

IN THE GRAND COURT OF THE CAYMAN ISLANDS



G0169
CAUSE OF 2015

- IN THE MATTER THE CONVERSION OF SECURITY DEPOSIT
- AND: IN THE MATTER OF A BREACH OF A LEGAL AND EQUITABLE DUTY OF CONFIDENCE
- AND: IN THE MATTER OF AN UNLAWFUL AND INEQUITABLE DISCLOSURE AND MISUSE OF CONFIDENTIAL INFORMATION
- AND: IN THE MATTER OF AN UNLAWFUL MEANS CONSPIRACY
- AND: IN THE MATTER OF LEGAL MALPRACTICE AND DEFERMENT
- AND: IN THE MATTER OF UNFIAR AND DECEPTIVE LITIGATION PRACTICES
- AND: IN THE MATTER A MELICIOUS ABUSE OF PROCESS/MELICIOUS DEFENSE
- AND: IN THE MATTER OF A BREACH OF A EQUITABLE DUTY O CARE
- AND: IN THE MATTER OF A MOTION FOR THE COURT TO REVIEW OR SET ASIDE COURTS SAID JUDGEMENT DELIVERED ON 20 MAY 2015 IN CAUSE 630 OF 2007
- AND: IN THE MATTER OF AN APPLICATION FOR DAMAGES



BETWEEN: FRANK SWARRES MCFIELD

PLAINTIFF

- AND: CAMPBELLS ATTORNEYS AT LAW/ FIRST NAMED DEFENDANT
- AND: KIRSTEN HOUGHTON/SECOND NAMED DEFENDANT
- AND: ROSS MACDONOUGH/THIRD NAMED DEFENDANT
- AND: RBC (BAHAMAS) & (CAYMAN) LIMITED/FOURTH NAMED DEFENDANT
- AND: CLYDE ALLEN/FIFTH NAMED DEFENDANT
- AND: SEAN MINITER/SIXTH NAMED DEFENDANT
- AND: WOODWARD (WOODY) DACOSTA/SEVENTH NAMED DEFENDANT
- AND: STRAND PROPERTY LIMITED/EIGHTH NAMED DEFENDANT

WRIT OF SUMMONS

To the Defendants:

CAMPBELLS ATTORNEYS AT LAW/ Campbells Attorneys At Law, Campbells Attorneys At Law
4th Floor Willow House P.O Box 884, George Town, Grand Cayman, Cayman Islands

KIRSTEN HOUGHTON/ Campbells Attorneys At Law, Campbells Attorneys At Law 4th Floor Willow House P.O Box 884,George Town, Grand Cayman, Cayman Islands

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CLYDE ALLEN/ PO Box 31076 KY1-1205, Jack & Jill Bldg, 10 Fort St, George Town, Grand Cayman, Cayman Islands

SEAN MINITER/ Campbells Attorneys At Law, Campbells Attorneys At Law 4th Floor Willow House P.O Box 884,George Town, Grand Cayman, Cayman Islands

WOODWARD (WOODY) DACOSTA/ of 107 Hirst Road, Savannah, Grand Cayman.

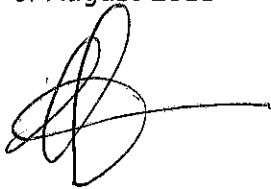
STRAND PROPERTY LIMITED/ Campbells Attorneys At Law, Campbells Attorneys At Law 4th Floor Willow House P.O Box 884,George Town, Grand Cayman, Cayman Islands

THIS WRIT OF SUMMONS has been issued against you by the above named Plaintiff in respect of the claims set out on the following pages.

Within 14 days after service of the **WRIT OF SUMMONS** on you, counting the day of service, you must either satisfy the claim or return to the Court Office P.O. Box 485, Grand Cayman KY1-1106, Grand Cayman Islands, the accompanying Acknowledgment of Service form stating therein whether you intend to contest this action. If you intend to defend the action, in whole or in part, you must set out **full particulars of your defense** in the space provided in the Acknowledgment of Service form.

If you fail to satisfy the claim or fail to return the Acknowledgement of Service form containing full particulars of your defense, the Plaintiff may apply for a **default judgment** without any further notice to you.

Issued this 27 day of August 2015

A handwritten signature in black ink, consisting of a large, stylized initial 'R' followed by a horizontal line extending to the right.

