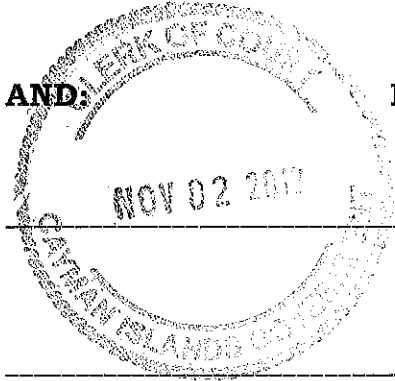


**IN THE GRAND COURT OF THE CAYMAN ISLANDS  
HOLDEN IN GEORGE TOWN, GRAND CAYMAN**

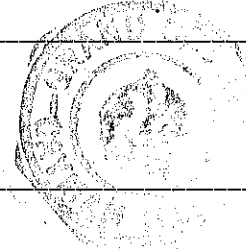
CAUSE NO. **446** OF 2012  
*Legal Aid LACV 102/12*

**BETWEEN: ELLARINE MAY PUSEY** **PLAINTIFF**

**AND: ERROL LEIGHTON BROWN** **RESPONDENT**



**WRIT OF SUMMONS**



To: Errol Leighton Brown  
c/o Northward Prison  
Bodden 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. 495 G.T., George Town, Grand Cayman, the accompanying Acknowledgment of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgment within the time stated, or if you return the Acknowledgment 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 *2nd* day of *Nov* 2012

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

**IMPORTANT**

Directions for Acknowledgment of Service are given with the accompanying form.

THIS WRIT IS ISSUED BY McKinney Reid & Company, Attorneys-at-Law, whose address for service is Suite A4 Levens Court, West Bay Road, Box 1573 George Town, Grand Cayman, Cayman Islands KY1-1110

**IN THE GRAND COURT OF THE CAYMAN ISLANDS  
HOLDEN IN GEORGE TOWN, GRAND CAYMAN**

**CAUSE NO.**

**OF 2012**

**BETWEEN:**

**ELLARINE MAY PUSEY**

**PLAINTIFF**

**AND:**

**ERROL LEIGHTON BROWN**

**RESPONDENT**

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**STATEMENT OF CLAIM**

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1. The Plaintiff was at all material times a Housekeeper at the Cayman Islands Health Services Authority. She is presently employed as a Security Officer with the same employer.
2. The Plaintiff is the joint owner in the real estate registered as Lower Valley, Block 37E Parcel 140 in the Cayman Islands Register of lands ('the property').
3. The Defendant is and was at all material times a Prison officer at her Majesty's Prison at Northward, Grand Cayman and is the other joint owner in the parcel of land noted in paragraph 1.
4. That the Plaintiff and the Respondent were friends from late 2004 and eventually commenced an intimate relationship and began living together in 2005. Prior to becoming friends with the Respondent, the Plaintiff was making efforts to purchase a home in the Cayman Islands.
5. During the parties' romantic relationship, the Plaintiff approached the Respondent about the purchase of a home. He said he was not interested, as he did not want to stay in Cayman. However, the Plaintiff asked him to co-sign on a mortgage with her as she could not qualify on her own and the other persons she had asked were either unwilling or not qualified. The Respondent agreed and co-signed on the mortgage for the property at First Caribbean International Bank. At all times it was agreed that the property was intended to be the Plaintiff's and the Respondent was merely assisting her to own the property. However, as the Respondent was acting to his detriment, the property was registered in both names.
6. The Plaintiff made all payments toward the down payment for the loan and other costs in order to secure the loan. This was achieved from funds from her personal savings and from funds received from her son.

