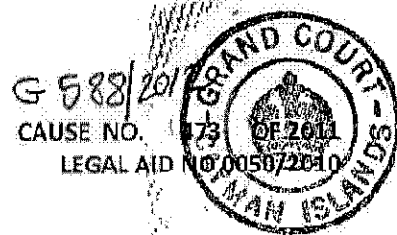


IN THE GRAND COURT OF THE CAYMAN ISLANDS



BETWEEN:

SIBERT R WATLER SNR
(ACTING BY HIS GUARDIAN SIBERT RUDOLPH WATLER)

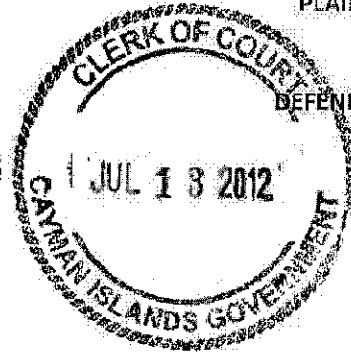
PLAINTIFF

AND

DELLA MCCOY

DEFENDANT

WRIT OF SUMMONS



TO:
Ms. Della McCoy
PO Box 1991 GT
KY1-1104
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 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 495G, 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 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 judgment may be entered against you forthwith without further notice.

Issued this day of July 2012

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 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 is the father of the Defendant Della McCoy.
2. The Plaintiff suffers from dementia. As a result of the Plaintiff's poor health his son, Mr. Sibert Rudolph Watler, was appointed his guardian on 10 May 2012 and is authorised by that order to conduct legal proceedings on his behalf in relation to land Registration Section Bodden Town, Block 43D, Parcel 140.

Registration Section Bodden Town, Block 43D Parcel 140

3. The Plaintiff inherited a 2/3rd share of Registration Section Bodden Town, Block 43D Parcel 140 ('the land') from his father. The property was transferred to the Plaintiff on 22 June 1998.
4. In June 1998 the plaintiff was suffering from ill health and wished to ensure the said property was properly managed.
5. On a date unknown between 7 May 1998 and 23 June 1998 the plaintiff spoke with his daughters Jane Merren and Della McCoy and informed them of his intention to transfer the land to them on trust on the following terms:
 - (a) That they would manage the land for the benefit of the plaintiff and his wife for their lifetime and thereafter to the benefit of their estate.
 - (b) That such management would include the power to sell the land and apply the proceeds of any sale to the maintenance of the plaintiff and his wife with any residue to be held on trust for the benefit of the estate of the plaintiff.
6. The defendant and Ms. Merren agreed orally to the terms of the proposal and on 23 June 1998 the Plaintiff transferred his interest in the said property to his daughters, Jane Merren and the Defendant, 'for natural love and affection for my daughters.'
7. The said property was to be held on trust for the Plaintiff by the Defendant and Ms. Jane Merren to ensure they would manage the said property should the Plaintiff's health deteriorate. At no stage was the Plaintiff's intention to gift the property to his daughters.

Dealings with the land by the Defendant

8. On 7 February 2002 the defendant and Ms. Jane Merren had transferred to them the remaining 1/3rd share of the land resulting in them having sole legal ownership of the parcel as joint proprietors.

9. Between 19 February 2003 and 24 September 2003 the defendant and Ms. Jane Merren secured borrowing of in total CI\$46,049.54 over the land with CICS Co-op Credit Union.
10. The charge of CI\$46,049.54 was transferred to Royal Bank of Canada on 24 July 2007.
11. On the 24 July 2007 Ms. Jane Merren transferred her legal interest in the property to Della McCoy.
12. On 26th July 2007, in accordance with their powers in managing the trust, the defendant and Ms. Jane Merren sub-divided the land creating the following parcels:
 - (a) Bodden Town Parcel 43D 140 REM1
 - (b) Bodden Town Parcel 43D 171
 - (c) Bodden Town Parcel 43D 172
 - (d) Bodden Town Parcel 43D 173
 - (e) Bodden Town Parcel 43D 174
13. The following transactions were carried out on the parcels listed at paragraph 11 (b) – (e):
 - (a) Bodden Town Parcel 43D 171 - sold to Louveenia Davis on 14 May 2009 in consideration of CI\$30,000
 - (b) Bodden Town Parcel 43D 172 – a charge was placed over the land in favour of CICS Co-op Credit Union Ltd, increasing the principle sum by CI \$20,926.97 to a total of CI \$134,026.97 on 7 May 2010
 - (c) Bodden Town Parcel 43D 173 – sold to Craig A. Bodden on 20 April 2009 in consideration of CI\$40,000
 - (d) Bodden Town Parcel 43D 174 – sold to Andy Nicholas Blake on 19 March 2009 in consideration of CI\$35,000
14. On the 26th July 2007 the defendant transferred the existing loan secured over Bodden Town Parcel 43D 140 REM1 to the Royal Bank of Canada and increased her borrowing by \$26,000. This charge was discharged by the Royal bank of Canada on 23 June 2009
15. Between 2009 and 2012 the defendant secured borrowings in favour of CICS Co-Op Credit Union Ltd over Bodden Town Parcel 43D 140 REM1 resulting in the sum CI\$256,994.35 being secured by way of charge over the aforementioned land as follows:
 - a) CI\$65,025.00 to on 23 June 2009

