

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. Civ. 77 of 2010

BETWEEN: BEAVER BROOKS SYMNS

AND: BECKIE SEYMOUR

AND: CAYMAN ISLANDS CIVIL SERVICES ASSOCIATION
COOPERATIVE CREDIT UNION LIMITED

PLAINTIFF
FIRST DEFENDANT
SECOND DEFENDANT

AMENDED WRIT OF SUMMONS

TO; Ms Beckie Seymour
c/o the Administrative Office
Cayman National Museum
(behind Pasadora Plce facing the Pines Retirement Home)
Smith Road
George Town

AND TO: The CISCA Co-Op Cedit Union Ltd.
Thomas Russell Way
George Town
GRAND CAYMAN



THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of the claim set out on the next page.

Within 14 days after the service of this Writ on you, counting the day of service you must either satisfy the claim or return to the Court office, P O Box 495 G, George Town, Grand Cayman, the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgement within the time stated, or if you return the Acknowledgement without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and Judgement may be entered against you forthwith without further notice.

Issued this 20th day of January, 2010
Re-Issued this 14th day of July, 2010

NOTE: This Writ may not be served later than 4 calender months beginning with the date of the issue unless renewed by Order of the Court.

IMPORTANT

Directions for Acknowledgement of Service are given with the accompanying form

STATEMENT OF CLAIM

- 1 The Plaintiff was at all material times the owner of property located at George Town South Block 14E Parcel 622 initially as a joint owner with his mother, Madeline Inez Connor aka Madeline Inez Conor Syms, who died on 4th August, 2004.
- 2 Consequent on her death the title to the said property was transferred to the Plaintiff solely by means of a Deletion on Death of Joint Proprietor by Instrument dated 13th March, 2008 which Instrument was registered on 31st March, 2008 thus making the Plaintiff the sole proprietor of the said Parcel.
- 3 Prior to her death, Madeline Inez Connor aka Madeline Inez Conor Syms, the mother of the Plaintiff and great grandmother of the Defendant, executed a Will dated 19th August, 1997 whereby she purported to appoint her son, the Plaintiff, as the Executor thereof and to dispose of her interest in the said property in equal shares to "my dearly beloved son, Beaver Syms and my five Great Grand Children, Sonia Syms, Tracey Seymour, Beckie Seymour, Steve Seymour and Corie Syms (aka Cory Cayetano) ...in equal shares, although it is my wish that this said property on which my dwelling house is built, should not be sold but should remain for the use of all named herein".
- 4 By Instrument dated 26th August, 2004 the Plaintiff executed a Transfer of Land Form purportedly transferring the title to the said property from himself solely to himself jointly with Sonia Syms, Steve Syms, Tracy Seymour, Beckie Seymour and Cory Cayetano "for love and affection for my grand children".
- 5 The Plaintiff will rely on this said Instrument for its full terms and legal effect.
- 6 Subsequent to the execution of the said Transfer of Land Form, a Caution was entered on the title in the favour of the Defendant, Steve Syms and Tracy Seymour which Caution was Withdrawn by Instrument dated 13th March, 2008.
- 7 In the document attached to the duly completed Withdrawal of Caution Form there was a provision to the effect that the persons signing this document no longer wished the Transfer of Land Form dated 26th August, 2004 and referred to in paragraph 4 above, to be registered.

- 8 This document was signed by Sonia Syms and Cory Cayetano.
- 9 Sometime after 24th August, 2004 and prior to 13th March, 2008 the exact date of which the Plaintiff does not now recall, he indicated to the Defendant, Steve Syms, Sonia Syms, Tracy Seymour and Cory Cayetano, that despite the fact that it was not necessary to Probate the Will since the property went directly and solely to him by survivorship that it was still his intention to transfer the title to the same persons who were named as beneficiaries under the Will, namely himself, the Defendant, Sonia Syms, Cory Cayetano, Steve Syms and Tracy Seymour, and the parties agreed that they would construct apartments on the property which apartments would be rented.
- 10 The Defendant verbally agreed to enquire and if possible, obtain the financing, to have the said apartments built.
- 11 In furtherance of this Agreement the Defendant represented to the Plaintiff that she had made enquiries of the Cayman Islands Cooperative Credit Union to obtain the financing and in order for her to obtain such financing he was required to sign certain documentation, as the current sole owner of the property.
- 12 The Defendant then presented a document to the Plaintiff, which had blank spaces on the face of it, fraudulently misrepresenting that it was the document necessary to obtain the financing and that the Plaintiff should sign off on this document.
- 13 In reliance on the representation made by the Defendant, the Plaintiff signed off on the said Form.
- 14 At the time of his signing the said Form, there was no handwriting on it, only blank spaces and only the Plaintiff and the Defendant were present . The Plaintiff did not retain a copy.
- 15 The Defendant did not pay any funds to the Plaintiff for the said Property nor did she provide him with any other consideration.
- 16 Subsequent to his signing on the said document, the Defendant represented to the Plaintiff and the other persons to whom he had indicated that he would be transferring the title to the property, that she had obtained the financing for the apartments.
- 17 Some time later, the exact date of which the Plaintiff cannot now recall, after making many and constant enquiries of the Defendant as to when the construction of the apartments would commence, the Defendant refused and/or neglected to give the Plaintiff and/or the other persons to whom he was to transfer the property a straight answer.

