

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: P 126/2007

IN PROBATE AND ADMINISTRATION

IN THE ESTATE OF EGBERT LLOYD HUE, DECEASED

BETWEEN:

JOHN DOUGLAS HUE

PLAINTIFF

AND

1. PAMELLA JOY LAWRENCE HUE also known as PAMELA J. HUE
2. DAHLIA NICOLA JONES
3. IDATOM LTD.

DEFENDANTS

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WRIT OF SUMMONS

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**TO:** PAMELLA J. LAWRENCE HUE also known as PAMELA J. HUE  
C/o Nelsons & Co., Attorneys at Law  
The Strand  
Seven Mile Beach  
Grand Cayman

**AND TO:** DAHLIA NICOLA JONES  
10 Grand Palm Link  
George Town, Grand Cayman

**AND TO:** IDATOM LTD  
75 Moxam Road, South Sound  
P.O. Box 11454, Grand Cayman

**THIS WRIT OF SUMMONS** has been issued against you by the above named Plaintiff, of Manor Park, London E12 6LL, England in respect of the claims set out on the next page.

Within 14 days after service of this Writ on you, (or where this Writ is served on you out of the jurisdiction pursuant to an Order of the Court, within 28 days) counting the day of service, you must either satisfy the claim or return to the Courts Office, P.O. Box 495, George Town, Grand Cayman, KY1-1106, Cayman Islands 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 any intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

**Endorsement as to interest:**

The Plaintiff is a son of Egbert Lloyd Hue, deceased and a beneficiary of the estate of the deceased under the competing wills which are the subject of this probate action, and executor under the deceased's will dated 2 May 2004.

The First Defendant, Pamela J. Lawrence Hue also known as Pamela J. Hue, is the widow of Egbert Lloyd Hue, deceased, and a beneficiary of the estate of the deceased, and executor under the deceased's will dated 19 March 2007.

The Second Defendant, Dahlia Nicola Jones, is the daughter of the First Defendant, and has taken title jointly with the First Defendant in property, being the property of the estate of the deceased.

The Third Defendant, Idatom Ltd., is a Cayman company of which the sole shareholder is Egbert Lloyd Hue, deceased. The Second Defendant was until 16 August 2010 the registered proprietor of that parcel of land known as South Sound, Block 7C, Parcel 37, when the First Defendant as director of the Second Defendant conveyed that parcel of land to herself. The Second Defendant and the said parcel of land are the subject of bequests under variously the 2 May 2004 will and the 19 March 2007 will, which are the subject of this probate action.

**ISSUED** this 5<sup>th</sup> day of October 2010.

**NOTE** this Writ may not be served later than 4 calendar months (or, if leave is required to effect service out of the jurisdiction, 6 months) beginning with the date of original issuance unless renewed by order of the Court

**IMPORTANT**

Directions for the Acknowledgement of service are given with the accompanying form.

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**STATEMENT OF CLAIM**

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What this case is about in a nutshell

1. The Plaintiff is the executor of the last will of Egbert Lloyd Hue, deceased ("Lloyd") made the 2<sup>nd</sup> May 2004 ("the 2004 will") and asks that the Court pronounce in favour of the validity of the 2004 will and against the validity of a purported will allegedly made by Lloyd on the 19<sup>th</sup> March 2007 ("the 2007 will") on the grounds that the 2007 will was not Lloyd's will and/or it was not duly executed and/or at the time of the execution of the 2007 will Lloyd was not of sound mind memory and understanding and/or the execution of the 2007 will was obtained by undue influence or an abuse of conscience tantamount to equitable fraud practiced by the first Defendant "Pamella". Accordingly, the Plaintiff disputes the interest of the first Defendant in the 2007 Will. The Plaintiff also brings this action against the second Defendant, ("Nikki"), the daughter of the first Defendant) to whom the first Defendant has transferred property belonging to Lloyd's estate mala fide (to the knowledge of the first and second Defendants) and without valuable consideration. The Plaintiff brings this claim also against Idatom Ltd "Idatom" the shares in which were part of Lloyd's estate and the assets of which have been seized by Pamela, in order to bind it to the result.
2. The Plaintiff as executor also seeks injunctions and/or inhibitions restraining Pamela and Nikki from dissipating the deceased's estate and directing her to account for all assets taken and or used by her which properly belong to the estate and in any event to return or account for the value of the assets set out below. A caveat in relation to the 2007 Will was filed by attorneys on behalf of the proponents of the 2004 Will on 21<sup>st</sup> September 2007 (Pamella having made the 2007 Will

available only on 15 October 2007) and a warning and objection to caveat was filed by Pamela on 11<sup>th</sup> March 2009 which had the effect of keeping alive the caveat pending this Action.

### Dramatis Personae.

3. In order to understand the background and the nature of the dispute it is necessary to refer to Lloyd and his family and others.

Lloyd: Lloyd was born on the 17<sup>th</sup> day of February 1930. He was a forceful and powerful man both in size and personality. He was a brilliant engineer and mathematician and a successful businessman acquiring substantial property which he owned at the time of his death both in the Cayman Islands and in Jamaica to which reference will hereafter be made. He was married once only, to Pamela on the 3<sup>rd</sup> August 2002 but had numerous liaisons with different women and fathered a number of children. He died on July 14, 2007 in Grand Cayman. Lloyd had three siblings who are presently alive.

Lloyd's siblings: (i) Pearl Chang ("Pearl") the oldest born October 23, 1925; (ii) Donald Hue (Donald) who became a lawyer in Wisconsin and drew up the 2004 will on Lloyd's instructions and (iii) Luchette Meili ("Luchette").

The wife, Pamela nee Lawrence, her daughter and brothers: Pamela is presently about 58 years old. She lived with Lloyd for a number of years prior to their marriage on 3<sup>rd</sup> August 2002. She has one child named Dahlia Nicola Jones ("Nikki") who is not Lloyd's child and who was born on 5<sup>th</sup> August 1970. Nikki is the second Defendant. Pamela has at least four half-brothers, two of whom are Anthony Martin and Ralph Martin.

Pamella's lawyer, who may have drawn up the 2007 Will. Woodward L. Terry, a friend of Pamela who was not present at the time of the purported signing of the 2007 Will.

### The children and their parentage (insofar as presently relevant):

- (i) John Douglas Hue ("John") the Plaintiff who was born the 14<sup>th</sup> June 1963 and is the child of Lloyd and Clare Selina Dover.
- (ii) Suzanne Hue ("Suzanne") who was born on 10<sup>th</sup> February 1970 and is the child of Lloyd and Hollie Haynes.
- (iii) Naketa Hue ("Naketa") who was born on August 22, 1990 and is the child of Lloyd and Pansy Roberts Rankin.
- (iv) Lloyd Howard Hue ("Lloyd junior") who is now about 17 years old and is the child of Lloyd and Marlene Ruddock.

