailiff he became a licensed bailiff. He was often engaged by B. A. Ricketts & Associates to serve documents. He had known Mr. Lloyd Forbes for over 40 years and used to serve summons for him. Mr. Forbes asked him to come and witness his Will. Upon being shown a copy of the Will, he recalls it was the 29th December 2014. He signed it "*immediately*" Mr. Forbes signed. He says Mr. Dwyer also signed as witness of Mr. Forbes signature. Mr. Taylor stated,

"7. Ms. Gloria Palmer was also present, and I believe the lawyer was there also. I don't remember in which room of the office of BA Ricketts and Associates that the Will was signed."

By way of amplification the witness was shown and identified Exhibit 24 as the Will he was asked to witness.

- [29] Mr. Taylor's cross-examination was probing. He indicated he could not recall who first spoke to him about coming to give evidence in this case. The following exchange:

"Q: but you gave a witness statement how you come to give one

A: I don't remember what time I

Q: how you come about to give a witness statement

A: I don't remember

Q: *so don't remember if somebody ask you*
A: *but you going ask me time*
Q: *listen to my question who ask you to give evidence*
A: *I don't recall if is Mr. Forbes or who*
Q: *Look at Mr. Forbes who ask you to sign that document*
A: *Mr. Forbes the deceased ask me to sign that document*
J: *is the witness statement she asking about*
A: *I don't remember who ask me to sign witness statement. It could have been Ms. Palmer or Mr. Ricketts. I don't really remember."*

[30] He was also asked about when was contact made for him to do a witness statement, he said,

"Q: when was contact made with you, witness statement May 2021
A: I work at lawyer Ricketts office, could be same day.
I am there every day, so don't remember."

The witness said he worked with Mr. Ricketts since he had been an assistant bailiff in the 1960's. Other than his statement he denies having discussed the case with Ms. Palmer. He too was asked about closure for vacation.

"Q: in 50 years with Ricketts do they take Christmas vacation.
A: yes, always close for Christmas
Q: Close for everybody
A: the office close to the public but sometimes somebody still working there."

[31] He described Mr. Forbes as a “good friend.” Said lawyer Ricketts was a better friend. Ms. Palmer also a “good friend.” On the question of lawyer Ricketts’ presence when Will executed:

“Q: would it surprise you to hear that Mr. Ricketts said he had nothing to do with 2014 will.

A: I am hearing that now. It is surprising, lawyer was present when I signed and Mr. Forbes sign”

He expressed surprise that neither Mr. Ricketts nor Ms. Palmer spoke to the 2014 Will in their witness statements. The following exchange I find significant.

“Q: are you aware that Ms. Palmer brought a handwriting expert who say that the signature you say is Lawrence Forbes is not genuine.

A: (laughs) please repeat

Q: question repeated

A: my signature would also be false

Q: repeated

A: that person does not know the true signature.

Q: there is more than one handwriting expert her name is Ms. East. She also looked at document and say is not Mr. Forbes.

A: so my not genuine. I witness him sign it (In a raised voice)

Q: suggest to you, if you signed exhibit 21 not signature of Lawrence Forbes and he was not there

A: not true

Q: suggest that if you signed, Mr. Forbes signature was already there when you signed

A: I saw the man sign, so it could not be already there

Q: *suggest not his genuine signature*

A: *I don't know of that, I saw him signing."*

[32] Towards the end of his cross examination, Mr Taylor indicated that he had witnessed many documents at Mr. Ricketts' office and a lot of Wills. He had witnessed no others for Mr. Forbes. There was no cross examination by Ms. Reid. The re examiner had none. I indicate here that I was impressed by this witness.

[33] The Claimant's next witness was Sheffer Birthwright. He is a retired major formerly of the Jamaica Defence Force. His witness statement dated 7th December 2020 stood as his evidence in chief. He had been in the army for 32 years and is a Justice of the Peace. He now does voluntary work for the Jamaica Legion. He had been a Justice of the Peace for 26 years. He witnessed documents from time to time for B. A. Ricketts & Associates. He had known Mr. Ricketts for some 40 years. He identified the Power of Attorney, Exhibit 12, as a document on which he witnessed the signature of Mr. Paul Sinclair (the 1st Defendant). He stated,

"4. I cannot remember if he read the document, but I did ask him if he familiar with it and his response was yes. If he were to say that he never signed it, I would say that he probably has a short memory. I am satisfied that he did sign the document in front of me. That is always my policy."

[34] When cross examined, the witness said he did not know Mr. Sinclair before he witnessed his signature. It was put to the witness that the document had been altered (by whiteout and the year) and he said –

"Q: this document has been altered and you do not know who altered it.

A: *I do not know if it was altered or not I just witness a signature. Mr. whats his name Sinclair*

Q: *you don't know if altered before or after you sign it*

A: *don't know."*

[35] Cross examination by Ms. Reid yielded a similar insistence that he had seen Mr. Paul Sinclair sign.

"Q: *your answer is stating what procedure ought to be but not what is practiced in everyday affairs.*

A: *For me 20 years of practice. I do not sign if the person is not present. 28 years I been a JP and never charged."*

He was asked about the frequency with which he signed documents for Mr. B A Ricketts.

"Q: *it is customary for you to sign documents for/on behalf of firm of B. A. Ricketts*

A: *Not customary occasionally very occasionally*

Q: *monthly*

A: *not at all. Once in a blue moon."*

An interesting exchange then followed:

"Q: *how is it that now and in 2020 when Witness Statement given you are claiming to be certain about interaction with Paul Sinclair on date document was signed.*

A: *because that is my normal procedure."*

[36] Miss Hay requested and obtained permission to further cross-examine the witness. He was unsure about where exactly in offices of B. A. Ricketts & Assoc., signing occurred. He was also unsure where Ms. Palmer was or whether it was

Ms. Palmer who handed him the document. I formed a favourable view of this witness whilst he was giving his evidence.

[37] The next witness for the Claimants was Mr. Wilbert Jeremiah. He described his occupation as that of realtor. He is a Justice of the Peace. His witness statement dated 1st December 2020 stood as his evidence in chief. He knew Mr. Paul Sinclair (the 1st Defendant) before he witnessed his signature. He therefore had not asked for his identification at the time he witnessed his signature. He saw him read the document before he signed it. He identified Exhibit 10 (dated 12th July 2005) as a document signed by Mr. Paul Sinclair and which he witnessed. It was the one referred to in para 3 of his witness statement. Interestingly he did not recognize the description "Power of Attorney" but defined it as the document headed "To Whom It May Concern." He similarly identified Exhibit 13 as the document referenced in paragraph 5 of his witness statement. Exhibit 9 is the document he referred to in paragraph 6 of his statement. The following exchange:

Q: you recognize any

*A: yes, Lloyd Forbes and Ms. Palmer and SS
Forbes signature that was made on her behalf
by Ms. Palmer. She showed me a power of
attorney that gave her authority to sign.*

Q: who witnessed the signatures

A: I witnessed them sir."

[38] Cross-examination did not affect the credibility of this witness. The witness admitted that as the documents were similarly headed, but for the different date on each, he could not say which related to which paragraph of his statement. The following exchange:

*Q: are you sure you saw Mr. Sinclair read any of these
documents*

A: positive

Q: *what if I tell you Mr. Sinclair cannot read and write*

A: *I would not believe you."*

[39] The witness was also asked about the practice where a Justice of the Peace is asked to affix a signature after somebody already signed. He said he had heard of it. He was asked about his knowledge of the opinion of the handwriting experts. He denied being aware. The verbatim exchange is I think important.

"Q: *My suggestion to you is that you knew of practice of not seeing people sign but is what you did*

A: *After I saw them sign. We both went there but he was minutes before me.*

Q: *how you knew he arrived*

A: *he was standing there and challenged me for being late and he was smoking heavily and I ask him why he doing that*

Q: *what date was that*

A: *I don't remember the day it's on the document*

Q: *is this the only transfer you signed for Mr. Forbes*

A: *no, I have signed others*

Q: *Many*

A: *I would not say many but he has asked me from time to time."*

[40] Exhibit 25, being the Agreement for Sale between Alpart and Paul Sinclair dated 12th April 2006, was put in evidence by consent. The witness acknowledged his signature witnessing for vendor:

"Q: *you witness that at Mr. Ricketts office*

A: *not necessarily*

Q: *page 6 you sign for vendor's witness*
A: *Yes*
Q: *you said earlier at Mr. Ricketts*
A: *also at Spur Tree where I visit to sign for them after I left.*
Q: *at Spur Tree on which date*
A: *I would not know date. I sign there and also at B A Ricketts.*
Q: *on same date*
A: *possibly*
Q: *one at Spur Tree*
A: *I might have."*

[41] When cross-examined by Miss. Reid Mr. Jeremiah insisted that he knew Mr. Paul Sinclair could read and had seen him read the document. There was no reexamination. There was an exchange with me:

"J: did you see him or hear him read
A: I saw him and heard him but he never completed the reading in my hearing."