- 18 Consequently in or about August/September, 2008, the Plaintiff discovered that the Defendant had transferred the title to the property to herself solely, and that the document which he had signed was not for the Defendant to obtain financing as she had misrepresented to him, but instead it was a Transfer of Land Form, transferring the title to the said property to herself, solely "for love and affection".
- 19 It was never the Plaintiff's intention to transfer the title to the said property to the Defendant, solely and he will aver that the Defendant was well aware of this fact.
- 20 The Plaintiff will further aver that it was as a result of the Defendant's fraudulent material misrepresentations as regards the nature of the form which she brought to him, which he did not read, that the title to the said property was transferred into the sole name of the Defendant.
- 21 The Plaintiff will further aver, that having now seen the duly completed Transfer of Land Form he is aware of the fact that none of the handwriting now appearing on that document was present when he signed the document, that he did not go before either a Notary Public and/or a Justice of the Peace to sign the said document and that he has no knowledge as to the identity of the purported Notary Public/Justice of the Peace, Christopher Bryan, who purports to sign off on the document stating that the Plaintiff signed the Transfer in his presence and that he has never, to his recollection, met the said Christopher Bryan.
- 22 The Plaintiff will further aver that in the case of Deletion on Death of a Joint Proprietor form which he executed and which is dated 13th March, 2008, that once again when he signed off on this form the Defendant indicated to him that it was necessary for him to sign the said document in order to obtain the financing for the apartments which they had all agreed to construct, and that at the time of his signing of this document none of the handwriting now appearing on that document was present, and he did not appear before a Justice of the Peace and/or a Notary Public to have the said document notarized and/or executed by the Justice of the Peace.
- 23 The Plaintiff will further aver that he is familiar with the handwriting of the Defendant, and it is his view that the Defendant has filled in the details on each of this documents and also on the Transfer of Land document.
- 24 The Plaintiff did not give the Defendant permission to have the title to the said property transferred to her sole name, it was never his

intention to do this and he has consistently indicated this verbally on many occasions when he has confirmed that it was his intention to transfer the title to the said property to himself and the other persons referred to in paragraph 4 hereof as joint proprietors.

- 25 The Plaintiff did not give the Defendant permission to complete the Transfer of Land Form, signed by him, in such a manner as to transfer the title of the property to herself solely.
- 26 The Plaintiff, at the time of signing the document, was misled by the Defendant who fraudulently and/or recklessly and/or deliberately misrepresented to the Plaintiff the nature of the document which he was signing and who then knowingly fraudulently and/or recklessly and/or deliberately completed the form without the Plaintiff's knowledge and/or consent in a manner calculated to fraudulently transfer the title to the said property into her sole name.
- 27 Upon making certain enquires the Plaintiff has learnt that the Defendant, without his knowledge and/or consent, took the Transfer of Land Form which he signed relying on her material misrepresentations, after duly completing the blank spaces on the document to effect transfer of the title of the property to her sole name, to the Notary Public, Mr Christopher Bryan, with the Plaintiff's identification card, and had the Notary Public execute the said document without the Plaintiff being present and without the Plaintiff giving any permission for the document to be so executed.
- 28 The Plaintiff avers that as a direct result of the material misrepresentations by the Defendant, he has suffered loss and damage as he has lost the title to the property which he owned solely.
- 29 The Plaintiff has also learnt that after registering the said Transfer of Land Form in to her sole name on or about 31st March, 2008, the Defendant also borrowed a sum of CI\$82,999.07 from the Cayman Islands Credit Union, of which CI\$42,109.31 was repaid on 2nd November, 2009 thus leaving an outstanding amount of CI\$40,889.76.
- 30 The Plaintiff did receive any of the funds borrowed by the Defendant, and contrary to the verbal agreement which he had with the Defendant and the others, no apartments have been commenced nor does he have any knowledge as to what has happened to the said funds.
- 31 Instead, although the Plaintiff and his other relatives, including the Defendant, continues to reside in the said property, the Defendant

has now had the water and electrical supply to the property disconnected with a view to evicting the Plaintiff and the other members of their family, and she has also now placed the property for sale.

32 The Plaintiff's Claim is for:

- (a) A Declaration that the title to the property is to be transferred back to his sole name on the basis of the Defendant's fraudulent/reckless and/or deliberate misrepresentation ;
- (b) Damages for breach of the oral agreement which the parties entered into;
- (c) Statutory Interest on any Damages awarded;
- (d) Repayment of any amount outstanding at the Cayman Islands Credit Union so as to ensure that he obtains the title to the property free and clear;
- (e) An injunction restraining the Defendant from herself, her servants or agents or otherwise from selling and/or otherwise disposing of the title to the said property and/or evicting or attempting to evict the Plaintiff and the members of his family who resides at the home;
- (f) An Order for the electrical and water supplies to be reconnected at the premises.
- (g) Costs
- (h) Further and/or other relief

Dated this 22nd day of January, 2010

Re-dated this 4th day of July, 2010

Brooks & Brooks

**BROOKS & BROOKS
ATTORNEYS AT LAW FOR
THE PLAINTIFF**

**THIS WRIT OF SUMMONS AND STATEMENT OF CLAIM was filed by
Brooks & Brooks, Attorneys At Law, P O Box 1355 Grand Cayman KY 1 – 1108
located at One Artillery Court, Shedden Road, George Town, Grand Cayman**

(Attorney) for

(Defendant in Person)

Address for service:

Notes on Address for Service

Attorney: where the Defendant is represented by an attorney state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

Defendant in Person: where the Defendant is acting in person, he must give his post office box and the physical address of his residence or, if he does not reside in the Cayman Islands, he must give an address in Grand Cayman where communications for him should be sent. In the case of a limited company, "residence" means its registered or principal office.

Indorsement by the Plaintiff's Attorney (or by the plaintiff if suing in person) of his name, address and residence, if any in the box below

**Brooks & Brooks
Attorneys At Law
P O Box 1355 GT
GRAND CAYMAN KY 1 - 1108**

(Two, Artillery Court, George Town, Grand Cayman)

Indorsement by the defendant's attorney (or by the defendant if suing in person) of his name, address and residence, if any in the box below