### The Wills

#### The 2004 Will

4. In 2004 Lloyd gave instructions to his brother Donald to draw up a will. Donald drew up a will which Lloyd signed in the presence of two attesting witnesses each of whom declared that (as was the case) the testator appeared to be of sound mind and under no undue influence and they had then signed the will in the testator's presence and in the presence of each other. Neither witness received any bequest. The will is dated 2<sup>nd</sup> May 2004 and is in all respects valid and in accordance with law. On the basis that the 2007 Will is invalid for any one or more of the reasons set out hereafter, the 2004 Will is the last valid will of Lloyd and ought to be admitted to probate.

5. The first executor named is Donald and the second is John. By Article 3 of the 2004 Will if the first named executor does not serve the second is nominated to serve. By an affidavit dated September 22, 2010 Donald, who lives in Wisconsin, USA has confirmed that he did not wish to serve as executor by reason of total kidney failure requiring dialysis at least three times per week and accordingly John is the executor and entitled to bring these proceedings by virtue thereof.
6. By Article 2.1 Lloyd gave all his furniture, furnishings, household items recreational equipment, personal automobiles and personal effects to Pamela if living at his death, otherwise to Lloyd junior.
7. In the will Lloyd did not mention Pamela by name but only as "*my spouse*". The will contained no terms of endearment towards Pamela. The Plaintiff will assert that this accords with the poor regard he had for Pamela whom he treated roughly and without affection throughout his life.
8. By Article 2.3 (there is no Article 2.2 and no space between 2.1 and 2.3) Lloyd gave all his remaining assets (defined as his "residuary estate) including his shares in Idatom equally to Pamela (if living at his death), John and Suzanne. If Pamela predeceased him, all assets were given to John and Suzanne. Lloyd declared that he specifically excluded his children Lloyd junior and Naketa because he had given them their inheritance during his lifetime and they should have no claims against his estate.
9. In fact it is the case that in addition to providing for her maintenance and schooling, Lloyd executed a document transferring an apartment which he owned, being No C6, 19 Cliveden Avenue, St Andrew, Jamaica to Naketa in about 2002 or 2003. Pamela at first sought to hide the document from Naketa but handed it over to Naketa when Lloyd shouted at her. Pursuant to the said document, the transfer to Naketa was finally completed in 2008. In addition he had by agreement with Robert Hurlstone the developer of Windsor Lakes purchased from his company, RKM Developments Ltd, a small two bedroom property known as Georgetown South, Block 14D Parcel 419H13 in his name jointly with that of Lloyd junior such that on his death it would pass to Lloyd junior. While the purchase has not been completed by registration the property was treated by Robert Hurlstone and RKM Developments as Lloyd's property. Accordingly the 2004 Will correctly set out the position.
10. Under the 2004 Will Pamela was to receive a third share of the residuary estate, equally with John and Suzanne. As will be seen, under the 2007 Will however Pamela's position improved dramatically in that she effectively received the entirety of the remaining estate save for Lloyd's collection of records. Copies of the 2004 and 2007 Wills are appended hereto and will be referred to at the trial of this matter.

#### The 2007 will.

11. On September 21, 2007 John's lawyers filed a caveat with the Grand Court in respect of the 2007 Will and on 11<sup>th</sup> March 2009 Pamela lodged an objection to that caveat which has kept in force such caveat until this action. Nevertheless Pamela has taken for herself all the assets in Lloyd's estate.
12. By the 2007 Will there appear to be bequests to Naketa, Lloyd junior, Suzanne, John Pearlina Moore, Derek Curry and Anthony Martin with the personal effects and residue going to Pamela. However, on a proper analysis (as set out below) all Lloyd's property which would have gone into his estate after his death went to Pamela.

### Invalidity of the 2007 Will

13. The 2007 will was not Lloyd's will and/or it was not duly executed and/or at the time of the execution of the 2007 will Lloyd was not of sound mind, memory and understanding and/or the execution of the 2007 will was obtained by undue influence and/or an abuse tantamount to equitable fraud practised by Pamela.
14. In relation to each of the above grounds Lloyd's health was as set out below, which meant (i) that he was unable to (and did not) see or read the 2007 Will or know what he was signing (ii) that he did not sign the will, but merely scrawled across it with a pen (iii) that he would not be aware of the nature of the provisions in that document or able to exercise his own wishes freely thereto (iv) that he did not have testamentary capacity and (v) that he was peculiarly susceptible to undue influence and an abuse of conscience tantamount to equitable fraud practised upon him by Pamela.

### Lloyd's health

15. Lloyd's health issues included the following:
  - (i) He had been a diabetic since he was in his late 40's, and by about 2006 he suffered from late stage diabetes, which interfered with his circulation, resulting in gangrene and a below the knee amputation of his right leg, and blindness. By the beginning of 2007 he was effectively totally blind.
  - (ii) He was diagnosed with prostate cancer in or around 2003 and started treatment for this in Jamaica, and continued treatment in Grand Cayman. He received injections every six months in an effort to get his PSA score higher;
  - (iii) He had high blood pressure which was probably aggravated by his weight, and his poor diet. Despite his late stage diabetes, Pamela used to feed him with tea sweetened with condensed milk;
  - (iv) Whether induced by his diabetes, exacerbated by it or independent of it, he also had cataracts and his eyes were noticeably opaque and cloudy in his last years;
  - (v) He had heart disease peripheral vascular disease, relied on a pacemaker, and had a stent put in his cardiac arteries on two occasions at Cedars Hospital in Miami in 2004 and 2005;
  - (vi) He had suffered kidney failure specifically end stage renal disease and had been on dialysis 3 times a week (Monday, Wednesday and Fridays). Both before and after dialysis he was in a very poor state;
  - (vii) CT scans of his brain disclosed biocortical atrophy consistent with reduced cognitive function, mental confusion and loss of vision; and
  - (viii) His health deteriorated rapidly from about the year 2006 and latterly he suffered from uncontrolled septicaemia and had been recommended for transferral to the Cleveland Clinic Florida, for investigation and treatment.

### Suzanne:

16. At the end of 2006 Suzanne visited Lloyd. At this point he was effectively wheelchair bound and increasingly bedridden. His vision had deteriorated to the point that he was blind. He had stopped watching television and stopped reading newspapers in early 2006 and latterly could not recognize faces because of his vision problem. He had seen an eye specialist in Cayman and was supposed to have cataract surgery on his eyes, but he was too ill to have the

surgery. He became increasingly withdrawn, and largely just sleeping. His mind was going in late 2006 and on one occasion a nurse at the hospital informed Suzanne that he was "speaking foolishness".