See overleaf for particulars of the Plaintiff's claim

This writ of Summons was prepared and served by Dr. Frank McField, JP, P. O. Box 10557 KY1 -1005 Cayman Islands/ Address for service: C/O Christiane S. McField at Bedside Manor Market Street Camana Bay, Grand Cayman

1. The cause of action for conversion of security deposit is held against the eight defendant.
2. The claim of breach of legal and equitable duty of confidence is held against each of the first four and eight defendants.
3. The claim of unlawful and inequitable disclosure and misuse of confidential information is held against each of the first four and the eight defendants.
4. The claim of unlawful means conspiracy is held against all of the defendants
5. The claim of legal malpractice and defamation is held against the fifth named defendant.
6. The claim of unfair and deceptive litigation practices is held against the first, second and third defendants.
7. The claim of a malicious abuse of process/malicious defense is held against the first, second, third and eight defendants.
8. The claim of a breach of an equitable duty of care is held against the fourth named defendant.
9. The facts and circumstances upon which these claims are found arise out of the unlawful conduct of the named defendants all associated with cause 630 of 2007 before or during the time of litigation.
10. Cause 630 of 2007 was dismissed by the court on 20 May 2015 as an abuse of process. The particulars of the causes of actions herein stated have a common nucleus of operative fact.
11. The plaintiff is aggrieved by the manifestly unjust judgment of the court however there are no available written reasons for the judgment on which to formulate reasons for appeal.
12. It is trite law that evidence of findings and conclusions are essential in order to prosecute an appeal, without them the petitioner know no more than he lost and

hence is effectively precluded from making a reasonable appeal or collateral attack on the judgment.

13. It is not credible that the sixth defendant retained the first defendant for over 8 years solely to pursue a counterclaim for arrears in rent worth CI\$47, 599, 89, at a cost of US\$600, 00 per hour. When there was never a truthful basis in law or fact upon which to file and advance a defense.
14. This lawsuit is an independent cause of action brought on behalf of the plaintiff who suffered most from the oppressive and fraudulent conduct of the named defendants; particularly the defendant attorneys.
15. As absolute immunities do not protect attorneys against claims alleging the pursuit of litigation for the ulterior purpose of inflicting injury on a plaintiff. This lawsuit contains causes of action against three attorneys including the plaintiff's former attorney named as fifth defendant.
16. Allegations made herein impute conduct of a gravely improper character thus the particulars are pleaded in great detail by reference to those facts and circumstances which evidences a high degree of blameworthiness. The particulars are pleaded generally since all the causes have a common nucleus of operate fact.
17. The eight defendant counterclaim in cause 630 of 2007 was unjustified and brought in bad faith with no color of right and with the sole object of harassing a financially much weaker plaintiff. By a judgment of the court on 20 May 2015 the counterclaim was stayed and remains a live falsehood and a continuous abuse of process.
18. The first falsehood was the deposition of the legal position of the sixth defendant sworn on 7 February 2008, that the eighth defendant Strand Property Limited (SPL) had maintained the fittings of the plaintiff in cause 630 of 2007 to set off against arrears that were outstanding.
19. This could only mean that the counterclaim of CI\$46, 993, 43 still before the court as a legitimate counterclaim for arrears in rent, strata costs and financial charges is a inconsistent legal position.
20. Especially when it was later revealed by way of court ordered discovery in March 2014, that the eight named defendant had sold Caribbean Restaurant Limited (CRL) chattels on 27 August 2007 for the amount of CI\$69,000.