- b) C1\$18,317.55 on 16 December 2009
- c) C1\$57,844.84 on 8 March 2010
- d) C1\$5,962.01 on 7 May 2010
- e) C1\$13,560.25 on 5 August 2010
- f) C1\$4,879.24 on 30 November 2010
- g) C1\$59,825.68 on 4 April 2011
- h) C1\$21,579.78 on 9 March 2012

16. Wrongfully and in breach of trust the defendant has failed to deal with the 2/3rd share of Registration Section Bodden Town, Block 43D Parcel 140 as follows;
- (a) To manage the land for the benefit of the plaintiff and his wife for their lifetime and thereafter to the benefit of their estate.
 - (b) to sell the land and apply the proceeds of any sale to the maintenance of the plaintiff and his wife with any residue to be held on trust for the benefit of the estate of the plaintiff.
 - (c) To provide an account of her dealings with the land.
17. By reason of the matters pleaded, the plaintiff has suffered loss and damage. The plaintiff is unable to give particulars of loss and damage until after discovery and inspection and/or interrogatories in this action.
18. The Plaintiff further claims interest against the defendant to be assessed pursuant to the Judicature Law (2007 Revision) and the Judgment Debt (Rates of Interest) Rules as amended from time to time on the sums claimed at such rates and for such period as to the court shall seem just.
19. AND the Plaintiff claims:
- (i) A declaration that the property at Registration Section Bodden Town, Block 43D Parcel 140 is held by Defendant on trust for the Plaintiff.
 - (ii) An account as of the date of issue of these proceedings of all dealing by the Defendant with the said property and of income of the same come into the hands of the Defendant.
 - (iii) An order for transfer to the plaintiff of all land remaining in the name of the defendant and derived from Registration Section Bodden Town, Block 43D Parcel 140.

- (iv) An order for payment to the Plaintiff of all sums found due from the Defendant on the taking of the account under (ii) above.
- (v) Damages
- (vi) Interest to be assessed in accordance with the Judicature Law (2007 Revision) and the Judgment Debt (Rates of Interest) Rules as amended from time to time.
- (vii) Further and other relief including all further necessary or appropriate account, inquiries and directions.

Dated this 13 day of July 2012

Samson & McGrath

Samson & McGrath

Attorneys-at-Law for the Plaintiff

THIS WRIT was issued by Samson & McGrath, Attorneys-at-Law for the Plaintiff, whose address for service is 5th Floor Genesis Building, Genesis Close, PO Box 446, Grand Cayman KY1 - 1106, Cayman Islands

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 473 OF 2011

LEGAL AID NO 0050/2010

BETWEEN:

SIBERT R WATLER SNR
(ACTING BY HIS GUARDIAN SIBERT RUDOLPH WATLER)

PLAINTIFF

AND

DELLA MCCOY

DEFENDANT

ACKNOWLEDGEMENT OF SERVICE
OF WRIT OF SUMMONS

If you intend to instruct an Attorney to act for you, give him this form IMMEDIATELY.

Important: Read the accompanying directions and notes for guidance carefully before completing this form. Delay may result in judgment being entered against a Defendant whereby he may have to pay the costs of applying to set it aside. If any information required is omitted or given wrongly, THIS FORM MAY HAVE TO BE RETURNED.

1. State the name of the Defendant by whom or on whose behalf the service of this Writ is being acknowledged.

2. State whether the Defendant intends to contest the proceedings (tick the appropriate box)

yes

no

3. If the claim against the Defendant is for a debt or liquidated demand, AND he does not intend to contest the proceedings, state if the Defendant intends to apply for a stay of execution against any judgment entered by the Plaintiff (tick box).

yes

no

Service of the Writ is acknowledged accordingly

(Signed).....

(Attorney) for

[Defendant in person]

Address for service:

Please complete overleaf

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 number 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 office.

Endorsement by Plaintiff's Attorney (or by Plaintiff if suing in person) of his name, address and reference, if any in the box below:

SAMSON & MCGRATH 5 th FLOOR GENESIS BUILDING GENESIS CLOSE PO BOX 446 GRAND CAYMAN KY1 - 1106 CAYMAN ISLANDS
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Endorsement by Defendant's Attorney (or by Defendant if suing in person) of his name, address and reference, if any, in the box below:

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