17. By the end of 2006 and early 2007 he was in extremely poor condition. Suzanne would try to talk to him and he would just mumble incoherently and would fall back asleep. He would occasionally come out of it for a few moments and would look at her wide eyed like a child, not comprehending anything – he was not there mentally at all. He was very weak, fragile, senile and blind. He was a shell of the former robust, assertive giant of a man that he had been.
18. Suzanne arrived on Grand Cayman on 27 March 2007 to visit Lloyd. Pamela had moved Lloyd and herself to a newly constructed property at 10 Grand Palm Link. Lloyd occupied a hospital bed on the ground floor. Pamela had installed a ramp so that he could be wheeled in and out. He was in extremely poor condition, and was obviously dying. He was just sleeping, grunting and largely incoherent. Mentally he was not there at all. His eyes would open periodically, but he was not capable of any meaningful conversation and between his blindness and his mental state it was hard to tell if he knew anyone was there. He obviously could not read, much less comprehend what was going on around him or make any decisions. To suggest that he had instructed and signed a will on 19 March 2007 in his condition would be simply fanciful and absurd. He was blind, did not know whether it was Easter or Christmas and was barely conscious.

Naketa:

19. By 2006 when Lloyd gave Naketa cheques, he would ask her to fill in the amount the date and other details, and then she would hold the cheque while he made a scribble for a signature, which was not on the indicated line. At the Bank, the teller would call Pamela to confirm that this was his cheque.
20. By the end of 2006 Lloyd was unable to sign cheques at all. He was not able to see, he was very confused and spent most of his time sleeping. The very last cheque he was able to sign in this way and in this condition for Naketa was for her tuition fees for the January/March 2007 term. He would have written this cheque in late 2006.
21. Pamela had moved a hospital type bed into his room and he would lie there rubbing his leg and making a grunting noise. If Naketa spoke to him he would not respond. He seemed to spend most of the time sleeping or with his eyes half closed. Occasionally he would come out of it. He would then say something such as "you are there", and would repeat a question he asked earlier. He did not recognize Naketa and when she would say that she was Naketa, he did not appear to take it in and would call her Suzanne only minutes later. He would speak but clearly he did not know where the person to whom he was speaking was in the room or who that person was.

Pearl:

22. Pearl visited Lloyd on March 1<sup>st</sup> and 2<sup>nd</sup> 2007 at the hospital in George Town when he was having dialysis. Lloyd was not himself and was very ill and weak. He had his eyes closed most of the time. His vision was seriously impaired by diabetes he could not see to any extent. He had brief moments when he was alert, but he was not communicating very much. He was barely aware who Pearl, his own sister, was. On March 2, 2007 Pearl again saw Lloyd at his home. Later she telephoned Clare from her own home and asked her to ask John to visit his father since he was dying. From his condition on those days in March 2007, Lloyd was not in any fit state to give instructions about the drafting of a will.

Pamella:

23. At some time prior to January 2007, Pamella herself instructed Lloyd's bank that Lloyd was senile and incapable and that the bank was not to accept any cheques purportedly signed by Lloyd. Only she was to and did give instructions as to payment of moneys out of Lloyd's bank account.

The hospital records:

24. On March 2, 2007 Lloyd was in hospital and was noted to have fever and chills and to be intermittently confused and hypotensive. He had end stage renal failure. On March 5, 2007 he was confused at times otherwise alert and oriented to person. On 12<sup>th</sup> March Lloyd was still in hospital on that day having dialysis and according to the hospital notes was stable but asleep from time to time and feeling cold. He had a high pulse rate. Pamella was informed of this but nevertheless insisted on taking Lloyd home. He had dialysis on the 14<sup>th</sup> and 16<sup>th</sup> March on which day he was noted to have a febrile face flush but stated he was feeling "OK". The notes record that he left the dialysis unit in a satisfactory condition but "disorientated X 3" which the Plaintiff understands to mean disorientated as to time, person and place. On the 19<sup>th</sup> and 21<sup>st</sup> March he had dialysis but there is no note as to his condition. On the 23<sup>rd</sup> March he was admitted to hospital, confused drowsy and unresponsive with Pamella reporting that he may have been hypoglycaemic and that he had not eaten. He was lethargic unresponsive with fever and chills and remained lethargic after dialysis.
25. Lloyd's condition varied in that he had days on which he seemed to be aware of and able to recognize people but generally on the days before and after dialysis he was worse. The effect of the above matters was that on Monday March 19, 2007 (more that 2 full days following his last dialysis treatment) Lloyd neither had testamentary capacity and /or was unable to resist the slightest pressure and exercise his own will and judgment.
26. On 14 July 2007 Lloyd died in Grand Cayman of sepsis due to metastasized prostate cancer, and end stage renal failure.

The "signing" of the Will.

27. In the days around the alleged execution of the 2007 Will on 19 March 2007 Lloyd was blind, drifting in and out of consciousness, and to the extent he was conscious, was suffering from senile dementia, was confused and was not mentally competent to give instructions for the preparation of the 2007 Will or to execute the said 2007 Will, nor due to his loss of vision could he see what he was purportedly signing. At no stage did Pamella obtain any medical opinion as to whether Lloyd had sufficient understanding so as to execute a will.
28. At the time that the will was purportedly executed by Lloyd, he was in a poorly lit room and he was unable to see on what he was making a mark. The will and a pen were provided to him by Pamella. The will was not read to him nor was anything said about its contents in the presence of the witnesses at the time of the purported signature and he would not have known or understood what he was signing. By reason of his blindness and the fact that the contents of the will were not read or explained in any way to him, even if (which is denied) his scrawl on the document could represent a signature, it was "signed" without due knowledge and approval before the attesting witnesses or at all that it represented his freely expressed wishes in accordance with the requirements of the law.

The 2007 Will did not accord with Lloyd's expressed intentions.

29. Yet further Lloyd could not have freely made such a will because it did not accord with his expressed intentions as follows: Although Lloyd did from time to time use the promise of leaving property in his will in order to manipulate people he clearly and repeatedly stated to John at the time of Suzanne's wedding in Jamaica that four apartments that he was building on a site in West Bay Jamaica would belong to John. When John was working with Lloyd in Grand Cayman Lloyd stated that Pamela was bad with money and that he would leave her only a modest house in Jamaica as if he left her any more, her "*sponging free loading lazy brothers would rip the money out of her and he would roll in his grave.*" With the exception of her brother Jack, he said he had "*no time for the others whatsoever*" and said "*they are not to be trusted.*" At or about this time and in relation to his suggestion that he would leave Pamela a modest house in Jamaica Lloyd took John and drove to a bank in downtown Kingston in an area that Lloyd had largely built. He made a very large cash deposit which he stated was for the purposes of buying Pamela's house.
30. At the time of one of Lloyd's visits to London in 2001, he again brought up the subject of his estate and his will. By that point Suzanne's marriage had failed, and her husband, Donovan Grant, has lost a lot of Lloyd's money and Pearl's retirement savings on an air taxi business which had failed. Lloyd had acted as guarantor on various loans obtained by Grant for this business, and as a result had lost various properties including property he had previously said was John's, to the banks involved. Nevertheless it was in this context that Lloyd said he had prepared a new will and that what remained of his estate would be shared between John and Suzanne, on his death.
31. At no stage did Lloyd ever indicate that he would leave the entirety of his property to Pamela. Throughout the period when he was in reasonable mental and physical health Lloyd referred to Pamela in very disparaging terms even in her presence and treated Pamela like a servant and in a very disrespectful manner. He told Suzanne and Clare at separate times that he had married Pamela simply to enable her to obtain Caymanian status, so that he could continue to have the benefit of unpaid help around the house.
32. Lloyd disliked Pamela's brother Ralph Martin and would never willingly have given him Lloyd's record collection.
33. It is inconceivable that Lloyd would have signed the 2007 Will if the matters set out in paragraphs 44 and 43 below were mentioned or explained to him.