[42] Mr. Paul Anthony Thomas, the 2nd Claimant, was the next witness called. He is a realtor and partner in Thomas Forbes & Associates Ltd. His statement and supplemental statement, dated 23rd October 2020 and 22nd July 2021 respectively, stood as his evidence in chief. He states that he first met Mr. Barlow Ricketts of B.A. Ricketts & Associates in 1999. That firm had a paralegal, who was Ms. Grace Ann Palmer, the 1st Claimant. In 2000 he registered a firm in his own name as a sole trader. He told Ms. Palmer he wanted a partner and she introduced him to Mr. Lloyd Forbes. The firm Thomas Forbes & Associates was formed on the 7th February 2001. He says that "*over the years*" Mr. Forbes told him about his children, Gregory and Heather (the 1st and 2nd Defendants), who lived abroad. His wife also lived abroad. Mr. Thomas says he met them once or

twice before Mr. Forbes died. Mr. Thomas also knew Mr. Forbes' daughter, by Ms. Palmer, being Sara Samantha Forbes. He observed that Mr. Forbes and Ms. Palmer were together as a family. Mr. Thomas stated that himself and Mr. Forbes and Ms. Palmer conducted various business transactions. In 2004 to 2005 they invested in lots 90 and 91 Montpelier. He says Mr. Paul Sinclair (the 1st Defendant) was asked to hold those lots in trust. He knew Mr. Paul Sinclair as the gardener for Mr. Forbes and Ms. Palmer and that Mr. Sinclair lived at Mr. Forbes' house. In his words:

"6 ... Mr. Sinclair, Mr. Forbes, Ms. Palmer and I met at Mr. Rickett's office and discussed the fact that we were purchasing the property and were asking him to be the person whose name the property was being bought in. Mr. Ricketts recommended that a trust deed be prepared. Mr. Ricketts also advised that Mr. Sinclair should give Mr. Forbes and I a Power of Attorney to develop lots 90 and 91 and dispose of the lots so developed."

[43] A mortgage of \$14 million was obtained from the National Commercial Bank to assist with funding the development. Himself, Mr. Forbes and Ms. Palmer, at the invitation of the Jamaica National Building Society along with other developers went on a diaspora tour to England in 2008. They there had the opportunity to market the Montpelier subdivision.

[44] In 2011 to 2012 Mr. Forbes became ill and did surgery. Since then, he (Mr. Thomas) had carried the full responsibility of managing Thomas Forbes & Associates Ltd. In 2016 to 2017 Mr. Forbes became very ill. By letter dated 12th January 2016 he indicated he would be retiring from the firm and gave the witness the option to buy his shares in the firm Thomas Forbes & Associates Ltd. On the 29th January 2016 the witness indicated his desire to do so and Mr. Forbes

proceeded to get a valuation of his interest in the company. In January 2016 he said the three of them met at Mr. Forbes' home to discuss the proposed purchase. At that meeting it was discussed which of the lots would be his and which would be Mr. Forbes and Ms. Palmer's. The latter would be held jointly. A copy of the subdivision plan was used. The initial 'T' indicated Mr. Thomas' lots, 'FG' indicated Forbes and Grace Ann Palmer lots and 'X' indicated the lots to be sold. He identified this document as Exhibit 35.

- [45] The witness said that their accountant Mr. Martin conducted an asset valuation. On the 6th April 2016 Mr. Forbes and himself agreed the amount payable to Mr. Forbes for his shares in their firm, see Exhibit 1 page 50. On the 13th September 2016 he offered Mr. Forbes three of his five lots as payment for his shares. The lots were lots 15, 17 and 24. However, after assuming the lots and paying cash of \$750,000, there would still be a shortfall. Mr. Thomas says he therefore assigned Mr. Forbes lot 6 as well:

"15. However, because we were not receiving any offers on lots 15 and 17 but were receiving interest in Lot 4 Mr. Forbes agreed to my taking lots 17 and 20 and that lot 4 would go to him. This was reflected in an Agreement dated February 2, 2016 which was signed by Mr. Forbes and Ms. Palmer. We marketed lots 4, 6 and 24 and I consented to the proceeds of sale being used for Mr. Forbes' medical and other expenses. The transfer documents were signed by Paul Sinclair except lots 15 and 23 which were to be retained for Paul Sinclair's benefit and be sold to complete the building of his house at Cross Keys. The transfer for these two lots have not yet been signed."

- [46] Mr. Thomas states that 17 lots within the subdivision were sold and transfers signed by either Mr. Forbes or himself, under power of attorney. Mr. Forbes died on the 20th May 2017. About 2 days before the funeral he said Mr. Forbes' son Gregory and his daughter Heather came to the offices of Thomas Forbes & Associates. Mr. Thomas says he indicated that *"Mr. Forbes and I had made the necessary arrangements and if he needed any additional information he should speak with our lawyer Mr. B A Ricketts & Associates."* Mr. Thomas said that Gregory indicated he would not do so, *"because only Ms. Palmer would know his daddy's business and he is not talking to her."*
- [47] Mr. Thomas referenced another development which Mr. Forbes and Ms. Palmer undertook at Hopeton Grove in Mandeville. He did not participate in that development and rendered only professional services. Mr. Thomas stated that in June 2017, after Mr. Forbes' burial, he needed to pay tax liabilities which were outstanding. He therefore gave BA Ricketts instructions to transfer lot 17 of the Montpelier subdivision to him so he could use it as collateral for a loan to pay tax liabilities incurred prior to Mr. Forbes' death. It was then he was told a caveat had been lodged against the titles in the subdivision.
- [48] By way of amplification Mr. Thomas identified Exhibit 10 as the Trust Deed. He was present and recalls Mr. Forbes, Mr. Ricketts Miss Palmer and Mr. Paul Sinclair also being present when it was signed. Whilst there a Justice of the Peace, Mr. Jeremiah, came. He said Mr. Jeremiah worked on the same building *"just across from Mr. Rickett's office."* Mr. Thomas states he saw when Mr. Sinclair signed and saw the Justice of the Peace also affix his signature. Mr. Thomas identified Exhibit 12 as the Power of Attorney he referred to in paragraph 6 of his evidence in chief. He also identified Exhibit 13 as a power of attorney prepared because the bank required it while they were seeking funding to develop the Montpelier land. Exhibit 2 at pages 41-62 he identified as the mortgage seeking \$14 million from National Commercial Bank. Lloyd Forbes and Paul Thomas were

the borrowers. The money was to develop the land in Montpelier. Exhibit 1 p. 4748 was the letter from Mr. Forbes indicating he would cease being a shareholder in Thomas Forbes & Associates Ltd. The witness stated he recognized Mr. Forbes' signature.

“Q: how recognize it

A: I know his signature we have to sign documents together.

J: over what period

A: from 2001 when we start Thomas Forbes & Associates to time this letter was done.”

[49] The witness identified Exhibit 1 page 96 as the copy subdivision plan referred to in para 12 of his witness statement. The initials on the document indicate which lots were agreed to be assigned and to whom. Exhibit 1 page 50 was the letter agreeing the value of Mr. Forbes' shares which he referred to in para 13 of his witness statement. Himself, Mr. Forbes and Mr. Martin signed it. Exhibits 26 (a) and 26(b) were tendered and admitted through this witness being, Tax Certificate 8th August, 2017 and transfer of shares dated 1st May, 2017.

[50] When cross-examined Mr. Thomas (the 2nd Claimant) admitted he knew since 2018 that forgery of a number of documents was being alleged. He admitted to filing four affidavits. He admitted that in none of those documents or in his witness statements did he say he saw Mr. Sinclair signing the Trust Deed: *“Q: Today you say for first time that you saw Mr. Sinclair sign*

A: yes madam

Q: I suggest you did not, reason its not in any previous statement is because you did not see him sign

A: you are wrong madam.”

It was suggested to the witness that no other witness had mentioned his presence when Mr. Sinclair attended to sign the Trust Deed and that was because he was not there. He insisted that he was present. The witness was severely tested on his arrangements with Mr. Forbes re the purchase of shares in Thomas Forbes & Associates. A letter dated 13th September 2016 was admitted as Exhibit 27. He acknowledged that he owed 11.9 million dollars to Mr. Forbes.

“Q: Next letter you write in November 2016?

A: I believe so.

Q: In that letter you hadn’t started making any payments up to November?

A: I would not say no to that. Sale of lot 24 was in progress and that money would have been with

B.A. Ricketts Mr. Forbes’ lawyer.”

[51] On the 9th June 2022 Mr. Piper complained about the late disclosure of documents by way of a Supplemental List of Documents. He agreed to proceed but reserved a right related to the newly disclosed documents. The cross-examination of Mr. Paul Thomas by Mrs. Hay therefore continued. In this regard the witness having said he was unaware Ms. Palmer was charged with forgery was shown a list of documents dated 6th July 2021 and admitted his signature on it. He however maintained his lack of knowledge about her being charged. The witness was also challenged about the assertion that cash of \$750,000 had been paid to Mr. Forbes. Mr. Thomas accepted this was so up to September 30, 2016. He posited an explanation:

“Q: You said in September 13, letter that you would start paying September 30?

A: Yes.

Q: So, it is reasonable to conclude start means beginning?

A: Yes.