7. After the purchase of the property, the parties commenced living on the premises together (they had also lived together at another premises). Initially the mortgage was paid from a direct debit against the Respondent's salary, which was reimbursed to him in full, plus surplus from the rental income from the premises.
8. That the Respondent proposed marriage to the Plaintiff and she agreed; but after several marriage counselling sessions, the Plaintiff realised that the relationship could not result in a successful marriage. This was compounded by the discovery that the Respondent was dishonest with several matters, including the fact that he was having other intimate relationships.
9. After several confrontations and arguments, and the Respondent realising that the Plaintiff was not going to marry him, he married another woman and bought her to live with him on the same premises. The Plaintiff was shocked and dismayed at his callous behaviour. This caused great difficulties between the parties and continues to cause difficulties to this day.
10. That since the end of the parties' romantic relationship, the Respondent has showed the Plaintiff great hostility and vindictiveness. As the Plaintiff could not trust the Respondent, she stopped the direct payment from his salary and she collected the rent and paid the mortgage. The Plaintiff also began to seek another person to assist her to co-sign on the loan as it was very evident that the parties could not live peacefully on the same premises.
11. That the rental income began to decrease significantly and was not enough to cover the mortgage. As the Respondent also lived on the property with his wife, the Respondent asked him to pay rent or assist with the mortgage payments. At first he refused, then refused to pay more than \$220.00 towards the mortgage. At another point he agreed to pay half, but then did not. The parties agreed to split the costs of the utilities. Again the Respondent reneged on this agreement and refused to pay his share on several occasions and whenever the Plaintiff asked about it, he would verbally abuse and threaten her. Many times his wife would also join him in verbally abusing the Plaintiff and threatening her.
12. That the living situation has become most unbearable and the Plaintiff asked the Respondent to transfer the property to her as was the original intention. He laughed at her and called her a fool. He later demanded that he would transfer it to her on the condition that she paid him an unreasonable sum of money. He admitted that he had nothing to lose as she was the one who had invested in the property.
13. Prior to their separation, the Respondent always referred to the property as "her (the Plaintiff's) house" stating that he had nothing to lose, no matter what happened.
14. That the Plaintiff made all payments toward the purchase of the property, as previously stated and initially the mortgage payments came from the Respondent's salary and was reimbursed to him. However, on several occasions he would demand the rent be paid to him even before the mortgage was taken from his salary. He stated that he needed the money for various things.
15. The repairs or improvements to the property were made from the Plaintiff's income, except for three air conditioning units bought by the Respondent. Due to the Plaintiff's work schedule (during the subsistence of their relationship), on many occasions she gave funds to the Respondent, who would purchase the necessary items or pay the workmen. The Respondent

4. Interest pursuant to the Judicature Law,
5. Further and/or other relief
6. Costs.

  
\_\_\_\_\_  
McKinney Reid & Company  
Attorneys-at-Law for the Plaintiff

TO: The Clerk of the Court

AND TO:

*Filed by McKinney Reid & Company, Attorneys-at-Law for the Plaintiff whose address for service is P.O. Box 1573, Suite A4  
Queens Court, West Bay Road, George Town, Grand Cayman, Cayman Islands KY1-1110*

**Acknowledgement of service of writ of summons (0.12, r.3)**

**DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE  
OF WRIT OF SUMMONS**

1. The accompanying form of Acknowledgment of Service should be completed by an Attorney acting on behalf of the Defendant or by the Defendant if acting in person.

After completion it must be delivered or sent by post to the Law Courts, P.O. Box 495G, George Town, Grand Cayman.

2. A Defendant who states in his Acknowledgment of Service that he intends to contest the proceedings must also serve a defence on the Attorney for the Plaintiff (or on the Plaintiff if acting in person).

If a Statement of Claim is indorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2), the Defence must be served within 14 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgment is served on the Defendant.

If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 14 days after a Statement of Claim has been served on the Defendant.

If the Defendant fails to serve his defence within the appropriate time, the Plaintiff may enter judgment against him without further notice.

3. A Stay of Execution against the Defendant's goods may be applied for where the Defendant is unable to pay the money for which any judgment is entered. If a Defendant to an action for a debt or liquidated demand (i.e. a fixed sum) who does not intend to contest the proceedings states, in answer to Question 3 in the Acknowledgment of Service, that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgment, but he must, within that time, issue a Summons for a stay of execution, supported by an affidavit of his means. The affidavit should state any offer which the Defendant desires to make for payment of the money by instalments or otherwise.

**See over for notes for guidance**

**Please complete overleaf**

## Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgment of Service and return it to the Courts Office.
2. For the purpose of calculating the period of 14 days for acknowledging service, a writ served on the Defendant personally is treated as having been served on the day it was delivered to him.
3. Where the Defendant is sued in a name different from his own, the form must be completed by him with the addition in paragraph 1 of the words "sued as (the name stated on the Writ of Summons)".
4. Where the Defendant is a FIRM and an attorney is not instructed, the form must be completed by a PARTNER by name, with the addition in paragraph 1 of the description "Partner in the firm of (.....)" after his name.
5. Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN HIS OWN, the form must be completed by him with the addition in paragraph 1 of the description "trading as (.....)" after his name.
6. Where the Defendant is a LIMITED COMPANY the form must be completed by an Attorney or by someone authorised to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian ad litem.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.



in Grand Cayman where communications for him should be sent. In the case of a limited company,  
"residence" means its registered principal office.

**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 box 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 or principal office.

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

|   |
|---|
| MCKINNEY REID & COMPANY<br>ATTORNEYS-AT-LAW<br>Suite A4 Queens Court<br>West Bay Road<br>BOX 1573 GRAND CAYMAN<br>CAYMAN ISLANDS KY1-1110 |
|   |

Indorsement 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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