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Undue Influence

34. The execution of the 2007 Will was obtained by the exercise of undue influence over Lloyd by Pamela. By reason of his blindness, the fact that he was ill, lame, bedridden and extremely unwell, Lloyd was helpless and forced to rely upon Pamela for his very day to day existence. Pamela throughout manifested a clear intent to control all of Lloyd's business and family affairs and his money. When Lloyd created a document transferring 19 Clieveden Avenue to Naketa Pamela purposely hid the document and only produced it after Lloyd shouted at her. When Lloyd wrote cheques to Naketa, Pamela frequently interrupted and asked him why he was writing all of these cheques for her, how much were they for and why was he giving Naketa so much money. When Lloyd sought to write cheques to his business associates, Kevin Johnson and Joseph Coe, Pamela would hide the cheque book. When Naketa or other members of Lloyd's family were present, Pamela would endeavour to

sneak into the room with some food or other excuse and seemed to be always watching and listening to what was going on.

35. As Lloyd's health declined Pamela's authority and control over him grew. This was particularly marked from the time he lost his leg to diabetes and became blind. Whereas formerly he would have raged at her and told her to leave the room, after he lost his leg and became blind he was dependant on her and increasingly so. Pamela became more forceful controlling and assertive, objecting to him writing cheques for Naketa. On one occasion in Naketa's presence Lloyd and Pamela began arguing over some matter. She (Pamella) began cursing him and asserted his total dependence upon her, pointing out that she was taking care of him, and that "if [she] left [he] would be sitting there forever" i.e. in bed. On another occasion also when Naketa was present Pamela under the guise of doing something for Lloyd was very roughly stuffing mashed potatoes into his mouth as Lloyd lay in bed. He was turning his mouth away saying he did not want it, but she was forcing him to eat exercising her control over him and humiliating him and he was unable to withstand her. She did not wish Lloyd to be with any members of his family without her or her representative being present.
36. Pamela exercised total control over Lloyd's money and over any payments that he wished to make. He came to Miami in the winter of 2005 and spent 2 weeks at Cedars Hospital being treated for his heart and gangrene to his left foot. Even though Lloyd was ill, Pamela demanded that he build and give to her a seven apartment town house in Grand Cayman because she complained that all she had was property in Jamaica and nothing in Grand Cayman. Lloyd expressed to Suzanne his displeasure that Pamela was pressuring him to build a seven unit apartment building when he was obviously very sick and not capable of doing it. As a result of the pressure exercised upon him it is understood Lloyd had money from Tommy Lyew, his friend and former business partner in Jamaica. From her behavior it was apparent that Pamela was manipulating Lloyd and was trying to get what she could from him in a very mercenary fashion with little emotion or affection for him.
37. By the end of 2005 if Lloyd wrote cheques for wages to contractors, Pamela would phone up the bank and stop payment on the cheques and create a scene screaming at Lloyd "why you paying those people . . . . .!"
38. At some time prior to January 2007, Pamela herself instructed Lloyd's bank that Lloyd was senile and incapable and that the bank was not to accept any cheques purportedly signed by Lloyd. Only she was to and did give instructions as to payment of moneys out of Lloyd's bank account.
39. In 2006 Lloyd visited Miami possibly to have surgery done on his gangrenous foot. He did not want to have surgery if it could be avoided and the surgeon's recommendation was to keep his foot absolutely dry because he had dry gangrene which was less dangerous than wet gangrene. Pamela however insisted on cleaning the foot with Betadine and would send her adopted son "Junior" and the gardener, "Chinaman" (Derek Curry) daily to the beach to collect seawater at the beach and then soak Lloyd's foot in it. The controlled dry gangrene deteriorated into an out of control wet gangrene requiring emergency below the knee amputation of his left leg.
40. On March 19, 2007 Pamela was in total control of Lloyd. After Lloyd's death at the funeral and thereafter, she said to Pearl, Suzanne and to John that they should not contest the 2007 Will as she "had the doctors, lawyer and judge in her pocket."

41. By the 2007 will Pamela is referred to throughout as “my beloved wife”. Lloyd never used such or any terms of endearment towards her and such would not have been his words in the Will.

An abuse of conscience tantamount to Equitable Fraud.

42. Although at first sight the will appears to provide for Naketa, Lloyd junior, John, Suzanne and two others, the reality is very different. The will is drafted in a deceitful manner and its only purpose would have been to confuse Lloyd (assuming that he was capable of understanding it and not subject to Pamela’s undue influence as set out above) into believing that he was making provision for Naketa, Lloyd junior, Suzanne and John (and two other very minor bequests) when in reality the 2007 Will gave everything apart from Lloyd’s record collection, to Pamela. As the only beneficiary of such confusion was Pamela, the only reasonable inference is that Pamela was party to the deceit.
43. By the 2007 will Lloyd’s estate was to go to Pamela save for (i) the apartment on Cliveden Avenue (referred to in paragraph 9 above) which was to go to Naketa (and which Lloyd had as set out above already given to Naketa) (ii) a property known as and situated at Windsor Lakes, George Town Georgetown South Block 14D Parcel 419H13 (“Parcel 419H13”) referred to in paragraph 9 above) which was to go to Lloyd junior but the transfer of which has not been registered and which property remains occupied by Pearline Moore and Derek “Chinaman” Curry who pay rent to Pamela. In the circumstances there appeared to be bequests to Naketa and Lloyd junior when the reality was that they were receiving only what they had already received in Lloyd’s lifetime.
44. By clauses 10 and 11 of the 2007 Will there were bequests of US\$100,000 to Suzanne and John respectively and by clauses 12, 13 and 14 bequests of US\$2,000 (“the minor bequests”) to Pearline Moore, Derek Curry and Anthony Martin respectively. Such bequests were a sham for the reason set out in the next following paragraphs and the only reason for their insertion would have been to confuse Lloyd (assuming he had some understanding and mental ability) into believing that he was making some provision for his children and therefore sign the 2007 Will.
- (a) By clause 17 the Will stated that the above cash payments were to be paid out of the proceeds of sale of a property known as Georgetown South Block 14D Parcel 357 (“Parcel 357”) with any balance to go to Pamela.
- (b) In fact Parcel 357 was purchased on in about June 2004 and the transfer recites that the property was held by Lloyd and Pamela as follows “*The transferees hereby declare that they hold the land as proprietors in common in the following undivided shares:-  
(or as Joint Proprietors)*”.
- At some stage a person unknown underlined the words “(or as Joint Proprietors)” on the document in blue ink in contrast to the black ink used for the manuscript on the face page of the transfer.
- (c) If Parcel 357 was held on a joint tenancy (which is not admitted) it would pass to the survivor on the death of one of the Joint Proprietors – which survivor, in the light of Lloyd’s health at the time of the 2007 Will, was certain to be Pamela.
- (d) Accordingly Pamela would have known and knew perfectly well that if Parcel 357 was held on a joint tenancy the entirety would pass to her on Lloyd’s death and there would be no asset left in Lloyd’s estate out of which the bequests to Suzanne, John or the three minor bequests could be paid.