Q: *Up to 30th September you had not started making payment?*

A: *Not in agreement.*

Q: *You produce no document to show payment of \$750,000.00?*

A: *You are correct but it does not stop there.*

Q: *Do you accept that in November 10th letter you say upon assumption of my legal interest the same are in full settlement of payment for your shares in the company?*

A: *Yes madam.*

Q: *Full means complete?*

A: *It would be complete madam.*

Q: *Full settlement means you were removing cash from the transaction?*

A: *No, he would have got that from a transaction coming through B.A. Ricketts.*

Q: *When?*

A: *Between September 13 and November 10 coming through B.A. Ricketts and assigned to Mr. Forbes.*

Q: *Why not mention that in November 10 letter?*

A: *Mr. Forbes would have known that.*

Q: *Suggest to you that reason you said full and final because you had no cash?*

A: *He would have gotten that commission as cash”*

[52] I find that this line of attack was not particularly effective. If Mr. Forbes was being short paid one would have expected a letter from him to that effect. Indeed Ms. Palmer at B.A. Ricketts was physically positioned to see that he was paid for his

shares. This being a collateral issue it is not surprising that no great effort was made by the Claimants to establish any payments made for the deceased's share in the firm Thomas Forbes and Associates.

[53] The witness was also challenged as to whether the net proceeds of sale of Lot 24 was given to Mr. Forbes. He mentioned that this was to have been done by B.A. Ricketts the attorneys. He stated that the letter of 10th November 2017, Exhibit 1 page 61, was also passed to B.A. Ricketts. The copy title for lot 24 was admitted as Exhibit 28. The witness explained that Mr. Forbes gave instructions for Lot 15 to be transferred to Mr. Paul Sinclair *"to complete his house in Cross Keys."* Exhibit 29 was the transfer of Lot 15. This witness also said he had seen Mr. Paul Sinclair read and write. The witness was challenged as to his knowledge of two different transfers dated 1st May, 2017. He said when he got the transfer it was already signed and dated. He had not seen Mr. Forbes sign. Having seen the medical report Exhibit 2 page 2, witness admitted that Mr. Forbes could not have signed the document on the 1st May 2017. He said when he got the transfer it was already signed and dated. He however was adamant that he recognized Mr. Forbes' signature. He remained sure with respect to Exhibit 18 the letter of instruction to B.A. Ricketts dated 28th August 2012. The witness indicated he would find it surprising that Ms. Palmer said Mr. Forbes sold his shares in Thomas Forbes from 2014. He also said he knew she was aware of land swop in payment for the shares as she was present when this was discussed. That meeting occurred in January 2016.

[54] When cross-examined by Miss Reid the 2nd Claimant mentioned that he was present when the Trust Deed was explained and presented to Mr. Paul Sinclair for signature.

"Q: *In your understanding what was purpose of the Trust Deed*

A: *The Trust Deed is to indicate to Mr. Sinclair that the properties he would be holding would not belong to him.*

Q: *You said Mr. Sinclair signed the trust deed at the meeting?*

A: *Yes madam*

Q: *I suggest that Mr. Sinclair was not at the meeting which you say took place in early January 2005?*

A: *Incorrect”*

[55] As regards the titles, the witness said 17 of the 25 lots had been sold before Mr. Forbes died. Either himself or Mr. Forbes signed those transfers. At some point the NHT insisted that the registered owner, Paul Sinclair, had to sign. This explains why Paul Sinclair signed some of them. He denies that himself or anyone else forged Paul Sinclair’s signature. During re-examination some cheques, being enclosures in Exhibit 30 (b) were admitted as Exhibits 31 (a), (b) and (c).

[56] The next witness called was the 1st Claimant, Ms Gloria Grace Ann Palmer. She describes herself as a paralegal businesswoman and developer. She is a paralegal at B.A. Ricketts and owns a restaurant the “*GL Steak House*”. Her witness statement dated 17th November 2020 stood as her evidence in chief. The witness was permitted to do corrections which were done and initialed in open court. She states that she met Mr. Lloyd Forbes on the 18th March 1988, the day before her 25th birthday. He had come to the offices of Mr. Barlow Ricketts, attorney at law where she worked. He asked her to provide him with secretarial assistance at his house. She did that between 5 to 8 pm Mondays to Fridays. She said Mr. Forbes told her his marriage had deteriorated. Mrs. Forbes lived overseas with her two children who were adults. He told her he had bought a house for Mrs. Forbes in Atlanta and regularly sent money to his daughter for their

care and upkeep. The witness said an affectionate relationship developed between them and their daughter Sara was born on the 20th July, 1993.

[57] In 1990 the witness said she purchased land and built a house with a mortgage from the National Housing Trust. Mr. Forbes, who she called Lawrence, had keys for that house and also lived there with herself and her daughter. She also had keys for his house. She says they even travelled together as a family. Sara emigrated to the United States in 2011. She describes how herself and Mr. Forbes became business partners. They invested money in the purchase of land and held joint accounts together. They developed land at West Roads, New Acres, Caledonia and Villa Road. They also developed land at Montpelier together with Paul Thomas. She said Mr. Paul Sinclair was Mr. Forbes' gardener. He lived at Mr. Forbes' house. He was trusted so much so that when Ms. Palmer was away he slept at her house for security. He did the gardening for both their houses. She says over the years she communicated in writing with Mr. Paul Sinclair. She would leave notes for him such as grocery lists. He rode his motor cycle to get the items.

[58] Ms. Palmer outlined in detail the circumstances in which she says the Deed of Trust was executed:

"9. In the year 2005 Lawrence Forbes, Paul Thomas and I met with Mr. B.A. Ricketts, attorney at law and shared certain information with him about our purchasing lands at Montpelier from Alpart Jamaica Inc. The property being purchased on lands known as Lots 90 and 91 part of Montpelier Mandeville Manchester. We, Lawrence Forbes, Paul Thomas and Gloria Palmer provided all of the purchase money and Mr. Ricketts was engaged as our attorney for the purchase of the property.

Having regard to Mr. Ricketts' advice to us and our discussions with Mr. Sinclair we instructed Mr. Ricketts to, and he prepared a Deed of Trust appointing Paul Sinclair as Trustee to hold title to the property being purchased from Lawrence Forbes, Paul Thomas and I. The vendor's attorney was instructed to prepare the agreement for sale in the name of Paul Sinclair as purchaser which she did.

- 10. The agreement for sale was received in the offices of B.A. Ricketts and Associates on or about 12th April 2005, Lawrence Forbes was advised and he brought Paul Sinclair to our offices. I escorted Paul Sinclair into Mr. Ricketts' office and heard Mr. Ricketts explain the contents of the Deed of Trust and the Agreement for Sale to Mr. Sinclair. Mr. Ricketts was particular in explaining to Mr. Sinclair that although the titles to the property were to be placed in his, Mr. Sinclair's name it was for the convenience of Mr. Forbes, Mr. Thomas and I and he, Mr. Sinclair, did not own the lands. Mr. Ricketts also explained that he was not able to witness Mr. Sinclair's signature on the Deed of Trust and Mr. Wilbert Jeremiah Justice of the Peace who lives about five minutes away from our offices was called. He attended and witnessed Mr. Sinclair sign the Deed of Trust. Mr. Ricketts witnessed Mr. Sinclair's signature on the Agreement for Sale. Both documents were then dated 12th April, 2005 and the Agreement for Sale was then returned to the vendor's Attorney-at-Law."*

[59] The witness explains that titles for the two lots were issued in Mr. Paul Sinclair's name. Herself, Lawrence Forbes and Paul Thomas undertook the subdivision of the land into 25 lots and put in infrastructure with the help of a loan from the National Commercial Bank. On the 23rd July 2007 Mr. Paul Sinclair signed a Power of Attorney to Lawrence Forbes and Paul Thomas so as to facilitate the applications for subdivision and issue of splinter titles. That Power of Attorney was signed in the presence of Mr. Sheffer Birthwright a Justice of the Peace. Paul Sinclair she said also signed another Power of Attorney dated 19th June, 2008 at the request of the National Commercial Bank *"to facilitate the bank receiving the proceeds of sale of lots until its loan was repaid."* This latter Power of Attorney was witnessed by Wilbert Jeremiah Justice of the Peace. The witness detailed the volume and folio numbers of the titles to the 24 subdivided lots. The 25th lot she explains was for the playfield or common area.

[60] When the sale of lots began Mr. Paul Sinclair signed some transfers and others were signed by Lawrence Forbes or Paul Thomas under the Power of Attorney dated 23rd July, 2017. She handled some of the transfers while other members of staff handled others depending on who Mr. Ricketts (the attorney) assigned the task. These details she outlines in paragraphs 14 to 16 of her witness statement. She explains that because of requisitions (from Registrar of Titles and the National Housing Trust) some transfers had to be amended and initialed and signed or initialed Paul Sinclair or PA. It is not asserted that the 1st Defendant initialed or signed these changes. In paragraphs 16 and 17 the witness details the circumstances in which a Will for Mr. Forbes was prepared on the 8th November 2016. She also stated,

"18. On the same 8th November 2016 Lawrence executed an instrument of transfer of the lands known as lot 1 Hopeton Manchester, part of lands registered at Volume 1473 Folio 157 to Gloria Grace Ann Palmer by way of gift. He also executed Instrument of Transfer registered at Volume 1473 Folio 158 to Gloria Grace Ann Palmer. His signatures on these instruments of

Transfer were witnessed by B.A. Ricketts, attorney-at-law. He also executed an Instrument of Transfer for lands registered at Volume 1185 Folio 226 to Gloria Grace Ann Palmer and Sara Samantha Forbes by way of gift. All the signatures on this latter Instrument were witnessed by Mr. Wilbert Jeremiah Justice of the Peace.