21. The chattels were sold to its new tenant without the permission of CRL as the defendant represented it had the authority to transfer and did transfer title of the chattels. The balance remaining after the alleged arrears were deducted remains with the defendant who also continues to maintain a CI\$10,000 security deposit paid upon the signing of a lease agreement on 7 April 2005.
22. The eight defendant and attorneys intentionally concealed these material facts from the court and the plaintiff. The eight defendant continues to refuse to return the plaintiff security deposit of CI\$10,000. The first cause of action in this lawsuit is for conversion of the security deposit of the plaintiff by the eight defendant.
23. In late 2007 due to the unlawful eviction of the plaintiff from his restaurant business and conversion of his assets by the eight defendant, the plaintiff began experiencing as a direct consequence of his unjust impoverishment, challenges meeting loan repayments on two properties over which the RBC (Cayman) Limited had a charge.
24. The unlawful eviction of the plaintiff's company Caribbean Restaurant Limited (CRL) was the main ground upon which cause 630 of 2007 was litigated and the fifth defendant was the attorney on record for the plaintiff until late 2013.
25. Due to delay in prosecution caused by obstruction and the use of money as oppression, the plaintiff could not retrieve assets converted by the eight defendant in a timely manner and the loans were turned over to the fourth and first defendants for prosecution.
26. At the material time the first defendant represented the eight defendant in cause 630 of 2007. There is early email evidence indicating involvement of the third defendant (Head of litigation and managing partner of the first defendant firm) direct involvement in aspects of both cases which was an obvious conflict of interest.
27. In an attempt to save his investments in one of his properties, (the other having been sold by the fourth defendant far below its real value in July 2014) and with a good factual and legal basis to support a just decision in the trial of cause 630 of 2007. The plaintiff wrote the fourth defendant Bank on 18 March 2015, requesting consent to transfer the legal title of Block 14CF Parcel 89 before trial, from his mother's to his name.
28. To support the claim of a pending judgment in his company's favor the plaintiff supplied an employee of the fourth defendant Bank with whom he enjoyed a

special relationship of trust, copies of a well-researched and argued analysis of the issues in cause 630 of 2007.

29. The plaintiff communicated this and other documents related to cause 630 of 2007, along with a confidential cover letter dated 17 March 2015. The content of which was the intent to settle the debt for Block 14CF Parcel 89 with the fourth defendant after resolution of the lawsuit. In order to prevent any loss of his equity in the family property and to avoid later conflicts with his siblings in regards entitlement
30. Confidential information is here defined widely to include information "concerning any property which the recipient thereof, is not, otherwise in the normal course of business authorized by the principle to divulge".
31. It is now known that the fourth defendant exchanged the plaintiff's documents with the first and third named defendants with whom they have a fiduciary relationship. Among the documents was the plaintiff's well research legal and factual argument.
32. The first defendant and its attorneys clandestinely and without consent of the plaintiff misused the information to gain a strategic insight into the plaintiff argued case and the confidential and privileged cover letter was filed and relied on as evidence to support the strike out cause 630 of 2007.
33. At the material time in which the fourth defendant exchanged the plaintiff's confidential proprietary documents with the third defendant, the fourth defendant knew or ought to have known of the conflict of interest.
34. The fourth defendant had the choice to have made their decision in house or engage an attorney in the Bahamas if an out of house legal service was required, which can be proven it was not nor was it obtained. But the employee who knew or ought to have known there was a conflict of interest ignored her duty of care as a professional Banker and exchanged the information with the first and third defendants in a manner resembling "tipping".
35. In fact the plaintiff had mentioned to the bank loans collection officer in an email dated 12/8/14 that the first defendant was the attorney for the party with whom his company was in litigation.
36. The plaintiff's work enabled the second and third defendants a considerably more robust assessment of the strength of CRL's cause of action and the weakness of their own defense; which they knew had no basis in fact or law.

37. The plaintiff's documents exchanged in confidence with the fourth defendant were therefore not without value or lacking the quality of confidentiality when it was misused; even if constituting little more than the obvious to some.
38. The plaintiff first discovered his proprietary information was exchanged with the first defendant on 14 May 2015, after finding a copy of the cover letter to the fourth defendant filed in the Trial Bundle of the eighth defendant which was prepared by the first defendant to support the strike out summons.
39. Subsequent attempts by the plaintiff to obtain discovery into the reasons for this breach of confidence, the CRPL and a Grand Court order regulating exchange of the skeleton arguments in cause 630 of 2007, has been frustrated by the fourth defendant. The fourth defendant's lack of prompt care and attention to the reported breach of confidence and misuse of the customer's information is further proof of a lack of care and suggests at least tacit support to the first defendant.
40. Evident from the strike out of cause 630 of 2007 on 20 May 2015, is that the misuse of the plaintiff information exchanged with the fourth defendant played a crucial role in achieving the result the defendants desired to achieve since cause 630 of 2007 was filed with the court in February 2008.
41. In a claim found in the tort of misuse of confidential information, misuse can be conscious or subconscious and can be inferred and loss need not be proven. *CF Partners (UK) LLP v Barclays Bank Plc* [2014] EWHC 3049 (CH), [2014] All ER (D) 1791 (Sep).
42. The abuse of process associated with the unlawful misuse of the plaintiff's confidential information in the judicial proceeding on 20 May 2015, when seen in light of the other illegal litigation misconducts of the first defendant, leaves little doubt that litigation of cause 630 of 2007 had not lasted 8 years because of faults attributable to the plaintiff.
43. Every legal decision made in favor of the eighth defendant was achieved by illegalities which are clearly identifiable in the records of the court. There should be no denial that the unauthorized use of information protected by the court and statute should be an abuse of process. And may give rise to a civil and criminal claim of breach of a lawful and equitable duty of confidence by the named defendants.