- (e) Pamela's position has been and is that Parcel 357 was held on a joint tenancy and passed to her by survivorship on Lloyd's death. On August 13, 2007 Pamela applied under the Cayman Islands Registered Land Law for deletion of Lloyd's name from the Register on the basis that *"the names of the Joint Owners as now shown be deleted and a new entry made to show the same with the exception of Lloyd Hue who has deceased and whose interest in the land is now vested in the remaining proprietor"* (i.e. Pamela)
- (f) In addition, in order to make perfectly sure that nothing would go to Suzanne, John and the three minor beneficiaries, Pamela had on the 12<sup>th</sup> March 2007 (a week before signature of the 2007 Will) charged Parcel 457 to the Butterfield Bank as security for a loan of CI\$449,000 which (as far as John is aware) Pamela has received. Pamela caused a signature to be placed on the charge purporting to be Lloyd's signature. The Plaintiff does not admit it was Lloyd's signature. According to his hospital notes Lloyd was in hospital on that day having dialysis and according to the hospital notes was stable but asleep from time to time and feeling cold. He had a high pulse rate. Pamela was informed of this but nevertheless insisted on taking Lloyd home.
- (g) In the condition in which he was (as set out below) Lloyd could never have noticed that there were in fact no effective bequests to Suzanne, John or the three minor legatees.

45. For many months after Lloyd's death Pamela refused to disclose the 2007 Will to members of Lloyd's family. After Lloyd's death at the funeral and thereafter she said to Pearl, Suzanne and to John that they should not contest the 2007 Will as she *"had the doctors, lawyer and judge in her pocket."*

The property in Lloyd's estate.

Idatom.

46. Idatom is a Caymanian ordinary company incorporated by Lloyd on 16 August 2000. His parents were "Ida" and Tommy", hence the name. The shares in Idatom were held by Lloyd and at his death would have passed to his estate.

10 Grand Palm Link, George Town - South Sound, Block 7C, Parcel 37

47. This is a duplex property at the corner of Grand Palm Link and Moxam Road. The lot was purchased by Idatom Ltd for CI\$80,000 from The Grand Palms Ltd. by transfer registered on 9 January 2001 and was constructed by Howard Finlason. Lloyd, Pamela and her daughter, Nikki, were living here at the time of Lloyd's death. Pamela and Nikki continue to live there. The Transfer of Land registered 9 January 2001 was executed by Woodward L. Terry as "Sole Director & Secretary" of Idatom Ltd.

48. Since Lloyd's death Pamela (from and after 15 March 2010) rented out one half of the duplex to George Chmil and applied the rental proceeds including CI\$20,000 paid to her in cash to her own use. Further she has recently sought to sell the property to Mr Chmil relying on a DDL Studio Ltd, valuation in the sum of CI\$865,000.

49. Very recently, by a Transfer of Land dated 27 July 2010, and registered with the Land Registry on 16 August 2010, Pamela as "Sole Director" of Idatom Ltd. transferred the property to herself for "nil" consideration and obtained an exemption from stamp duty on the transfer on the basis that there was no change in beneficial ownership. In this Transfer Pamela appears as "Pamela J. Hue". The transfer occurred after lawyers acting for John attended at the offices of Woodward Terry & Company on July 16, 2010 for the purpose of

inspecting the Register of Members of Idatom and inquired as to the directors of the said company.

50. During the third week of September 2010 Pamela listed the duplex property for sale with Rainbow Realty on the Cayman Islands Real Estate Brokers multiple listing real estate service at a listed price of CI\$445,000 for each of the duplex units.
51. The said Transfer of 27 July 2010 was not made bona fide or for value and John asks the Court to set it aside and direct the Land Registrar to register the land in the name of Idatom. Further, if Pamela has been appointed a director, that was without the proper resolution and consent of the shareholders of Idatom, being John (by virtue of the 2004 Will) and the Court is asked to declare the appointment null and void to declare that only John as executor of the last will of Lloyd is entitled to the shares and to order Pamela not to take any steps as purported director of Idatom.

Other property

Property in Jamaica

52. Pamela has sought probate of three pieces of property owned by Lloyd in Jamaica, being (i) lots 5 & 6 Block X St Andrew, Jamaica assessed at JMD 4,000,000 (presently being about US\$47,495) (ii) No 66 St Ann, Jamaica assessed at JMD 3,000,000 (presently being about US\$35,621) (iii) Clieveden Avenue 19 St Andrew, Jamaica (referred to above) assessed at JMD3,000,000 (presently being about US\$35,621). The Court is asked to declare that only John as executor of the last will of Lloyd is entitled to the property and to order Pamela not to take any steps by way of charging selling leasing or in any way diminishing the value of the said assets but instead to transfer them or concur in their transfer to John.

PAGE 7  
NAKAZA

75 Moxam Road, George Town, South Sound Block 15B, Parcel 199

53. This is Lloyd's former family home and is a small bungalow property. By a Transfer of Land dated 9 December 2003 but only registered two years later on 20 June 2005 this property was transferred to Lloyd and Pamela. As appears from the Transfer of Land, the form contains the asterisked notation "*The Transferees hereby declare that they hold the land as proprietors in common in the following undivided shares: -*" The asterisked footnote states "*Delete if not applicable*". The reference to holding title as proprietors in common is not deleted. There is a reference on the form in brackets "*(or as Joint Proprietors)*", and this bracketed reference is underlined. By whom or when it was underlined is not known. However despite the presumption in favour of proprietorship in common Pamela has caused the Land Registrar to treat this as a transfer to Lloyd and Pamela as joint tenants. By application for Deletion on Death of a Joint Proprietor dated 2 October 2008 and registered on 13 January 2009 Pamela wrongly deleted Lloyd's name and on the same date by Transfer of Land dated 2 October 2008 and similarly registered on 13 January 2009 transferred title to herself and her daughter, Dahlia Nicola Jones (Nikki) as joint proprietors for no valuable consideration. Each of these documents bears the signature of Mr Woodward as witness. As appears from the current extract from the Land Register, it is subject to a charge in favour of Butterfield Bank in the principal sum of CI\$326,250 entered on the 9<sup>th</sup> June 2009. Having regard to the date of the charge the only inference is that Pamela has received this money, one half of which should have fallen into Lloyd's estate.
54. The said transfer was not made bona fide or for value and John asks the Court to set it aside and direct the Land Registrar to register the land in the name of himself as executor and

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28

Pamella. John also seeks an Order that Pamella do account to the estate of Lloyd for one half of the sum of CI\$326,250 received by her.