19. *As a result of the fact that I had no money to pay the stamp duty and necessary transfer tax on these transfers they remained undated until the 12th April, 2017 when they were dispatched for stamping and registration. These transfers was (sic) registered in May 2017. By instrument of Transfer dated 30th November 2017 Gloria Grace Ann Palmer transferred the said Lot 2 Volume 1473 Folio 158 to Sharon Angela Headley. The latter transfer was registered on the 9th January 2018.”*

[61] In paragraph 20 the witness gives an account of Mr. Forbes’ decision to retire and sell his shares in Thomas Forbes & Associates Limited. They met with Mr. Paul Thomas to decide how the lots in the development were to be shared. She also referenced the use of the subdivision plan and the notations thereon. This she identified in amplification as Exhibit 35 and Exhibit 1 page 96. In January 2017 she said Mr. Forbes gave her a Power of Attorney to handle all his matters. He had cancer but asked her not to disclose it. She referenced an agreement dated 1st February 2017, see Exhibit 17, as to how lots were to be held.

[62] In paragraph 23 of her witness statement she said in April 2017 Mr. Forbes expressed a desire to have the remaining lots dealt with as he was becoming weak. On the 12th April Mr. Paul Sinclair attended Mr. B.A. Ricketts’ office to sign a Deed of Conveyance. She said:

“23 ... Mr. Ricketts also instructed me to prepare a transfer for lot 6 which was a pending sale and transfers for three lots 16, 18 and 22 which Lawrence

wished transferred to his children. These lots are registered at Volume 1454 Folio 673 to be transferred to Sara, Volume 1454 Folio 675 to be transferred to Heather and Volume 1454 Folio 679 to be transferred to Gregory. Mr. Ricketts explained to Paul Sinclair that the Deed of Conveyance and the Transfers were to have the remaining lots removed from his name because under the Trust Deed he Paul Sinclair was not the owner.”

- [63] The witness in paragraphs 24 and 25 details the execution of these transfers and the conveyance and stated,

“...There were two remaining lots registered at volume 1454 Folio 680 and Volume 1454 Folio 672. These were already earmarked in the Agreement dated February 1, 2017 to go to Paul Sinclair. As title for these lots were already in Paul Sinclair’s name there was no need to prepare or execute transfers to him.”

- [64] At paragraph 27 the witness gave details of how Mr. Lloyd Forbes signed documents:

“27. I have seen, in the course of the proceedings, both criminal and these proceedings, copies of cheques drawn on National Commercial Bank marked “void” that purport to have been signed by Lawrence. Lawrence signed in various ways depending on what he was signing. When signing cheques he had a particular signature. It was smaller, and it was “L.L. Forbes.” On letters that he wrote he wrote “Lloyd” and sometimes “Lawrence.” On documents such as Agreements for sale he would sign “Lloyd Forbes” or

“Lawrence Forbes” or L. Forbes” or “Lloyd Lawrence Forbes” or “L Forbes.” He would not accept it when you asked him to sign in one consistent manner.”

[65] At paragraphs 28 to 30 the witness details the circumstances of Mr. Forbes' hospitalization and his passing on 20th May 2017. She explains how payment was arranged for his treatment there. In paragraph 31 she states that she met Gregory on two occasions. Once in the 1990's at his father's house while visiting Jamaica. The other was at the University Hospital of the West Indies on the 27th April, 2017. She described him as being very rude to her. She states in paragraph 33 that she took the necessary measures as:

“31... Lawrence's friend, lover, business partner and the mother of his daughter Sara to pay his hospital bills and to make the arrangements and pay for his funeral expenses and such debts as he had instructed me to pay. These payments were made from the proceeds of sale of lots that were certified for him and I. I called Heather to discuss final arrangements and tried to see how we could move her father's burial. There was no input from her or her brother. Heather telephoned and informed me on the 5th June 2017 that she would be arriving on the island on 6th June 2017 three days before the funeral. On the 7th June 2017 I visited Lawrence's house, showed her his funeral programme, handed her a certified copy of her father's death certificate and left.

34. On the 7th June 2017, Gregory Forbes stormed into the offices of B.A. Ricketts and Associates, demanded the last Will for his father and indicated that “no setup or nine-night will take

place” if he didn’t get the Will. The duplicate Will in the envelope on which Lawrence had written his name was given by me to Sara to take to her brother, which she did.”

[66] At paragraphs 36 and 37 she gives an account of a three-way telephone conversation between herself and Heather and Heather’s uncle Roy Forbes. She found the tone of questions asked offensive but did indicate that their father had another attorney Dale Porter and that their father had shown her a Will Ms. Porter had prepared. She suggested he consult an attorney and contact their father’s attorney for further information. In paragraph 38 she said Mr. Paul Sinclair sent a letter dated 21st July 2017 to B.A. Ricketts and Associates demanding that eleven titles be handed over and that he be paid for lands being sold. In paragraph 39 she outlines that police from the Fraud Squad questioned her in relation to alleged fraud and conspiracy. Two cases related to titles of Willowgate sale and two lots at Hopeton are pending in the Manchester Criminal Circuit Court.

[67] During amplification the witness identified Exhibit 11 as the agreement for sale and explained that the purchaser executed it first before it was sent to the vender for signing. She identified the signatures. She similarly identified Exhibit 10 as the Trust Deed. She explained that Exhibit 25 was the fully completed agreement in Exhibit 11. She indicated that paragraphs 2, 3 and 4 were missing from Exhibit 11. She said the person putting it together may have missed those pages. Exhibit 25 also has the agreements with stamp duty and transfer tax on it. She also identified the signatures and the Power of Attorney dated 23rd July 2007, Exhibit 12. Exhibit 13 she identified as the Power of Attorney dated 11th June 2008 referred to in her witness statement at paragraph 72. Exhibit 18 is the agreement referred to in paragraph 15 of her witness statement. The witness identified Exhibit 1 page 3 as a document dated 1st August 1991, a lease agreement signed by Mr. Lawrence Forbes. She says it shows the several names and signatures Mr. Forbes used. At page 8 was a letter written by Mr. Forbes which instructed

money to be paid to her in case of his incapacity. Exhibit 1 paragraph 9 she identified as a copy of his resident alien card (green card). The original electoral identification card was admitted through her as Exhibit 32, the copy of which is Exhibit 1 page 17. Exhibit 33 being original passport, the copy of which is Exhibit 1 page 41. The witness identified Mr. Forbes' signature on several documents: Exhibit 1 pages 51, 52, 60, 28, 63, 64, 66, 67. The witness acknowledged differences in the signatures for example between pages 15 and 22 of Exhibit 1:

“Q: signed it in same way?”

A: He does not sign in the same way all the time”

[68] Exhibit 35 was admitted in evidence being the original plan on which markings were made, see exhibit 1 page 96 for a copy. It shows the lots exchanged for shares in the company. The witness identified certificates of title, at pages 92 and 100 of Exhibit 1, being titles for lots 90 and 91 of Montpelier. The original lease a copy of which is at Exhibit 1 page 1 was admitted as Exhibit 36 through this witness. After a consultation between counsel Exhibits 37, 38 and 39 were admitted by consent being originals of various documents copies of which were in Exhibit 1. The admission by consent was on the following basis:

“J: To the extent the purpose of these exhibits is to prove authenticity of the deceased signatures and if not previously submitted to the experts they now should be and the expert asked if any change in their opinion.”

[69] The witness was then taken through the evidence of Mr. Paul Sinclair who said he had not signed various documents. Interestingly she said:

“Q: Paragraph 11 last sentence?”

A: He would be correct to say plenty transfers his name is on he did not sign as they were signed by donors by signing his name meaning signed by Forbes and Thomas having power of attorney.

Q: *Forbes and Thomas the donor?*

A: *Yes the ones who had power of attorney.*

Q: *12 Comment*

A: *In paragraph 12 the Power of Attorney signed by Paul Sinclair. I was there with the Justice of the Peace. When Paul himself signed power of attorney giving Paul Thomas and Lawrence Lloyd Forbes power to do whatever necessary in the venture."*

[70] She maintained she was not in the office when Mr. Forbes executed the Will. The witness was carefully taken through Mr. Paul Sinclair's other statements giving her account of the respective events. As regards the witness statement of Shana Kay Williams the same was done. As regards paragraph 9.

"Q: *Do you agree with content of that paragraph?*

A: *I do not agree*

Q: *Tell us what disagree with?*

A: *I disagree in terms of saying Mr. Ricketts is only person that ask her to witness wills. Mr. Ricketts took his book with how usually draft documents. I was one Mr. Ricketts handed the book. I typed the Will handed it to Mr. Forbes who was sitting in the office for him to read it. When he was through reading he asked me to ask Ms. Shana Williams and Miss Dyer to be his witness. I went and beckoned to both what Mr. Forbes desires were or wishes. I then left my office and went and deal with another client who was waiting in the conference room. When I returned to my office on my desk was the envelope where Mr. Forbes hand writing was*

there where he had "This is my Last Will and Testament", writing his name in pen. Signing both ways "L. Forbes" and "L.L Forbes." I opened the envelope and there was the two wills, the duplicate and other original with his signature enclosed on there. Shana Kay's signature and Dwyer signature. I then took it up and placed it in the will book in the vault where wills are kept. So I did not look back or anything to do with the will again until after Mr. Forbes had passed. Mr. Forbes son, Mr. Ricketts asked me to get Will as his son came there making trouble so before we had to have setup for funeral."

