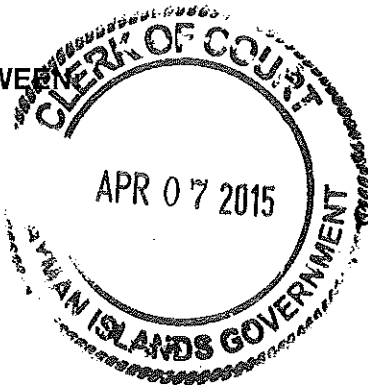


IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION

GOODST
CAUSE NO: OF 2015

BETWEEN



BRENDA WILLET QUIN

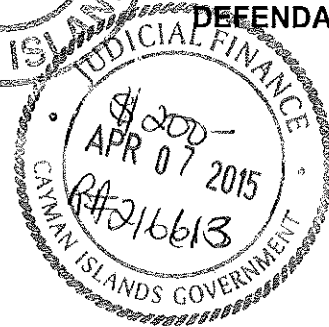
PLAINTIFF

AND:

GREGORY DARVIN RIVERS

DEFENDANT

WRIT OF SUMMONS



TO: Gregory Darvin Rivers
232 Powery Road
West Bay
Grand Cayman
Cayman Islands

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff of 74 Parson's Circle, George Town in respect of the claim set out on this next page.

Within 14 days after the 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 Court Office, P.O. Box 495, Grand Cayman KY1-1106, Cayman Islands the accompanying Acknowledgment of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or 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 7th day of April 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 original issuance unless renewed by order of the Court.

IMPORTANT

Directions for the Acknowledgement of Service are given in the accompanying form.

STATEMENT OF CLAIM

BACKGROUND

1. The Plaintiff is 86 years old and currently employs a live-in domestic helper because the Department of Children and Family Services has mandated that, due to her severe health issues, the Plaintiff must always have someone present to assist in the event of an emergency.
2. The Defendant resides at No. 232 Powery Road, West Bay, Grand Cayman, Cayman Islands. The Defendant is, and was at all material times, a taxi driver.
3. The Plaintiff first met the Defendant in the 1980s. The parties lost touch for many years but in or around February 2013 the Defendant began visiting the Plaintiff at her home and, as set out below, over the course of his visits, won her trust. Over the same period, the Defendant obtained loans from the Plaintiff, as particularised below. The Defendant stopped visiting the Plaintiff in or around June of 2014.

THE LOAN AGREEMENTS

First Loan

4. By an oral agreement made between the Plaintiff and the Defendant in around April 2013 at the Plaintiff's home, the Plaintiff agreed to lend the Defendant the following sums of money (the "**First Loan**"):
 - (i) CI\$8,300.00 for the purchase and insurance of a Toyota Town Ace (the "**Taxi**"); and
 - (ii) CI\$800.00 for the motor vehicle insurance required for the Taxi.
5. The Plaintiff provided the Defendant with a cheque for the purchase of the Taxi. The cheque was in amount of CI\$8,300.00, made out to Tony's Toys and dated 22 April 2013. This cheque was cashed on 24 April 2013, and the Defendant acquired the Taxi, license plate 143279, with which he now operates his taxi business.
6. The Plaintiff lent the Defendant the CI\$800 to insure the Taxi.

Second Loan

7. The Plaintiff also made additional loans to the Defendant:
 - (i) the Plaintiff frequently authorised the Defendant to withdraw money from her account using her ATM Debit Card to pay his expenses, which he said included fuel for the Taxi and food for his pets, and
 - (ii) the Plaintiff made loans by way of cheques payable to the Defendant,
 these additional loans will be referred to as the "**Further Loans**", and together with the First Loan are herein referred to as (the "**Loans**").
8. The Further Loans comprised payments as follows.

Cheques payable to the Defendant

- (i) CI\$400.00 on 5 April 2013;
- (ii) CI\$2000.00 on 17 April 2013;
- (iii) CI\$1000.00 on 1 May 2013;
- (iv) CI\$1000.00 on 8 May 2013;
- (v) CI\$250.00 on 11 June 2013;
- (vi) CI\$685.00 on 6 September 2013;
- (vii) CI\$380.00 on 9 September 2013;
- (viii) CI\$1000.00 on 13 September 2013;
- (ix) CI\$1680.00 on 23 September 2013;

Withdrawals by the Defendant using the Plaintiff's ATM card

- (x) CI\$30,000 over an extended period by way of cash loans.