44. However, the misuse of the plaintiff Skelton argument already in March 2015 formed part of a much wider conspiracy to misappropriate the plaintiff's property which was at the core of cause 630 of 2007.
45. The striking out of cause 630 of 2007 and the dismissal of CRL's legitimate and well-argued cause of action as an abuse of process. While protecting as legitimate the unsupportable counterclaim by the eight defendant, without providing written reasons for the judgment, casts shadows of doubt on the very integrity of the judicial administration in the Cayman Island.
46. The first three defendants and the seventh and eight defendants collectively filed and supported a defense in cause 630 of 2007 with an affidavit which deposed no reasonable grounds in fact or law for the defense. Their collective actions cannot logically be explained without reference to their improper ulterior objective.
47. It is in the record of the court that on the 12 June 2009 during a judicially sanctioned proceeding to hear an application brought by the eight defendant for security for costs, that the first, seventh and eight defendants evoked the coercive power of the court to delay, and oppress the lawful cause of action of the plaintiff's company Caribbean Restaurant Limited.
48. It has all along been clear that the evidence presented in support of the eight defendant's application for US\$44,000 as security for the eight defendant's costs was supported with an untruthful affidavit made out by the seventh defendant. When he had no direct knowledge of the facts he deposed and did not list the name or names of the source of his personal knowledge and belief since his desire was to seek secret the agency of the seventh defendant.
49. It was the defense's intent to conceal the agency of the seventh defendant as the property manager of the eight defendant. The seventh defendant had personally carried out the unlawful lock out of the plaintiff from his business premises on 22 May 2007, and to conceal this material fact, the agency of the seventh defendant was concealed.
50. Thus seventh named defendant was never called upon to provide any evidence in regards the eight defendant's defense, counterclaim, or application for costs. His agency was denied at the 12 June hearing for security of costs.
51. The collective intent to grossly mislead the court as to the personal knowledge of the sixth defendant in regards the most important material question at issue; and thereby conceal the one defense witness with personal knowledge of the

unlawful eviction and the unjust enrichment of the eight defendant, was an act of criminal intention.

52. Especially, when this important witness to the material facts of the case is made to mischievously reappear in March 2014, after the lack of capacity of the sixth defendants as a witness of fact had been uncovered. Immigration records reveal that the six named defendants only dates in the Cayman Islands were: 27/3/08 to 2/4/08. 30/3/09 to 3/4/09. 5/5/10 to 11/5/10, 1/2/01 to 16/2/01, 19/4/06 to 29/4/06, **19/7/07 to 20/7/07.**

53. The sixth named defendant had no personal knowledge of the central issue in dispute as had been dishonestly suggested. His allegation that the plaintiff had abandoned the business by vacating Unit 19 "The Strand" before 25 April 2007 was gross and intentional fraud made out in sworn evidence to the court.

54. This untruthful defendant was held up to the court by the second defendant on 20 May 2015 as a person with capacity to give evidence but had to be stood down to save costs which the plaintiff would have been responsible for paying.

55. However, court files of cause 530 of 2007 evidences no copy of a subpoena ever being issued for the attendance of the sixth named defendant as a witness of fact at the listed trial and it can be assumed he would not have appeared freely within the court's geographical jurisdiction.

56. The fifth defendant brought this gross misrepresentation of a central material fact to first defendant's attention and his concerns are recorded in his emails to the first defendant on the 25/8/09, 27/9/07, 20/10/09 and 26/11/09.

57. It the false affidavit evidence of the sixth defendant was corroborated by the oral submission of the first defendant (Campbell's attorney Marlis Crinis) denying the agency of the seventh defendant. This equals the fraud on the court which first evoked the coercive power of the court against the interest of justice in cause 630 of 2007.