55. The Court is asked to order Pamella not to take any steps by way of charging selling leasing or in any way diminishing the value of the said property but instead to transfer or concur in the transfer of one half of the legal and beneficial interest therein to John.

Windsor Villas, 62 Tempest Way, George Town – George Town South, Block 14D, Parcel 357 “Parcel 357”

56. The transfer and events relating to this property are set out in paragraph 44 above and repeated herein. It is comprised of six one-storey apartments with a seventh second floor apartment in the middle of the other four, and elevated above them and accessed via a stairway. John maintains and asks the Court to declare that this property is owned in common with Pamella. Pamella has received the sum of CI\$449,000 by way of loan from the Butterfield Bank for which the Charge dated 12<sup>th</sup> March 2007 was given as security. One half of this sum is due to the estate and John seeks an Order directing Pamella to account to and pay to him as executor the sum of CI\$224,500.
57. The date of the Charge was changed and initialed and the Charge registered on 19 March 2007. The property was stratified into seven units on or about 20 September 2007.
58. It appears that of the seven units Pamella has sold six of them on 21 January 2009 to Peter and Susan Widmer for CI\$156,500.00 each, i.e. for a total of CI\$939,000.00 retaining for herself title in unit H4, which is the second floor central unit. One half of this sum is due to the estate and John seeks an Order directing Pamella to account to and pay to him as executor the sum of CI\$469,500.
59. The Court is asked to order Pamella not to take any steps by way of charging selling leasing or in any way diminishing the value of the said property but instead to transfer or concur in the transfer of one half of the legal and beneficial interest therein to John.

George Town South, Block 14E, Parcels 303 and 304 – commercial building on Walkers Road

60. By Transfer of Land dated 19 May 2009 and registered on 9 June 2009 Pamella and Nikki as joint proprietors purchased for CI\$395,000.00 from Malcolm and Anthony Eden, two adjoining parcels of commercial property on Smith Road, at its intersection with Walkers Road. They have now rented out the commercial property. To the extent that any of the moneys referred to in the above paragraphs to which John is entitled as executor has been used in the purchase of the above property, John claims a beneficial interest therein. The Court’s attention is drawn to; (i) the sales of property mentioned in paragraph 58 above by which the First Defendant received the sum of CI\$939,000 which receipt by only a few months preceded this purchase, and (ii) the charge registered 9 June 2009 referred in paragraph 53 above by which the First and Second Defendants received the sum of CI\$326,250 from Butterfield Bank. It is a strong if not inevitable inference that some part of the CI\$939,000 on the sale of the properties and the CI\$326,250 from Butterfield Bank were used in the purchase of this property, particularly where the registration of the charge in was effected the same date as registration of the purchase of the commercial property.

Bank accounts and other property.

61. John seeks an account from Pamella of all other property of which Lloyd was possessed at his death, including, without limitation, bank accounts and real property and an Order that

Pamella deliver up to him as executor all such property and assets to be dealt in accordance with the provisions of the 2004 Will.

#### An injunction

62. The Court is referred to paragraphs 48 and 49 and 50 above and the recent dispositions by Pamella. In addition, as recently as Friday 1<sup>st</sup> October 2010 Pamella was at the Land Registry requesting a Transfer of Land form and (John believes) seeking to transfer further property to Nikki. John's lawyers have been making inquiries inter alia of the witnesses to the 2007 Will and others and it is inevitable that such inquiries (together with the inquiries made of Pamella's present solicitors Messrs Nelsons) would have come to Pamella's attention. The only reasonable inference is that Pamella is seeking to take steps to put property beyond the reach of John and thereby frustrate any Order this Court may make as to Lloyd's estate and true will. In the premises in addition to the specific injunctions sought above John seeks an injunction restraining Pamella and Nikki by themselves their servants or agents from in any way dealing with parting with possession of, incumbering or diminishing the value of any property and assets which were part of Lloyd's estate and further so restrained in respect of any property acquired by the use of assets or money which formed part of Lloyd's estate.

AND THE PLAINTIFF (JOHN) CLAIMS:

#### The Wills.

- (1) That the Court do pronounce in favour of the said will of the deceased Egbert Lloyd Hue dated the 2<sup>nd</sup> May 2004 and of the right of the Plaintiff to deal with the deceased's estate as executor under the said will.
- (2) That the Court do pronounce against the validity of the said alleged will dated March 19, 2007.

#### Idatom

- (3) That the Court do declare that a Transfer of Land being 10 Grand Palm Link, George Town - South Sound, Block 7C, Parcel 37 dated 27 July 2010 and registered with the Land Registry on 16 August 2010 by Idatom to Pamella was made mala fide and for no valuable consideration or money's worth, do set the Transfer aside and direct the Land Registrar to register the land in the name of Idatom.
- (4) That the Court do declare that any appointment of Pamella as director of Idatom is null and void and that the Plaintiff as executor of the deceased's will alone is entitled to the shares in Idatom.
- (5) That Pamella be restrained by herself her servants and agents or otherwise howsoever from acting or purporting to act as director of Idatom.
- (6) That Pamella be restrained by herself her servants and agents or otherwise howsoever from charging, selling, transferring incumbering leasing or in any way diminishing the value of South Sound, Block 7C, Parcel 37 and that the Court do make an order inhibiting until the trial of this action or generally until further order, the registration of any dealing with any of the above said land.
- (7) That Pamella do account to John for all sums received by way of rent or other benefit from South Sound, Block 7C, Parcel 37.

Property in Jamaica, being (i) lots 5 & 6 Block X St Andrew Jamaica (ii) No 66 St Ann Jamaica, and (iii) Clieveden Avenue #19 St Andrew Jamaica

- (8) That the Court do declare that only John as executor of the last will of Lloyd is entitled to the property.
- (9) That Pamela be restrained by herself her servants and agents or otherwise howsoever from charging, selling, transferring incumbering leasing or in any way diminishing the value of the property in Jamaica.
- (10) That Pamela do account to John for all sums received by way of rent or other benefit from the property in Jamaica.

75 Moxam Road, George Town, South Sound Block 15B, Parcel 199

- (11) That the Court do declare that the above property was held by Lloyd and Pamela as tenants in common at Lloyd's death.
- (12) That the Court do declare that a transfer of the above property dated July 2, 2008 and registered with the Land Registry on 13 January 2009 by Pamela to herself and Nikki was made mala fide and for no valuable consideration or money's worth, and do set the Transfer aside and direct the Land Registrar to register the above property in the names of John and Pamela as tenants in common.
- (13) That Pamela and Nikki be restrained by themselves their servants and agents or otherwise howsoever from charging, selling, transferring, incumbering leasing or in any way diminishing the value of the property and that the Court do make an order inhibiting until the trial of this action or generally until further order, the registration of any dealing with any of the above said land.
- (14) That Pamela and Nikki do account to the estate of Lloyd for one half of the sum of CI\$326,250 received by them and one half of all and any benefits received by them out of the above property.