9. The Plaintiff did not agree a repayment date with the Defendant in respect of the Loans.

ACKNOWLEDGEMENT OF THE DEBT BY THE DEFENDANT

10. On or around 27 November 2013, the Plaintiff asked the Defendant to provide her with written confirmation of the Loans.
11. The Defendant provided the Plaintiff with a signed note of indebtedness dated 27 November 2013 (the "Note"). The Note reads as follows:

I Gregory D. Rivers borrowed from Mrs Brenda Quin the sum of CI\$8,300.00 for purchase of Toyota Town Ace plus sum of CI\$800.00 for ins.

Plus total fund to be put back into account the sum of CI\$50,000.00.

Total sum CI\$59,100.00 as soon as Caribbean Seafoods pay dividends.

Gregory Rivers

27-11-13

PRIMARY CLAIM – RESCISSION FOR UNDUE INFLUENCE

12. The Plaintiff was induced to agree to the Loans (and each of them) by the undue influence of the Defendant, and owing to the trust and confidence that she reposed in him.

PARTICULARS OF UNDUE INFLUENCE

- (a) The Plaintiff is an elderly lady, and she suffers from the following ailments:
 - (i) Transitory Ischaemic Attacks;
 - (ii) Paraspinal Muscle Weakness and atrophy;
 - (iii) Bilateral Carotid Disease;
 - (iv) Retinal thrombosis secondary to the TIAs;
 - (v) Impaired vision with Charles Bonnet Syndrome;
 - (vi) Hypertension and hyperlipidaemia;
 - (vii) Severe osteoporosis and osteoarthritis; and
 - (viii) Anxiety and depression.
 - (b) The Defendant first visited the Plaintiff at a time when she was estranged from her only son. The Plaintiff's son is her only relative in the Cayman Islands. The Plaintiff was suffering from clinical depression and was in a vulnerable state at the relevant times.
 - (c) As a result of her deteriorating sight, the Plaintiff has great difficulty reading and writing and would therefore often ask the Defendant for help writing the cheques she used to pay her utility bills and rent.
 - (d) Further, because the Plaintiff's mobility is severely restricted and she finds it difficult to see the numbers on the ATM machine, the Plaintiff also sought the Defendant's help in withdrawing cash from her accounts for her use.
 - (e) Domestic chores and caring for her pet cat was particularly difficult for the Plaintiff. The Defendant promised the help the Plaintiff with those responsibilities, and the Plaintiff gave him a key to her home to facilitate this.
 - (f) The Plaintiff also sought the Defendant's advice in managing her assets. The Plaintiff was particularly concerned that she had no one to leave her estate to in the event of her death. In response to this concern, the Defendant prepared a will, dated 8 June 2013 (the "**Will**"), which provided that upon her death the Plaintiff's entire estate would pass to the Defendant. The Plaintiff executed the Will as requested by the Defendant.
 - (g) The Plaintiff reposed trust and confidence in the Defendant, particularly in relation to the management of her financial affairs.
13. In the premises, the relationship between the Plaintiff and the Defendant is one in which the Plaintiff had such confidence and trust in the Defendant that he was in a position to exercise undue influence over her in order to obtain her agreement to the Loans (and each of them), such Loans being manifestly disadvantageous to the Plaintiff.
14. It is the Plaintiff's primary case that in light of the relationship of trust and confidence between the Plaintiff and the Defendant, this is a case of presumed undue influence. In

the alternative, it is the Plaintiff's case that this is a case of actual undue influence. The Plaintiff did not exercise her own free will when she made the Loans.