58. The order of the court was that the plaintiff in that cause paid into court the sum of CI\$10,000 and that the action be stayed until such time as the funds were paid into court.

59. This was a legal victory for the sixth defendant who sponsored the litigation as the director responsible for the day to date activities of the eight defendant. The security for cost order was oppressive and obstructed the prosecution of the matter for four years.

60. During this time the eight named defendant made no attempts to move forward with its counterclaim and then brought its first summons to strike out the cause of action for want of prosecution, when litigation was resumed in August 2013.
61. The evidence is in the records of the court that this unlawful conspiracy was brought many times to the attention of the defendants and the court but remained unsanctioned while it eroded the possibility of justice being done.
62. "While the attorney should represent his client with singular loyalty, that loyalty obviously does not demand that he act dishonestly or fraudulently; on the contrary his loyalty to the court as an officer thereof, demands integrity and honest dealing with the court. And when he departs from that standard in conduct of a case he perpetrates fraud upon the court."
63. The conspiracy by the sixth and seventh defendants to constructively evict the plaintiff's restaurant began in early November 2006 when the water supplied to the premises were shut off for six days causing substantial financial and reputational harm.
64. The plaintiff made an equitable demand for compensation in the amount of CI\$21,000 when the water was gain shut off on 1 March 2007. This lead again to the water being shut off on 1 May 2007 and the locks being changed on 22 May 2007. The defendant did not address the plaintiff's equitable cross claim.
65. The origin of the conspiracies was uncovered in March 2014 after the court ordered discovery in cause 630 of 2007. In a 3/1/2007 email between the sixth and seventh defendants the latter wrote: "Sean, Please give me written authority to shut of his water supply, and start the eviction process immediately to curtail any further indebtedness to Frontline...Your prompt assistance is urgently needed for me to handle this matter as I see fit."
66. In a later email to the sixth defendant and others with the date and time stamp 3/1/2007, 12:36:08 PM, the seventh defendant wrote: "Lorraine; Thank you! I just picked the information off the fax. I will turn off the water supply now. Any further developments I will notify you".
67. "Ms. Lorraine" was the assistant of the sixth defendant who lived in Core Ireland at all times relevant to this matter but has claimed he was responsible for the day to day operation of "The Strand" in Grand Cayman.

68. The email of 3/8/2007 penultimate paragraph reads: "Considering this nut-job's crappy attitude, I suggest that the eviction notice should come from your Attorney Roger, which I have, c.c. In addition, maybe Roger could give a written opinion, whether Mr. McField has any grounds to sue Frontline for me going to turn off Unit 19's water supply again, which is outstanding at this time as well."
69. It can be said that there was a conspiracy between the named defendants as the term is interpreted in the relevant cases. It can also be said that these two original conspirators' acted pursuant to a common design for the dominant purpose of using unlawful means with the intent of injuring the plaintiff economic interest.
70. The eighth defendant had purchased Unit 19 "The Strand" in February 2006, after the plaintiff's company had carried out extensive renovations and remodeling of Unit 19 as a first class restaurant and lounge.
71. The plaintiff and partner invested more than US\$ 700,000 in their efforts to make the business a success among the upscale residents and visitors in the Seven Mile Beach area of Grand Cayman.
72. At the time the business was converted it was insured for CI\$600,000, although the money invested in making it profitable was several hundred thousand more.
73. Having inherited a lease which was very favorable to the plaintiff's company the sixth defendant was soon looking to improve its monthly rents to service its large mortgage. Aware Unit 19 was worth far more than the plaintiff's company paid in monthly rent, the sixth defendant along with the seventh defendant sought ways to evict the plaintiff from his business and release the premises.
74. The penultimate sentences in seventh defendant's email dated 3/15/ 2007: "It is my opinion that without water in a restaurant, it cannot function thus forcing them to pay as it did last time"; discloses the means used to constructively evict the plaintiff's business on 1 May 2007.
75. There was no clause in the lease to have prevented the plaintiff from removing all which was considered, fixtures, fittings and chattels. The addendum of the 7 April lease reads:

76. "All existing fixtures, chattels, and or equipment as presently exists do of April 20/05 shall belong to the new tenant subject to Outbacks agreement". The estimated value of the large commercial kitchen inherited by the plaintiff was US\$ 200 , 00.
77. What prevented the removal of these assets was willful seizure and misuse of the court to maintain conversion. This formed the motive for the fictitious legal argument by the defense that the lease was a nullity.
78. The premises were leased to a new tanant with all of the plaintiff's company's improvements, for an improved annual rental of CI\$209, 000,00 for the 1st to 3rd years and CI\$219, 219,534,00 for the 4th to 5th years.
79. The improved monthly income in rent was over eight thousand Cayman Islands dollars. Therein lies the economic motive for the expensive subversion of the integrity of the Administration of Justice in the Cayman Islands. It was to conceal the misappropriation of assets in its real estate value that the eight defendants again turned to the court on 20 May 2015.
80. At the hearing of the summons to strike out cause 630 of 2007, the second defendant advanced the deliberate untruth that Campbells made an open offer to plaintiff 12.12.07. This is a fiction as there is no Campbells' open letter to CRL dated 12.12.07.
81. It could only be the case that the letter held out to the court as the open settlement offer Campbells made to the plaintiff on 12.12. 07 is the open offer Campbells made to the plaintiff 12.12.14. The letter is undated however the email print out of a copy the second defendant was ask to resend to the plaintiff 17 March 2015 evidences the PDF date 12.12.14
82. It was to corroborate this fictitious claim the CRPL was breach by the filing of the plaintiff's 17 March 2015 private and confidential letter to his Bank. In the cover letter to his Bank, the plaintiff makes mention to a settlement offer he had refused but he did not mention a date.
83. The offer letter filed in the Defendant's Trial Bundle for strike out has no date affixed, to the intent was to hold up and undated settlement offer as the alleged offer dated 12.12. 07.
84. The intent was to hold out that an offer of all which the plaintiff would be entitled to under the law for unlawful eviction was offered before the plaintiff began with court action in February 2008.

85. This and other misrepresentations made out were to suggest to the Hon. Justice that the plaintiff had continued litigation not out of a need for justice but because he desired to make everybody's life a continuing living hell to obtain funds to pay the fourth defendant in order to save Block 14CF Parcel 89 from force sale.
86. This fraud on the court is also exposed by the 4 March 2011 email from first and second defendants to the fifth defendant which reads: "Our client does not intend to offer your client any sums in settlement of this claim, which it considers to be totally unmeritorious and bordering on vexatious. In the circumstances, this conversation is unnecessary".
87. The second defendant's 17 June 2014 offer, after the 4 January 2014 order by Hon. Chief Justice Anthony Smelle to consider settlement of the proceedings was CI\$17500 for there is email evidence. This was for the amount the court had ordered as security for the defendant's cost. At that date there was no offer in the amount held out as having been offered 12.12.07.
88. It is plain and obvious that filing and relying on the plaintiff confidential letter was a breach of Section 3 of the Cayman Islands Confidential Relationships Preservation Law (2009 Revision) which had the criminal intent of deceiving the court in regards the litigation conduct of the plaintiff.
89. It is also plain and obvious that the only logical inference which can now be drawn from this misconduct is that the first, second, third and eighth defendants also misused the plaintiff's legal and factual argument which was protected against untimely disclosure by a Grand Court order.
90. The plaintiff relies on established law in England to support the claim that misuse of the plaintiff skeleton argument can be inferred from the fact that it influenced the first, second, third defendants to embark on a course of action otherwise than for the purpose for which the information was intended.
91. Disobedience of a Grand Court order is contempt of court and the filing of a document subjected to attorney/client privilege and protected by statute, equity and conscience is fraud on the court.
92. To prevent the trial of the issues and the concealment of fraudulent misconduct particularly by the sixth and seventh defendants who were held out to be the material witnesses of facts in the proceedings. The defense brought their late

summons to strike out CRL's claim as an abuse of process. The reasons reasonably inferred for this preemptive motion are:

93.(a) There was no subpoena filed for the sixth or seventh defendants, the only alleged witnesses of fact scheduled to appear at trial. There was not a single defense witness willing to attend trial.

(b) The plaintiff had communicated to the second named defendant that the witness statement of the seventh defendant deposed in March of 2014 was made out to intentionally mislead the court in its assessment of quantum damages.

(c)The English case of Brett v The Solicitors Authority [2014] EWHC 204 (Admin) had been relied on in the plaintiff's misused skeleton argument to point out to the court the seriousness of the responsibility of an officer of the court when taking witness statements and the consequences for assisting in designing misrepresentations.