[71] The 1st Claimant vehemently denied as untrue the statements by Miss Williams related to documents and how they had been executed. She, however, admitted Mrs. Williams was dismissed but denied it was because a summons was served on her. However, she said:

“Q: Look at paragraph 18 and 19?

A: Yes, when served I did ask her if she knew what she had signed. I never cursed that is a lie. She ought to have the words I cursed her with in this document?

Q: Paragraph 20 comment

A: Glad to tell this one. When I get the writ I said to her, there was an affidavit and she said Mr. Forbes was not there, and I said to her "when I beckoned to you and Mrs. Dwyer that Mr. Forbes wanted you to sign are you saying you did not have it properly executed."

That is only time I was aware that they did not carry Will back into Mr. Ricketts after, they just went in there and sign. That is when I looked at her and said she is a “lying witch” that is correct.

Q: *Last sentence in paragraph 20?*

A: *No, I did not dismiss her immediately.*

Did you dismiss her at all?

A: *Yes, I did. But not on that day”*

[72] She was similarly given the opportunity to comment on Mr. Roy Forbes’ evidence. She denied a conversation on the 20th May 2017 as alleged in paragraph 8 of his witness statement. As regards paragraph 2, of his witness statement dated 4th March 2021, she gave a detailed response to the assertions about various conversations. Similarly, with Mr. Paul Sinclair’s witness statement of the 14th May 2021. The witness commented on paragraph 27 of the witness statement of Mr. Gregory Forbes:

“A: *The Claimant here is saying, Gregory is saying that Claimant which is myself produced numerous documents which gave them authority to transfer land registered in name of _____ to themselves. Gregory is not familiar with his father’s various ways of signing that would allow him to make this statement. For me to be a part of R. Forbes life for 29 years from a business standpoint professionally in whatever dealings that he engaged B.A. Ricketts and Associates where I worked as paralegal and Office Manager I am familiar with Mr. Forbes’ way of signing. The romantic way he usually writes letters to me love letters, I*

have several of them he can see how his father writes.”

The witness also commented in detail on the evidence of Heather Forbes Thompson. When giving evidence in chief the witness was well poised and spoke in a careful deliberate manner. Emotion appeared briefly on one or two occasions.

[73] The 1st Claimant, when cross-examined, denied the suggestion of collusion between herself and Mr. Ricketts in statement preparation. She insisted that she participated financially in the Montpelier development although there was no documentary support of that participation. As regards Exhibit 24, the Will dated 2014, the witness maintained it was not prepared in the office of B.A. Ricketts. However, the cross-examiner indicated the “backing” had B.A. Ricketts. Witness said she put the backing on it. The following exchange:

“Q: presence of “backing” shows that Mr. Ricketts first answer is correct.

A: If he says so. I was not the one that typed the Will.

Q: Your witness statement paragraph 4 you spell name “ERNETA”

A: Yes.

Q: Go to page 131 Bundle 3, Exhibit 24, is that same spelling of name “ERNETA”

A. Yes

Q: But isn’t Mr. Forbes’ wife’s name Eneta

A: You are telling me that.

Q: Exhibit 16 (2016 Will) on front page is spelling “E-N-E-T-A” Forbes?

A: Yes”

And later

“Q: Spelling error “ERNETA” in 2014 Will is nowhere else in documents in this case?”

A: I disagree.

Q: 2014 Will was introduced by your daughter Sara?

A: Yes”

[74] When challenged about describing herself as a “*businessperson*” the witness replied, “*At 25 years old I also operated a spice shop known as “Spice And Things”*”. As regards an assertion by Mr. Ricketts with which she disagreed the exchange is revealing:

“Q: Is this document, show exhibit 24, was Mr. Ricketts incorrect when he said he prepared it?”

A: He would be incorrect. This Will was not prepared at our office.

Q: Not by anyone in your office?

A: No.

Q: Did you see Mr. Forbes sign that document?

A: Correct yes I did.

Q: Exhibit 24 does not contain authentic signature of Lloyd Forbes?

A: You are incorrect

Q: If you are not the person that handled Mr. Forbes’ affairs how can you say B.A. Ricketts not prepare it?

A: Because Mr. Forbes took this document there because he had to update the Will he prepared with Miss Porter. Mr. Dwyer and Taylor were at the office and he asked them to witness it. He gave one to me as there were two of this (Exhibit 24)

Q: *Same date*

A: *Yes, gave me one to put up for him and said if anything happen give it to Sara."*

The cross-examination continued on the 23rd April 2024 at 2pm and ended on the 25th April at 3:45pm. The witness in a detailed manner was taken through the documentation.

[75] During cross-examination it emerged there was no documentary support for the 1st Claimant's assertion that she had made a financial contribution to the purchase or development of the Montpelier lands. None of the loans bore her name as borrower and there was no receipt to her for the purchase price. She did, however, have a joint account with Mr. Forbes exhibit 2 page 7. An account to which she was added in 2014. The "coincidence" of spelling discrepancy was effectively put to the witness.

"Q: *Suggest reason why incorrect spelling is in your witness statement and 2014 will is because you made an error in the typing of the Will*

A: *You are incorrect*

Q: *Spelling error Erneta in 2014 will appears nowhere else in documents in this case*

A: *I disagree"*

[76] The witness was challenged on some edits to Exhibit 7. She indicated it may have been done by clerks in the office or by Mr. Dwyer their town agent. Done to correct errors in the document. The witness was carefully taken through other documents which had changes and initials. Not surprisingly she could not recall and/or did not recognize the initial of persons making changes. The witness was asked:

"Q: *Exhibit 14. This bears same date as the Will.*

Did you type this

A: *Yes*

Q: *No witness to signature of Mr. Forbes on this document*

A: *Yes*

Q: *Paragraph 1 relates to Willowgate*

A: *Yes*

Q: *Why was it important for Mr. Forbes in addition to the transfer to do Exhibit 14*

A: *I have no personal view and he indicated he wanted Sara is taken care of. My name on it is to ensure she is protected as she has certain illness and he wants to ensure she is protected and cared for*

Q: *Ms Hampton says this is not a genuine signature. I suggest Mr. Forbes did not sign this document.*

A: *You are incorrect"*

The witness admitted that some transfers were signed by Mr. Thomas and/or Mr. G. Forbes in Mr. Sinclair's name because they relied on the Power of Attorney.

[77] On the 25th April 2024 the Claimant's counsel indicated that their expert had not yet been able to assess the additional documents disclosed. I indicated that the trial would proceed and the Claimant allowed to call rebuttal evidence if necessary. Several additional documents were agreed, being copy titles, and admitted as Exhibits 40 (a) to (g). The cross-examiner challenged the witness as to Mr. Forbes' condition in the period certain documents were executed. Ultimately she gave the following evidence:

"Q: *Mr. Forbes is in no condition to write anything between 11:00 on 26th April and 2nd May*

A: *He would not be able to write. He gave me notes*

Q: *I suggest he was mentally incompetent 11:30
26th April to May 2nd*

A: *Oh yes. Counsel agree*

Q: *During that period he was unable to write
anything*

A: *Correct*

Q: *Exhibit 26(b) that is purported transfer of
shares dated 1st May 2017. Do you agree Mr.
Forbes would not have been able to sign this
on 1st May 2017*

A: *You are not right. Mr. Forbes sign this document
way before*

Q: *On 1st May he could not sign it*

A: *I don't agree with*

Judge: *[Repeats question]*

A: *I don't agree with you."*

This inconsistency was marked.

[78] As to the circumstances, of the execution of the 2016 Will, the witness stated that she was not present in her office. She left Mr. Forbes there and directed Ms. Williams and Mr. Dwyer to go in. Ms. Shana Kay Williams was the daughter of Mr. Forbes' housekeeper. Witness denied dismissing Ms. Williams because of what she had signed to. She however admitted to calling her a "*lying witch*". When challenged about Mr. Ricketts leaving most decisions to her:

"Q: *Is it fair observation of Mr. Ricketts and way he
operated in or around 2017*

A: *Absolutely not counsel*

Q: *Was Mr. Ricketts his age*

A" *Elderly but brilliant and strong and had a good
memory*

Q: *He had a lot of loyalty to you*

A: *He had loyalty towards all his staff and I say that
with admiration for a man who was so brilliant
and strong and loved by all his employees*

Q: *Including you*

A: *Yes madam”*

[79] Cross examination by Ms. Reid confined itself to issues related to Mr. Paul Sinclair (The 1st Defendant). The 1st Claimant agreed Mr. Sinclair was easy-going, loyal and dedicated. The cross-examination was otherwise unremarkable with witness maintaining earlier positions stated. Re-examination by Mr. Piper was also unremarkable. Thereafter Mr. Piper, by consent, admitted further exhibits and was permitted to further examine in chief on them. The Claimants thereafter closed their case.

[80] It was agreed that the 2nd and 3rd Defendants' case would be presented before the 1st Defendant's. Their first witness was Ms. Beverly East a forensic document examiner. Her reports and addendum were admitted as Exhibits 44(a), 44(b), 44(c), 44(d), 44(e), 44(f) and 44(g). The findings may be summarized as follows.

