

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. GC 2 OF 2015

BETWEEN:

JULIAN C. HARRISON III

PLAINTIFF

AND

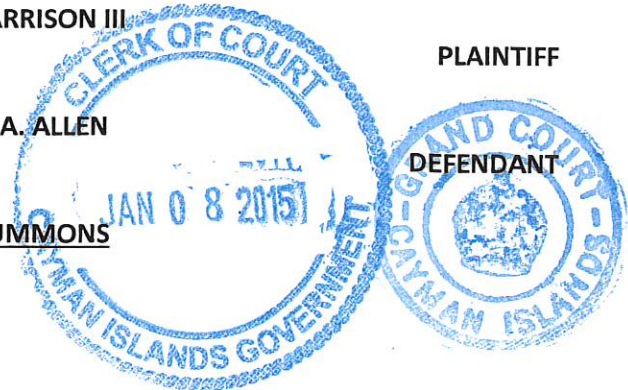
GRETCHEN A. ALLEN

DEFENDANT

WRIT OF SUMMONS

TO:

Ms. Gretchen A. Allen
South Sound
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 8th day of January 2015

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

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. GC Writ and Statement of Claim Julian Harrison v Gretchen Allen.

STATEMENT OF CLAIM

1. The Plaintiff is a citizen of the USA and the defendant is a resident of the Cayman Islands.
2. In or around June 2005 the plaintiff was visiting the Cayman Islands and met the defendant socially on the 5th June 2005. As a result of this meeting the parties became involved in a personal relationship.
3. In or around that time as a result of a conversation between the parties it was agreed that plaintiff would consider the purchase of a property in the Cayman Islands as a financial investment.
4. The oral agreement of the parties as to terms of the investment were as follows:
 - 4.1 The defendant would source suitable properties in Grand Cayman for investment and the parties would select one for purchase if suitable.
 - 4.2 The plaintiff would provide the entire purchase price for the property including closing costs.
 - 4.3 The parties would be registered on the land register as joint proprietors.
 - 4.4 The defendant would reside in the property and in lieu of rent would pay the Strata fees and other monthly expenses associated with living in the property.
 - 4.4 For so long as the parties remained in a relationship the plaintiff would stay at the property upon his visits to the Cayman Islands.
 - 4.5 Upon any sale of the property the defendant would be entitled to a ½ share in any net profit.
5. The oral agreement was made between the parties over the period June to December 2005 and with specific reference of paragraph 4.5 of the Statement of Claim is evidenced in writing by an email from the plaintiff to Winston Ramessar and the defendant dated 14 December 2005.
6. As a result of the efforts of the parties and pursuant to the agreement as set out at paragraph 4, the parties purchased the property legally known as West Bay Beach South, Block 13B, Parcel 142H70 ("the property") on the 30th December 2005 as joint proprietors and were entered as joint proprietors on the land register for the property on the 21st February 2006.

7. The purchase price for the property was USD\$299,000 with closing costs of USD\$14,487.81. To his financial detriment the plaintiff paid the total sum of USD\$314,000 to cover the entire costs of purchase by way of payments of USD\$29,900 on 13 December 2005, USD\$34,100 on 23 December 2005 and USD\$250,000 on 27 December 2005.
8. The plaintiff paid additional capital sums for the property to his accounting credit as follows:

8.1	Kitchen upgrade	\$5,088.22
8.2	Appliances	\$2,253.75
8.3	Seawall assessment	\$4,844.19
9. Subsequent to purchase of the property the defendant resided in the property from 2005 to late May or early June 2014.
10. In breach of the terms of the agreement between the parties the defendant ceased making Strata payments for the property from the 1st quarter of 2011 and the Strata account with the Proprietors of Strata Plan No. 45 was delinquent and in arrears from that time until sale of the property in August 2014.
11. As a result of the failure by the defendant to pay Strata fees in a timely manner the parties to this action were sued in the Grand Court of the Cayman Islands in Cause GC 13 of 2014 for the sum of USD\$30,651 with costs and interest.
12. The Proprietors of Strata Plan No. 45 further sought vacant possession of the property and commenced steps to force sale of the property and it was these actions that forced the defendant to vacate the property.
13. The parties remained in a personal relationship until in or around July 2014 when the defendant expressed an intention to seek ½ of the closing funds contrary to the agreement between the parties.
14. On the 15th August 2014 the property was sold for the sum of USD\$270,000 with the following expenses to be deducted from the sale price:

14.1	Real estate commission	\$16,200
14.2	Strata fees	\$34,824.77
14.3	interest on Strata fees	\$12,085.92
14.4	legal fees in Cause 13 of 2014	\$11,847.42
14.5	Utilities	\$173.57
	Total	\$75,131.68.

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. GC Writ and Statement of Claim Julian Harrison v Gretchen Allen.

15. As a result the net sum of USD\$194,868.32 was paid into an escrow account pending the determination of the respective entitlements to the sum by the parties.
16. The plaintiff has further expended the sum of USD\$84,329.95 in finance charges from December 2005 to issue of Writ in order to provide the purchase money for the property and further claims this figure to his account.
17. In spite of numerous requests both oral and in writing made by the plaintiff the defendant wrongfully refuses to acknowledge that the plaintiff is entitled to the entire net proceeds of sale and wrongly asserts an entitlement to ½ of the net proceeds of sale.
18. By reason of the above facts the entire net proceeds of sale are held on a resulting or constructive trust for the sole benefit of the plaintiff.

Breach of Agreement

19. In breach of the defendant's obligation pay the Strata fees and other monthly expenses associated with living in the property whilst in occupation between 2011 and May 2014 the defendant failed to do so.
20. As a result the plaintiff suffered loss of the sum of USD\$58,931.68 being the sums set out at paragraphs 14.2 through 14.4 and the plaintiff claims the said sum as damages for breach of the agreement by the defendant.

And the plaintiff claims for the following relief and orders;

21. A declaration that the net proceeds of sale of USD\$194,868.32 are held on trust for the plaintiff.
22. An order for the transfer of those funds to the plaintiff.
23. An account, if necessary, of all sums paid by the parties to the agreement in relation to the property.
24. That the defendant does pay damages for breach of agreement in the sum of USD\$58,931.68 to the plaintiff.

25. Pre and post judgment Interest on the said sum of USD\$58,931.68 in accordance with the Judicature Law (2013 Revision) and the Judgment Debt (Rates of Interest) Rules as amended from time to time from date of issue of this Writ until payment with interest accruing daily at the rate of USD\$3.89 per day until satisfaction.
26. Such further and other relief as this Court may deem just.
27. Costs.

Dated this 8th day of January 2015

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. GC Writ and Statement of Claim Julian Harrison v Gretchen Allen.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. GC OF 2015

BETWEEN:

JULIAN C. HARRISON III

PLAINTIFF

AND

GRETCHEN A. ALLEN

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

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. GC Writ and Statement of Claim Julian Harrison v Gretchen Allen.

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
5th FLOOR GENESIS BUILDING
GENESIS CLOSE
PO BOX 446
GRAND CAYMAN KY1 - 1106
CAYMAN ISLANDS

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

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

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. GC Writ and Statement of Claim Julian Harrison v Gretchen Allen.

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.