(d) The witness statement of the sixth defendant who lived at all material times away from the Cayman Islands would not be a defense against unlawful eviction.

(e) The sixth named defendant had already committed perjury in his second affidavit, and an email send to him on 22 May 2007, the day the locks were changed on Unit 19, was proof that at all material times he knew and the defense attorneys knew, his claims in regards the plaintiff's business vacating Unit 19 "The Stand" was a deliberate fraudulent misrepresentation of the most important material issue in the case.

(f)The plaintiff had made known to the first and second defendant his intention to seek committal of the sixth defendant on the grounds perjury. The fact that the second defendant knew the perjury and was called upon many times to correct the records but refused to do her duty as an officer of the court made her guilty of gross misconduct.

94.The former attorney of the plaintiff, the fifth defendant was removed as the attorney on record in cause 630 of 2007 in or about August 2013 for failure to act in a timely manner or at all.

95.He was informed his services would no longer be retained by the plaintiff by email on 31March 2011. The fifth defendant's response came several weeks

later on 20 May 2011. Even at this point the fifth defendant had failed his duty to act in a timely manner.

96. The Minute of Order of the Hon Justice Williams of Cause 630 of 2007 dated 8 August 2014 clearly reveal: (a) the plaintiff was given 30 days to pay into court CI\$ 10,000 as security for the defendant's costs. (b) Within 14 days of the plaintiff making the payment to file summons for directions.

97. The amount of CI\$10,000 as security for the defendants costs were paid into court 7 July 2009. The Hon Justice Williams minutes reveals: (a) 23rd November McField affidavit sworn (filed 10 February 2010 plaintiff summons for directions to trial).

98. The fifth defendant was instructed dozens of times to move forwards to trial as was the intention when 10 February 2010 summons for directions was filed although filed late due to the fault of the fifth defendant. The plaintiff had every good reason after paying to court the ordered sums to be provided with a remedy for harm done to his economic interest.

99. The fifth defendant continued to fail in his duty to act in a timely manner and in his duty of honesty. After the plaintiff agreement with the fifth defendant was terminated he was asked to deliver up the plaintiff records in regards cause 630 of 2007 but refused.

100. The plaintiff subpoenaed the fifth defendant to attend trial listed for 19 to 21 May 2015 as a witness of fact. The fifth defendant made his objection to appearing at court known to the Hon. Justice listed to hear the cause in a 19 May 2015 ex parte email copied solely to the second defendant.

101. The Hon. Justice personal assistant replied to the fifth defend. The reply reads: "...your email below has been received and your position has been noted" The email was copied to the second defendant however not to the plaintiff.

102. In the circumstances it can be reasonably inferred that the second and fifth defendants had discussed the strike out application before the ex parte email was sent to the Hon Justice.

103. This was at least tacit support for the strike out of cause 630 of 2007 as the ex parte communication was designed to defame the plaintiff handling of the lawsuit; and was made known to the second defendant one day before the hearing.

104. The intent of the communication was to corroborate the allegation which was made at the strike out hearing; namely that the plaintiff's dishonest character was the sole author of his misfortune. By submitting the false allegation that the plaintiff refused to pay fees into his office , which is denied.
105. A close analogy would be a case where the senior attorney rises in court then walks over first to the Trier of fact whispering in her ear. Then walking to the defense attorney whispers in her ear then walks in silence from the court room.
106. The only difference in the above analogy and the real case which was before the court on 20 May 2015, is that it is now known that the communication was relative to the pending matter. In the analogy we will never know and can be misled as to the intent and content.
107. Although the alleged bad behavior and dishonestly of the plaintiff outlined in the ex parte email to the Hon. Justice did not go to the merit of the cause, the plaintiff's behavior towards his former attorney was relative to the matter of abuse of process being decided.
108. The subpoenaing of the fifth defendant as an important material witness did not automatically waive the attorney-client privilege. Therefore, the fifth named defendant was in breach of an equitable duty of confidence when he took up his ex parte communication with the Hon Justice. When the information the fifth defendant was being called to testify too was none privileged factual matters.
109. The information the fifth defendant copied to the second defendant was confidential information related to representation. The intent of the email was therefore to create an unfair advantage for the conspirators by casting the plaintiff in a bad light. While the 4 March 2011 email from fifth to second defendant stated:
110. "I have a CD that I would like you to review which has a video on it and photographs which will go to show that the business space was still being used by my client and thus goes to the fundamental issue of occupation".
111. The 20 October 2009 email of the fifth defendant to Melanie Crinis of Campbells stated: "I am surprised and concerned that you have not responded to my letter dated 25 August 2009 and delivered to your office by hand on 26 August 2009. It is vital that progress is made in this case and in particular it is equally important to narrow the issue between the parties thus saving time and costs."