Re:

- a. Last Will and Testament of Lawrence Lloyd Forbes dated 8th November 2016
- b. Transfer of Land #2062796 for Hopeton Pen Manchester Lot 1 Volume 1473 Folio 157 dated 12 April 2017
- c. Transfer of Land #2062797 for part of Bellinger called Globe Lands Manchester Lot 2 Volume 1185 Folio 226 dated 12 April 2017
- d. Transfer of Land #2062798 for Hopeton Pen Manchester Lot 2 Volume 1473 Folio 158 dated 12 April 2017
- e. Agreement made 1st February 2017 between Lawrence Lloyd Forbes and Gloria Grace Ann Palmer

None of the above bore the authentic signature of Mr. Lawrence Lloyd Forbes.

[81] In her report dated 2nd September 2020 Re:

- a. Letter to B.A. Ricketts & Associates dated 28th April 2012
- b. Last Will & Testament dated 29th December 2014
- c. Letter B.A. Ricketts & Associates dated 8th November 2016
- d. Agreement dated 1st February 2017
- e. Transfer of Shares dated 1st May 2017
- f. Transfer of Shares dated 1st May 2017 (not a duplicate)

None of these were signed by Lawrence Lloyd Forbes.

[82] In her report dated 9th April 2021 Ms. East opined on the Last Will and Testament dated 8th November 2016. She found it was not signed by Lawrence Forbes. It is a document she had previously examined and her conclusion remained the same.

[83] In a supplemental report dated 28th June 2021 Ms. East corrected the labeling on graphics in earlier reports. In her report dated 20th October 2021 her conclusions are:

- a. Power of Attorney dated 23rd July 2017 was **not signed** by Paul Sinclair
- b. Power of Attorney dated 19th June 2008 was **not signed** by Paul Sinclair
- c. Transfer of Land Volume 1454 Folio 664 dated 11th June 2012 was **not signed** by Paul Sinclair
- d. Transfer of Land Volume 1454 Folio 668 dated 22nd June 2012 was **not signed** by Paul Sinclair
- e. Transfer of Land Volume 1454 Folio 662 dated 31st June 2013 was **not signed** by Paul Sinclair
- f. Transfer of Land Volume 1454 Folio 676 dated 7th July 2015 was **not signed** by Paul Sinclair

- g. Power of Attorney dated 17th January 2017 was **not signed** by Paul Sinclair
- h. Transfer of Land Volume 1454 Folio 681 dated 20th February 2017 was **not signed** by Paul Sinclair
- i. Transfer of Land Volume 1454 Folio 674 dated 12th April 2017 was **not signed** by Paul Sinclair
- j. Transfer of Land Volume 1454 Folio 677 dated 12th April 2017 was **not signed** by Paul Sinclair
- k. Transfer of Land Volume 1454 Folio 663 Paul Sinclair to Fabian Fitzroy dated 12th April 2017 was **not signed** by Paul Sinclair
- l. Transfer of Land Volume 1454 Folio 661 Paul Sinclair to Donald Glave dated 5/5/2017 was **not signed** by Paul Sinclair
- m. Transfer of Land Volume 1454 Folio 660 Paul Sinclair to Kayon Nash dated 18th July 2017 was **not signed** by Paul Sinclair
- n. Conveyance Paul Sinclair and Lawrence Lloyd Forbes 12th April 2017 was **not signed** by Paul Sinclair
- o. Agreement for sale Paul Sinclair and Kayon Nash 18th July 2017 was **not signed** by Paul Sinclair
- p. Last Will and Testament of Lawrence Lloyd Forbes dated 8th November 2016 **does not bear authentic signature** of Lloyd Forbes on either page one or two
- q. Last Will and Testament of Lawrence Lloyd Forbes dated 8th November 2016 (second copy) **does not bear authentic signature** of Lawrence Forbes on either page 1 or 2. Both documents (p & q) are identical in content but not a copy of each other.

[84] In a report dated 12th October (Exhibit 44(f)) Ms. East redid her consideration of the questioned documents in her previous reports and used additional known samples. In this report she opined on the genuineness of the signatures of other

persons who had purportedly signed the documents. She also commented on the report of Ms Hampton the other expert who gave evidence in this case. Her conclusions were as follows:

- a. Power of attorney dated 23rd July 2007 was **not signed** by Paul Sinclair
- b. Power of attorney dated 19th June 2008 was **not signed** by Paul Sinclair but signed by Wilbert Jeremiah JP
- c. Transfer of Land Volume 1454 Folio 664 dated 11th June 2012 was **not signed** by Paul Sinclair but signed by B.A. Ricketts
- d. Transfer of Land Volume 1454 Folio 668 dated 22nd June 2012 was **not signed** by Paul Sinclair but signed by B.A. Ricketts
- e. Transfer of Land Volume 1454 Folio 662 dated 31st July 2013 was **not signed** by Paul Sinclair but signed by B.A. Ricketts
- f. Transfer of Land Volume 1454 Folio 676 dated 7th July 2015 was **not signed** by Paul Sinclair but signed by B.A. Ricketts
- g. Power of attorney dated 17th January 2017 was **not signed** by Lawrence Forbes but signed by Wilbert Jeremiah
- h. Transfer of Land Volume 1454 Folio 681 dated 20th February 2017 was **not signed** by Paul Sinclair but signed by B.A. Ricketts
- i. Transfer of Land Volume 1454 Folio 674 dated 12th April 2017 was **not signed** by Paul Sinclair but signed by B.A. Ricketts
- j. Transfer of Land Volume 1454 Folio 677 dated 12th April 2017 was **not signed** by Paul Sinclair but signed by B.A. Ricketts
- k. Transfer of Land Volume 1454 Folio 663 dated 12th April 2017 was **not signed** by Paul Sinclair but signed by B.A. Ricketts

- l. Transfer of Land Volume 1454 Folio 661 dated 5th May 2017 was **not signed** by Paul Sinclair but signed by B.A. Ricketts
- m. Transfer of Land Volume 1454 Folio 660 dated 18th July 2017 was **not signed** by Paul Sinclair but signed by B.A. Ricketts
- n. Conveyance between Paul Sinclair and Lawrence Lloyd Forbes dated 12th April 2017 was **not signed** by Paul Sinclair but signed by William Jeremiah JP
- o. Agreement for Sale dated 18th July 2017 was **not signed** by Paul Sinclair
- p. Last Will and Testament of Lawrence Forbes dated 8th November 2016 **does not bear authentic signature** of Lloyd Forbes either on page one or two
- q. Last Will and Testament of Lawrence Forbes dated 8th November 2016 (second copy) **does not bear authentic signature** of Lloyd Forbes either on page one or two.

[85] In this report Ms. East went on to say:

"I have reviewed Sharon Rose Hampton's report who has twice mentioned that she has the same opinion as myself. On page 3 she quotes "I appreciate and respect the efforts, and although flawed in one respect their findings were in my opinion accurate, that the signatures were non-genuine based upon documents they examined and agreed on page 38."

I do however disagree with notion that the government ID of Mr. Forbes may not be genuine. Having worked over the years with both government agencies PICA and Tax Office the process of preparing those documents may sometimes distort the photo image. The signature is usually scanned and replaced on those documents. Gone are the

days of the “pink slip” passports. There are several security features that are used that neither a passport or a driver’s license can be replicated. These security features I cannot discuss in detail. Having examined Mr. Forbes’ signature in a peer review with two other examiners who arrived at the same opinion that the signature of Mr. Forbes when compared with the NCB check signatures had the same characteristics in both the cheques and the government ID’s.”

[86] In a later report of the 7th March 2024 Ms. East reported on an additional Will of Lawrence Lloyd Forbes dated 8th March 2007 prepared by Dale Porter attorney at law. She opined that it bore the authentic signature of Lawrence Lloyd Forbes.

[87] By way amplification the witness was shown the original of various documents, the copy of which, she had opined upon. She indicated that the sight of the original had not changed her opinion. The witness stated that in her opinion the passport and driver’s license bear the authentic writing of Mr. Forbes. The witness also expressed disagreement with Ms. Hampton’s opinion that there were two different versions of the 2014 Will. She however said there were two different versions of the 2016 Will.

[88] The 2nd and 3rd Defendants’ attorney attempted to put in evidence, through their expert, a Will dated 13th March 2007. An objection was taken that there was no pleading relative to the existence of that Will. Mrs. Hay responded to say that it would be relevant if the other Wills were found to be null and void. I ruled that the document was to be admitted as Exhibit 44(g)

*“for the limited purpose of comparison and NOT
for proof of the truth of its contents that is not
for the purpose of proving that will.”*

The witness in her report, as noted above, opined that the document had the authentic signature of Lawrence Forbes.

[89] Mr. Piper's cross-examination of this witness was probing and comprehensive but I will not summarize it save to indicate that the expert admitted that Mr. Forbes signed his name in different ways:

"Q: When L.L. Forbes it's a variation

A: No, LL Forbes is most likely in documents the original way he signed. Variation is when a name is added to two initials. LL Forbes is most familiar form and original way of signing his signature. When you see an added name that becomes a variation of his signature

Q: K7

A: It is variation because Lloyd is added

Q: But that is form given to you as known

A: Correct

Q: Do you agree that handwriting and signature can vary over time

A: Yes I agree

Q: That is not variation

A: It can be. Sometimes can change over time. What does not change is the movement. Pictorially it might change but the movement how it starts and finishes remains the same."