ALTERNATIVE CLAIM – MONEY LENT

15. As set out at paragraph 9 above, no date for repayment was agreed at the time the Loans were made.
16. The Defendant's liability to repay the Loans arose as soon as the money was lent.
17. Without prejudice to the foregoing and in the alternative, it was an implied term of the loan that the Defendant would repay the Loans (and each of them) within a reasonable period of a demand for repayment by the Plaintiff.
18. After several months of providing money to the Defendant by way of the Loans, the Plaintiff became concerned that the Defendant was not making any repayments.
19. On numerous occasions, the Plaintiff suggested to the Defendant that he could use the income from his taxi business to make payments against the Loans. The Defendant failed to make any repayment.
20. On or around 5 April 2014, the Plaintiff asked the Defendant orally for details of how he intended to repay the sums that he acquired under the Loans. No substantive response was provided to the Plaintiff and no money has been repaid by the Defendant.
21. On or around 13 October 2014, the Plaintiff made the first demand for repayment of the Loans. The Plaintiff contacted the Defendant by telephone requesting repayment of the Loans (the "**First Demand**"). The Defendant responded "soon come".
22. The Plaintiff's attorneys wrote a letter to the Defendant dated 31 October 2014 (the "**Second Demand**"). That letter:
 - (i) made a formal demand for the repayment of the monies acquired by the Defendant under the Loans;
 - (ii) set a deadline for full repayment of 31 December 2014 (thereby providing a reasonable period for repayment in full); and
 - (iii) requested that pending repayment under the Loans, the Defendant grant the Plaintiff a fourth charge over the property at Block and Parcel No 9A 196.
23. No response to this letter was received.
24. The Plaintiff's attorneys telephoned the Defendant on 28 November 2014, 2 December 2014 and 11 December 2014 to request an indication of the Defendant's plans to repay the money under the Loans. Each time the Defendant said that he would revert with a payment plan. No payment plan was ever received from the Defendant.

DEFAULT ON PAYMENT

25. As at the date of this Statement of Claim, over 4 months from the date of the First Demand, no payments have been received from the Defendant in respect of the Loans.
26. In the premises, the Plaintiff is entitled to repayment in the sum of CI\$59,100 plus simple interest, under s34 of the Judicature Law (2013 Revision) and the Judgment Debts

(Rates of Interest) Rules 2012, at 2.38% or such other rate as the court thinks fit, from 31 December 2014 (this being the date on which, following the formal demand made by the Plaintiff's attorneys, a reasonable period for repayment expired) to the date of payment.

AND THE PLAINTIFF CLAIMS:

- (1) In respect of the Plaintiff's undue influence claim:
 - (i) A declaration that the Plaintiff was induced to make the Loans by the undue influence of the Defendant;
 - (ii) Rescission of the contract for the Loans;
 - (iii) Repayment of the sum of CI\$59,100.00;
 - (iv) Interest under the equitable jurisdiction of the court;
 - (v) Such further or other relief as the Court deems just; and
 - (vi) Costs.
- (2) In the alternative, in respect of the Plaintiff's claim for repayment of the Loans:
 - (i) CI\$59,100.00;
 - (ii) Alternatively, damages in the sum of CI\$59,100.00
 - (iii) Interest under s34 of the Judicature Law (2013 Revision) and the Judgment Debts (Rates of Interest) Rules 2012 at 2.38% or such other rate as the court thinks fit, from 31 December 2014 to the date of payment; and
 - (iv) Costs.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount of CI\$59,100 (including interest and costs) further proceedings will be stayed. The money must be paid to the Plaintiff's attorneys.

DATED the 7th day of April 2015



WALKERS
Attorneys at Law for the Plaintiff

This Statement of Claim is filed by Walkers, Attorneys at Law, 190 Elgin Avenue, George Town, Grand Cayman KY1-9001, Cayman Islands, for the Plaintiff whose address for service is care of her said Attorneys at Law.

**DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE
OF ORIGINATING 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, PO Box 495GT, 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 of 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 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 set 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.

BETWEEN:

BRENDA WILLET QUIN

PLAINTIFF

AND:

GREGORY DARVIN RIVERS

DEFENDANT

WRIT OF SUMMONS

ACKNOWLEDGMENT 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. If any information required is omitted or given wrongly. THIS FORM MAY HAVE TO BE RETURNED.

Delay may result in judgment being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.

-
1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.
-
2. State whether the Defendant intends to contest the proceedings (tick 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 appropriate box)
 yes no
-

Service of the Summons is acknowledged accordingly

(Signed) _____

Attorney For

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 be Plaintiff if suing in person) of his name, address and reference, if any in the box below.

Walkers
190 Elgin Avenue
George Town, Grand Cayman

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