Windsor Villas, 62 Tempest Way, George Town – George Town South, Block 14D, Parcel 357 “Parcel 357”

- (15) That the Court do declare that Unit H4 at the above property was held by Lloyd and Pamela as tenants in common at Lloyd's death and do direct the Land Registrar to register the above property in the names of John and Pamela as tenants in common.
- (16) That Pamela be restrained by herself her servants and agents or otherwise howsoever from charging, selling, transferring, leasing, incumbering or in any way diminishing the value of the above property namely Unit H4 and that the Court do make an order inhibiting until the trial of this action or generally until further order, the registration of any dealing with the said Unit H4.
- (17) That Pamela do account to John for all sums received by way of rent or other benefit from the above property, including without limitation one half of the sum of CI\$449,000 received by way of loan from the Butterfield Bank for which the Charge dated 12<sup>th</sup> March 2007 was given as security being the sum CI\$224,500 and one half of the sum of CI\$939,000.00 received on sale of 6 units in the property amounting to CI\$469,500.

George Town South, Block 14E, Parcels 303 and 304 – two unit commercial building on Walkers Road

- (18) To the extent that any of the moneys referred to in the above paragraphs to which John is entitled as executor has been used in the purchase of the above property, John claims a beneficial interest therein.
- (19) That Pamella and Nikki be restrained by themselves their servants and agents or otherwise howsoever from charging, selling, transferring, leasing incumbering or in any way diminishing the value of the above property and that the Court do make an order inhibiting until the trial of this action or generally until further order, the registration of any dealing with any of the above said land.

Generally

- (20) That Pamella and Nikki by themselves their servants or agents be restrained from in any way dealing with parting with possession of, charging, transferring incumbering or diminishing the value of any property and assets which were part of Lloyd's estate additional to those set out above and further so restrained in respect of any property acquired by the use of assets or money which formed part of Lloyd's estate.

An Account and delivery up.

- (21) That Pamella and Nikki be ordered to provide an account of property of which Lloyd was possessed at his death, including, without limitation, bank accounts and real property and that Pamella and Nikki do deliver up to John as executor all such property and assets to be dealt in accordance with the provisions of the 2004 Will.
- (22) Such further or other relief as to the Court seems just.
- (23) Interest upon all sums ordered to be paid, at the trustee rate, and in accordance with s.34 of the Judicature Law (2007 Revision)
- (24) Costs.

**ATTACHMENTS**

- (1) Will dated 2<sup>nd</sup> May 2004
- (2) Will dated 19<sup>th</sup> March 2007.

**DATED** at Grand Cayman this 5<sup>th</sup> day of October 2010

HAMPSON & CO.

Hampson and Company  
Attorneys for the Plaintiff, John Douglas Hue

**THIS WRIT OF SUMMONS AND STATEMENT OF CLAIM** are filed by Hampson and Company, attorneys for the Plaintiff, whose address for service is that of his said attorneys, at Citrus Grove (5<sup>th</sup> Fl.), Goring Avenue, P.O. Box 698, George Town, KY1-1107 Cayman Islands

**TO:** The Clerk of the Grand Court

**AND TO:** Nelson & Company  
Attorneys for the Objector/First Defendant, Pamela Hue

Idatom Ltd  
75 Moxam Road, George Town

Dahlia Nicola Jones  
10 Grand Palm Link, George Town

**WILL OF LLOYD HUE**

**Article 1. Declaration**

This is my will and I revoke any prior wills and codicils.

**Article 2. Disposition of my property**

2. 1. PERSONAL, RECREATIONAL AND HOUSEHOLD ITEMS. I give all my furniture, furnishings, household items, recreational equipment, personal automobiles and personal effects to my spouse, if living; otherwise they shall be given to my son, Lloyd, Jr.

2. 3. ALL OTHER ASSETS ("MY RESIDUARY ESTATE"). If my spouse survives me, I give all my residuary estate, including but not limited to all my shares (issued and/or unissued) in IDATOM LTD., an Island Company with Registration No. 103241, equally to my spouse and my children John and Suzanne by right of representation.. If my spouse does not survive me, then I give said residuary estate equally to my children, John and Suzanne, by right of representation. I specifically exclude my children, Lloyd, Jr. and Nakita, because I have given them their inheritance during my lifetime. Said children, Lloyd, Jr. and Nakita, shall have no claim or claims against my estate.

**Article 3. Nomination of Executor and Trustee**

3. 1. I nominate the person named in this paragraph to serve as my executor. If that person does not serve, then I nominate the others to serve in the order listed. I confirm on my executor the authority to do and perform any act which he or she determines is in the best interest of the estate, with no limitations. This provision shall be given the broadest possible construction. The authority includes, but is not limited to, the power to borrow money, pledge assets, vote stock and participate in reorganizations, to sell or exchange real or personal property, and to invest funds and retain securities without limitations by law for investments by fiduciaries.

FIRST EXECUTOR: my brother, Donald C. Hue, Sun Prairie, Wisconsin, USA.

SECOND EXECUTOR: my son, John D. Hue, London, England.

3. 2. I REQUEST THAT A BOND NOT BE REQUIRED FOR ANY OF THOSE PERSONS.

I sign my name to this Will on 2<sup>nd</sup> Mar 2004 at Georgetown, Grand Cayman.

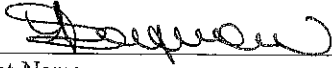
Signature of Testator

  
Lloyd Hue

**STATEMENT OF WITNESSES**

EACH OF US DECLARES THAT THE TESTATOR SIGNED THIS WILL IN OUR PRESENCE, ALL OF US BEING PRESENT AT THE SAME TIME, AND WE NOW, AT THE TESTATOR'S REQUEST, IN THE TESTATOR'S PRESENCE AND IN THE PRESENCE OF EACH OTHER, SIGN BELOW AS WITNESSES, DECLARING THAT THE TESTATOR APPEARS TO BE OF SOUND MIND AND UNDER NO UNDUE INFLUENCE.

Signature:



Print Name

Here: Yolanda Seymour

Residence Address:

175 Prospect Drive  
George Town

Telephone No.: 345-947-1238

Signature:



Print Name

Here: KEVIN JOHNSON

Residence Address:

33 HILLSIDE COURT  
BODDEN TOWN

Telephone No.: 345-9272835

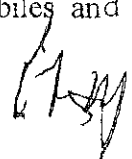
LAST WILL AND TESTAMENT

OF

EGBERT LLOYD HUE

I, EGBERT LLOYD HUE, of PO Box 11454, George Town, Grand Cayman KY1-1009, Cayman Islands, British West Indies, being of sound and disposing mind and memory, and being aware of the uncertainty of this human life, do hereby revoke all former wills, codicils and testamentary dispositions made by me, and declare this to be my Last Will and Testament.