[90] The witness was taken in detail through the report of Ms. Hampton. This climaxed with the following exchange:

"Q: Having regard to the differences brought to your attention between Ms. Hampton's opinion and yours do you still agree with her report except for that of her driver's license and passport

A: *No I disagree with driver's license, passport and some of her analysis"*

[91] After cross-examination by Ms. Reid and re-examination by Ms. Hay I asked the following:

"Judge: *Ms. Hampton in order to come to her conclusion she had to find driver's license and passport not genuine*

A: *Yes*

Judge: *So it means she is satisfied there were sufficient similarities between the passport and driver's license signatures and those questioned Wills to conclude is same writer*

A: *Yes*

Judge: *So there is a fundamental difference between your conclusions*

A: *Not really because she has also used known signatures such as NCB cheques and regarded them as authentic for her comparison. So what she has done is two conclusions. Yes, NCB cheques authentic and not same signature on questioned documents then say drivers license and passport is same writer as the questioned. She has given two different opinions in the one report."*

[92] On the 5th September Mrs. Hay applied for the witness statement of Mr. Roy Forbes to be admitted as evidence notwithstanding that he was unable to attend for cross-examination. A medical report indicating he had "*moderate discomfort*"

was tendered. Having heard submissions, I granted the application and the witness statements of Roy V Forbes dated 11th October 2020 and 22nd February 2021 were admitted as Exhibits 47(a) and 47 (b) and stood as his evidence in chief. These statements recounted conversations with the 1st Claimant at the time of Mr. Forbes' illness and death. He pointed to certain inconsistencies with what was said then and the case now presented by the Claimants. Even if his recollections are correct, I do not find the evidence significant. The 1st Claimant may have had good reason for reticence to share information about her and Mr. Forbes' investments and dealings, or she may have had memory lapses in the emotional environment of the time. In any event this evidence is not such as to impact my findings of fact considerably.

[93] Shana Kay Williams was the next witness for the 2nd and 3rd Defendants. Her witness statements were straightforward and to the point. She described certain office procedures in B.A. Ricketts' office. She indicates that the 1st Claimant instructed her to sign Mr. Forbes' will as a witness but that Mr. Forbes was absent. At the time of giving evidence she was a student at the University College of the Commonwealth Caribbean. She stated she was fired by the 1st Claimant. In amplification she looked at Exhibit 16 and denied it was her signature.

[94] When cross-examined she said she was about 18 years old when working at B.A. Ricketts & Co. She said she had witnessed several persons signing Wills as it was one of her job functions. She said she had only done that once in the absence of the person making the Will:

“Q: Any time when you do it when person making
Will not present A:

Yes sir

Q: How many times

A: Once but not with Mr. Ricketts

Q: Did you think it was wrong to do so

A: *At time I did not think it was wrong because of who asked me to do so it was Ms. Palmer*

Q: *If Mr.Ricketts asked you would you think it was wrong*

A: *No sir because they were senior. Did not expect to be asked to do what I should not do”*

[95] On the 6th September 2024 Ms. East (the Defendant’s expert) was recalled for further cross-examination. This related to markings witnesses had identified on documents which she said was likely made by police officers.

[96] The 3rd Defendant Heather-Marie Forbes-Thompson then gave evidence. Her witness statement dated 8th October 2020 stood as her evidence in chief. She is the daughter of Lawrence Forbes (the deceased). Her evidence was to the effect that although sent to the United States in 1982, where she remained, she returned home regularly. Her parents purchased a shop in Willowgate Plaza at Vol 1185 Folio 226 and operated businesses there. It was Transferred to the 1st Claimant after Mr Forbes died. She spoke of the firm Thomas Forbes in which her father was a partner and stated that he remained a partner until his death. She knew of the purchase and development of Montpelier land and denies the 1st Claimant was involved. She stated that she spoke with her father every week and “ *if she was his business partner, my father would have told me because he confided in me*”. She further states that her father told her that the relationship with 1st Claimant ended shortly after the child was born.

[97] The 3rd Defendant detailed how, after her father’s death, certain of his properties were transferred. She says although the sale of her father’s shares in Thomas Forbes was discussed, he told her sometime in late 2016 that the 2nd Claimant had not come up with the money. She denied that either 1st or 2nd Claimants made any financial contribution to Montpelier development. She stated that she was very familiar with her father’s signature and denied that any of the signatures on

transfer documents were her father's. She was aware her father had an attorney named Dale Porter who drafted a Will for him some time ago. She asserts that since the death of her father the 1st and 2nd Claimants have dishonestly conspired to take away his land.

[98] Cross-examination revealed that she was not very familiar with details of her parents' business and dealings. Nor did she know much about the relationship between Ms. Palmer and her father. It is apparent that some of her evidence is based upon assumptions made:

“Q: Why in paragraph 33 you say since your father's death the 2nd Claimant Paul Thomas has joined with 1st Claimant to dishonestly take my father's land

A: Based on conversation my dad and I had, he was in process of getting out of the business and if we need further information we should check Mr. Ricketts' office. Surprising he is now fully back into it.

Q: When you say he is fully back

A: Now seeing some properties transferred back to him it was evident that himself and Ms. Palmer are well into the property”

In answer to the court the witness identified as genuine her father's signature on the driver's license and the passports.

[99] On the morning of the 9th September 2024 the 1st Defendant's case was interposed as the 2nd and 3rd Defendants' next witness was unavailable. Mr. Paul Sinclair therefore gave evidence. His witness statements dated 28th October 2020, 17th November 2020 and 14th May 2021 stood as his evidence in chief. His attorney had read each to him before he signed. In amplification the witness identified his signature on exhibit 25 (the agreement for sale of 12th April 2025) and exhibit 12 (Power of Attorney dated 23rd July 2007). The witness amplifying said,

"I see my signature but this is not my signature."

The response was similar with respect to exhibit 10 (Declaration of Trust dated 12th April 2005) and exhibit 40(a) (Transfer of Land Volume 1454 Folio 664). He later rephrased the answer to be:

"Yes Ms. Reid, I see my name but I did not sign this document."

He responded similarly for exhibits 40(b), 40(c), 40(d), 40(e), D2 and 19.

[100] Mrs Hay, for the 2nd and 3rd Defendants, had no questions in cross-examination. Mr. Piper was careful in his cross-examination. The witness admitted, having been warned that he need not answer the question, that his driver's license was not legally obtained. He stated that he did not do a reading test at the depot when he went to do his driver's license test. He indicated that his cousin Clive Facey got his driver's license to operate a motor bike for him. There then occurred a very interesting turn of events:

"Q: [Document shown] That is not your signature

A: It's my signature but is not me write it

Q: Did anyone read it to or to you

A: No (After looking at document carefully)

Q: You realize that is the first witness statement shown to you by your lawyer this morning

A: (Pause) Looking at document I mek a mistake

Q: What is mistake

A: My signature. I never realize it is my signature. Neva look properly

Q: So there are times you make mistakes about your signature

A: No Mr. Piper"

The witness eventually admitted that he had signed documents:

"Q: You sign any document to help Mr. Forbes acquire Montpelier property

A: *(Long pause) Yes*
Q: *You remember what documents you sign in relation to acquisition of Montpelier*

A: *No don't remember*
Q: *You remember where you sign them*
A: *Mr. Ricketts' office"*

And later:

"Q: *So you never signed agreement for sale*
A: *Yes*
Q: *Which one*
A: *The first one for Montpelier*
Q: *Did you also sign Trust Deed in relation to Montpelier*
A: *No Mr. Piper*
Q: *So when you sign agreement for sale for Montpelier did you understand you were buying that property*

A: *Not really me buying it, it was Mr. Forbes buying it*
Q: *Did you understand he was buying it in your name*
A: *Yes Mr. Piper"*

And later still:

"Q: *Is it your position you never signed any of the transfers for those lots to be sold*
A: *Yes one of them*
Q: *Which ones*
A: *I can't tell you which one but Ms. Palmer did ask me to sign one document saying NHT want purchase one of the lots and him say Mr. Forbes leave two for me. One I can keep and one to sell to help finish my home. So that one I did sign."*

Eventually the witness all but admitted he could not deny signing:

“Q: *Suggest on day in April when you went to Mr. Ricketts office you signed several transfers*

A: *Repeat again*

Q: *Repeated*

A: *(Pause) I don't too sure.”*

[101] At the end of the cross examination my view of this witness was far from favourable. Ms Reid's attempt to rehabilitate in re-examination did not succeed. In answer to the court the witness explained that he knew which ones he signed because those were bigger and brighter. The ones he did not sign were “fine”.

[102] The case for the 1st Defendant was then closed. The 2nd and 3rd Defendants resumed their case. Mr. Gregory Forbes then gave evidence. After some amendments his four witness statements dated 8th October 2020, 16th October 2020, 16th November 2020 and 27th January 2021 stood as his evidence in chief. I have read but will not, save for a few observations, summarize his evidence in chief. The 3rd Defendant confirmed his mother's name was “ENETA”. He outlined in detail the several businesses and economic activities in which his father and mother had been involved. It reveals a life of industry, innovation and productivity. He confirmed that throughout the period all assets were solely in his father's name. In his statement of 27th January 2021 the 3rd Defendant details his father's condition in the period prior to his death and concludes that from April 26th to 20th May 2017, when he died, he was unable to make any decision or sign any documents. In amplification the 3rd Defendant explained that the blank cheques were found when he searched his father's premises. Himself and his wife wrote “void” on them. The witness challenged certain details relating to conversations with the 1st Claimant. He denied she was his father's business partner.

“Q: *Comment on business partner*

A: *Business partner, hospital bills, funeral expenses, debt, none of those things are true*

Q: *Why say so*

A: *At no point in any conversation I ever had with my father has Ms. Palmer's name been mentioned as a business partner. As it relates to hospital bills I fully expect that my father would provide sufficient funding to pay his bills and no direction was needed."*

[103] Ms. Reid did not cross-examine the 3rd Defendant. However, Mr. Piper was very detailed in his efforts. The witness indicated he was a director at JP Morgan Bank and holds a license to track certain securities and investments. In a series of questions and answers it emerged that although he had regular contact with his father he was not very aware about his father's business or social affairs: "Q: *Is it correct that at no point in your life have you assisted your father in running business involving development of lands*

A: *You are correct*

Q: *In 2005 would you have known your father was developing land in Montpelier, rephrase purchasing*

A: *I know he was looking at properties lands, did not know exact location*

Q: *Did you know at that time he was in business with Mr. Paul Thomas*

A: *I did know that*

Q: *This was after you know your father had had a child with Ms Palmer*

A: *Correct*

Q: *This was also after you knew your father's legal business was being conducted by B.A. Ricketts & Associates*

A: *I did know that*"

[104] In an effective bit of cross-examination Mr. Piper put each transfer to the witness and then asked:

"Q: *In relation to each of these properties you say in your witness statement that the lands were registered after your father's death*

A: *I do*

Q: *Am I correct to say that the date on each of these transfers your father was alive in 12th April 2017*

A: *You are correct Mr. Piper*

Q: *So when you say that they were registered after your father's death you are not saying they were transferred after your father's death*

A: *I am not, the accurate thing to say*"

[105] Importantly the witness identified pages 42-46 of exhibit 1 as showing the back of the cheques which indicated they were negotiated. Also by consent the transcript of telecommunications of 18th June 2017 was admitted as exhibit 50. The recording was played and the attorneys agreed exhibit 50 was not an exact transcript. The re-examination by Mrs. Hay was unremarkable. The 2nd and 3rd Defendant's case was then closed.

[106] The parties were permitted to file and serve written submissions and the 15th January 2025 scheduled for final oral submissions. In the interest of curtailing the length of an already far too long judgment I will not summarise the respective submissions. The issues are largely factual. I will therefore state my findings of fact and the reasons for those findings. My judgment and orders will follow.

[107] On the major factual question, that is whether Mr. Forbes' signatures on the various questioned documents are authentic, a lot of expert evidence was presented. Expert evidence is not to be lightly departed from and due

consideration and weight should be given to such evidence. Although the conclusions were contested, there has been no challenge either, to the credibility of the science, or to the credentials of the experts whose opinions were proffered. However, a judge has a duty to weigh all the evidence and assess the credibility of all witnesses and to do so in the context of his own knowledge and experience and the demeanor of the respective witnesses. I did not find the expert evidence particularly impressive. On the one hand the expert called by the Claimant (Mrs. Hampton) changed her opinion after having seen the opinion of Ms. East. Even so she found the driver's license and passport sufficiently similar to the questioned documents that, for consistency, she felt obliged to find that those documents were also non-genuine. Ms. East for her part found the passport and drivers license genuine because of her knowledge of the operation and security features of the state agencies which issued them. This is what she stated in her report. One would have expected her primary reason, for finding those signatures genuine, would have been similarity with other known signatures. Although she does later speak to these similarities I did not find her rationale or comparisons persuasive. It appears to me that Ms. East has paid too little regard to the fact that the deceased, and this is common ground, signed his name in different ways at different times. Also, that his age and health varied over the period that the known and questioned documents were allegedly made. Ms. East's initial reports considered only copy documents and yet she based her opinion in part on the writing patterns. Later, when she viewed the originals, she maintained her original position. It is noteworthy that Ms. East found all documents not to bear Paul Sinclair's genuine signature although that witness admitted signing some and was unable to say which he did not sign. I must say I examined the signatures carefully and my layman's observation is that the signatures appeared rather similar.

[108] It is of course for the Claimants to prove their case on a balance of probabilities. In this regard I considered the evidence of Mr. Barlow Ricketts to be highly persuasive and credible. I accept his evidence that the documentation was prepared after his client Mr. Forbes accepted his advice. I find also the evidence

of both Justices of the Peace and Mr. William Taylor compelling. Having seen and heard them, I accept they were men of integrity and that they attended and witnessed the signatures of the persons they observed signing documentation.

[109] The same cannot be said of the totality of the 1st Claimant's evidence. Having seen and heard Ms. Williams I accept her as a truthful witness. The execution of the Will in 2016 saw a shortcut approach. Although I find that Mr. Forbes was in the office and did sign that document Ms. Williams was not there when he did so. I accept that the 1st Defendant called Ms. Williams and another person to sign as witnesses. At 18 years old it is understandable why Ms. Williams did so on instructions of the senior employee. I accept that irregularities may have taken place in Mr. B. Ricketts' office of which he was unaware. These, however, did not impact the Agreement for Sale, the Declaration of Trust, the Transfers or, the Power of Attorney in issue in this case. The Transfers were validly executed. Even those which the Claimants admit were signed by Mr. Forbes or Mr. Thomas, in Mr. Sinclair's name, were valid as the signatures were affixed in the belief that the Power of Attorney authorized them to do so. Mr. Sinclair acknowledged, when giving evidence, that he did not beneficially own the property. I find that Mr. Sinclair was functionally literate but was unlikely to have been able to comprehend the trust or power of attorney documentation. I accept the evidence that these documents were explained to him. In any event Mr Sinclair admitted he did not own the land and I find he understood the nature and intent of the documents he signed. I accept the 1st Claimant's evidence as to her personal and business relations with Mr Forbes. It is difficult to otherwise explain her name on accounts jointly held with him. He was obviously a shrewd businessman and would not have had her on his account except for some good reason. I accept also that as his health failed he executed documentation including transfers without dates filled in. I accept the evidence of the 2nd Claimant and find he told the truth about his business dealings with Mr Forbes, in particular, as to the agreements and arrangements for the purchase of Mr Forbes' interest in Thomas Forbes.

[110] Mr. Paul Sinclair (the 1st Defendant) on the other hand, I found to be less than truthful. It appears that either he felt a sense of loyalty to Mrs. Forbes and her children or he has had a serious memory failing. Whatever the reason it is clear to me that he did sign the Sale Agreement, the Power of Attorney and the Declaration of Trust. Mr. Forbes, and this is common ground, did not intend to give Mr. Sinclair all that land. Therefore, the Deed of Trust and the Power of Attorney were necessary. It is admitted by the Claimants that some transfers were not signed by Mr. Sinclair. The explanation is that, in reliance on the Power of Attorney, transfers were signed in the name of Paul Sinclair. I find that there was no fraud or intent to defraud since the land being transferred did not belong to Mr. Sinclair. Execution in Mr. Sinclair's name, where that occurred, was done by those who held the beneficial interest in the land. In this regard I accept that Mr. Forbes when he got severely ill indicated he wanted to sign transfers so as to prevent Mr. Sinclair claiming the land. I find as a fact that he signed several documents prior to becoming incapable of so doing. I accept the documents were signed and that dates were subsequently inserted and the transfers registered. It is manifest that Mr. Forbes intended to provide for everyone including Mr. Paul Sinclair who in life had served him so faithfully. I find as a fact that the 1st Claimant, the 2nd Claimant and Mr Forbes were partners in the Montpelier and other developments. I accept that Mr Forbes sold his interest in the business partnership and agreed to a land for equity arrangement. The 2nd Claimant is yet to fully discharge his obligations in that regard.

[111] In the result, I find that the Will of 2016, although signed by Mr Forbes, was not properly executed because the witnesses were not both present to see him sign or affirm his signature. The Will of 2014 is therefore his valid last Will and testament as I accept the evidence of the persons who saw him sign it. The Agreement for Sale, the Declaration of Trust and, the Powers of Attorney are all valid. The Transfers of land were therefore valid having been signed by Mr Forbes prior to his death and/or signed in the 1st Defendant's name under the authority of a power of attorney granted by him.

[112] My Declarations and Orders are as follows:

- i. It is Declared that the purported Last Will and Testament of Lawrence Lloyd Forbes dated 8th November 2016 is null void and of no legal effect as the said Will was not signed or acknowledged by the testator in the presence of the attesting witnesses.
- ii. It is Declared that the true Last Will and Testament of Lawrence Lloyd Forbes is dated 29th December 2014. (Exhibit 24 in these proceedings).
- iii. It is Declared that Paul Sinclair, the 1st Defendant, at all material times held the land formerly registered at Volume 1396 Folio 277 and Volume 1396 Folio 278 as Trustee for Lloyd Forbes, Paul Anthony Thomas and, Gloria Grace Ann Palmer who were the beneficial owners at all material times
- iv. It is Declared that neither Gregory Forbes nor Heather ForbesThompson have an interest as executors or in their own right in land registered at Volume 1454 Folio 672; Volume 1454 Folio 673; Volume 1454 Folio 674; Volume 1414 Folio 675; Volume 1454 Folio 677; Volume 1454 Folio 679 and, Volume 1454 Folio 680;
- v. Caveat number 2084513 is to be removed.
- vi. Costs to the Claimants against the Defendants to be taxed if not agreed.
- vii. Liberty to apply

David Batts
Puisne Judge.