1. I appoint my beloved wife, PAMELLA LAWRENCE HUE, of PO Box 11454, George Town, Grand Cayman KY1-1009, Cayman Islands, British West Indies, as the sole executrix and Trustee of this my Will.
2. I direct that when I die my body be cremated and a memorial service be held for me at the Anglican Church in Grand Cayman, and thereafter a second memorial service be held for me at the University Chapel, Kingston, Jamaica, and my ashes be buried at 5 South Hopefield Avenue, Kingston, Jamaica.
3. I direct that all my just debts, funeral and testamentary expenses shall be paid out of my estate, as soon as may be conveniently possible after my death.
4. In this will the expression "my Trustees" shall, where the context permits, mean my personal representatives for the time being and the trustees for the time being hereof, or any person, or persons who prove this my Will.
5. I give, devise, and bequeath all my jewellery, personal effects (except my personal record collection referred to in paragraph 14 of this my Will) furniture and furnishings and household items, personal automobiles and



articles of personal adornment, owned by me at the time of my death to my beloved wife, PAMELLA LAWRENCE HUE, absolutely.

6. I give, devise, and bequeath my Cayman Islands registered Company IDATOM LTD., Registration Number 103241, to my beloved wife, PAMELLA LAWRENCE HUE, absolutely.
7. I give, devise, and bequeath my property registered in the Cayman Islands as Registration Section: South Sound, Block 7C, Parcel 37 to my beloved wife, PAMELLA LAWRENCE HUE, absolutely.
8. I give, devise, and bequeath my property registered in the Cayman Islands as Registration Section: George Town South, Block 14D, Parcel 419H13 to my beloved son, LLOYD HOWARD HUE, JR., absolutely.
9. I give, devise, and bequeath my apartment on Cleivden Avenue, Kingston, Jamaica, to NAKITA HUE, absolutely.
10. I give, devise, and bequeath the sum of one hundred thousand United States dollars (US\$100,000.00) to SUZANNE HUE, absolutely.
11. I give, devise, and bequeath the sum of one hundred thousand United States dollars (US\$100,000.00) to JOHN HUE, absolutely.
12. I give, devise, and bequeath the sum of two thousand United States dollars (US\$2,000.00) to PEARLINE MOORE, absolutely.
13. I give, devise, and bequeath the sum of two thousand United States dollars (US\$2,000.00) to DEREK CURRY, absolutely.

A handwritten signature in black ink, appearing to be the initials 'P. M.' or similar, located in the bottom right corner of the page.

14. I give, devise, and bequeath the sum of two thousand United States dollars (US\$2,000.00) to ANTHONY MARTIN, absolutely.
15. I give, devise, and bequeath my record collection to RALPH MARTIN, absolutely.
16. I direct that my children, JOHN HUE, SUZANNE HUE, NAKITA HUE, HOWARD HUE, nor any other family member shall have any other claim under this my Will, or against my estate beyond the provisions contained herein and all other family members are excluded herefrom as they have received their inheritance during their lifetime.
17. I direct that Windsor Villas Apartments, Registration Section: George Town South, Block 14D, Parcel 357 be sold, and that all cash payments referred to herein in paragraphs 10, 11, 12, 13 and 14 of this my Will be paid out of the proceeds of sale arising therefrom. Any balance remaining following such sale and payments, I give, devise and bequeath to my beloved wife, PAMELLA LAWRENCE HUE, absolutely..
18. I give, devise and bequeath all my remaining real and personal property whatsoever, and wheresoever to which I may be entitled, or over which I have any disposing power at the time of my death after payment of my just debts funeral and testamentary expenses, and subject to the specific gifts and legacies hereunder to my beloved wife, PAMELLA LAWRENCE HUE, absolutely.
19. My Trustees may take, and act upon the opinion of any counsel, or attorney-at-law practising in the Cayman Islands whether in relation to the interpretation of this my Will, or any other document, or statute, or as to the administration of the trusts hereof without being liable to any of the persons beneficially interested in respect of any act or omission done, or made in



accordance with such opinion, but nothing contained in this clause shall prohibit my Trustees from applying to the Court, if they shall think fit, or shall prohibit any of the beneficiaries from so doing.


20. My Trustees shall not be personally liable for any breach of trust, whether by way of commission, or omission done, or suffered unless it shall be proved that, at the time of their doing, or suffering such breach, or their concurrence therein, they were guilty of dishonesty and/or fraud, and that such act, or default was done, or suffered by them in bad faith. My Trustees shall be answerable and accountable only for their own acts, receipts, neglects, or defaults, and not for those of any other trustees, nor of any bank, investment manager, nominee, broker or any other person with whom any trust money or securities may be deposited, and shall not be responsible for the insufficiency or deficiency of any securities, nor for any loss, unless the same happens through their own willful default, neglect or dishonesty.
21. My Trustees shall have full power to postpone the sale, calling in and conversion of the whole, or any part or parts of my estate, including leaseholds or other property of a terminable, hazardous, or wasting nature, for so long as my Trustees in their absolute discretion think fit, and to retain the same or any part thereof in its existing form of investment without being liable for loss.
22. Notwithstanding anything to the contrary in this my Will, any person, or their issue, who would otherwise be a beneficiary under this Will (or any codicil thereto) shall receive no benefit whatsoever under this my Will (or any codicil thereto) if such person (either directly, or by means of a trustee, or personal representative) participates in any action maintained in a court, or other tribunal any where in the world, and such participation can reasonably be regarded, on an objective basis, as an attempt by that person to set aside, or vary one, or more of the provisions of this my Will, or any codicil thereto.

F. J. R.

23. I declare that I am domiciled in the Cayman Islands.

This Will is to be construed and interpreted according to the laws of the Cayman Islands.  
IN WITNESS WHEREOF, I the said, EGBERT LLOYD HUE, have hereunto set my hand to this my last Will and Testament, consisting of five (5) typewritten pages, this page included, on this 19<sup>th</sup> day of March, 2007.

SIGNED by the said testator )  
EGBERT LLOYD HUE )  
as his last Will and Testament in the )  
presence of us both being present at the )  
same time, who at his request, and in his )  
presence, and in the presence of each other )  
have hereunto subscribed our names as )  
Witnesses )

  
\_\_\_\_\_  
EGBERT LLOYD HUE

  
\_\_\_\_\_

Witness' Signature  
Dr. Shirley Cridland  
Medical Doctor  
P.O. Box 1332 GT  
Grand Cayman KY1-1100  
Cayman Islands

  
\_\_\_\_\_

Witness' Signature  
Kevin Johnson  
Engineer  
P.O. Box 584 GT  
Grand Cayman KY1-11602  
Cayman Islands