112. "I must now pres you to answer the question as set out in the aforementioned letter. I simply need to know whether you are maintaining the position as represented by you to Foster J "..... that Mr. Woodward DaCosta was not an agent on behalf of the Landlord and so the Landlord did not know that Mr. Da Costa had anything to do with the locking of the doors of my client's business premises.... The answers to these questions are long overdue and I require your response to this letter by 23 October 2009. If you do not address this issue then I will have to address this matter separately before the court".
113. Therein lies the evidence of: (a) the agreed intent to subvert the Administration of Justice by a conspiracy to deceive the court on 12 June 2009 at which the plaintiff was present. (b) abuse of process by the first, second, third, sixth and eight named defendants (c) extrinsic fraud on the court (d) the reasons for the fifth defendant refusing to obey being subpoenaed as a material witness and (e) that the disciplinary process of the Cayman Law Associations is not an adequate means of promoting the public policy of requiring attorneys to be candid with the court, without which there can be no rule of law.
114. As is evident from a reading of the defendant's skeleton argument to support the abuse of process allegation against CRL phrases like "hectoring and threatening correspondence with Campbells" were used in written and oral submissions as below revealed:
115. "Dr. McField was prepared to come to court without informing the court the plaintiff company had been struck from the registry". "When he found out he sent at least two bizarre emails threading to make reports to the anti-corruption commission and the RCIP's Financial Crime Unit".
116. The second and fifth defendant contumacious conduct demonstrates their common intent to conceal important material evidence from the court. Their combine actions to prejudice the court against the plaintiff makes them part of a conspiracy to harm his economic interest, fair trial rights and the interiority of the court.
117. When a decision is taken it must be done using sound judicial reasoning and in this case the plaintiff should have access to a written judgment stating to what extent the finding of abuse of process was attributable to the conduct of CRL. Especially, when a prima-facie case has been demonstrated that the inability of CRL to prosecute its claim was due to the unfair litigation tactics of the defense.

118. Denning LJ in a famous dictum stated: No court in this land will allow a person to keep an advantage which he has obtained by fraud. No judgment of a court, no order of a Minister, can be allowed to stand if it has been obtained by fraud. Fraud unravels everything. The court is careful not to find fraud unless it is distinctly pleaded and proven, but once it, is proved, it vitiates judgments, contracts and all transactions whatsoever..."
119. It is plain and obvious that the defendants all participated in the abuse of process on 20 May 2015. If the essence of abuse of process tort is misuse of the power of the court, and it an act done in the name of the court and under its authority for the purpose of perpetrating an injustice.
120. SPL's counterclaim was unjustified and brought in bad faith for its not to have been dismissed based on the plaintiff written submission to the strike out summons infers that the plaintiff was a victim of a legal abuse which used as its bullets alleged claims against his characterThe filing of a defense rooted in deception against a civil claim supported by the defendants own evidence calls for a remedy. If the general premise that where there is a wrong there should be a remedy is to remain the cornerstone of our legal system of justice.
121. In light of Lord Denning dictum it is the prayer of the plaintiff that the judgment in cause 630 of 2007 be revisited as it appears in the interest of justice to do so.

AND the plaintiff claims:

- (a) Damages for intentional interference with prospective economic advantage
- (b) Damages for unlawful disclosure and misuse of confidential information
- (c) Damages for intentional infliction of emotional and financial pain
- (d) Damages for lost of personal and business credit standing
- (e) Punitive damages
- (f) Injunctive Relief against sale of Block 14CF Parcel 89 below its true value
- (g) Whatever other remedies the honorable court may order.

These Particulars of Claim were prepared and served by Dr. Frank McField, JP, P. O. Box 10557 KY1 -1005 Cayman Islands/ Address for service: C/O Christiane S. McField at Bedside Manor Market Street Camana Bay, Grand Cayman

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE OF 2015

IN THE MATTER OF THE CONVERSION OF SECURITY DEPOSIT

AND: IN THE MATTER OF A BREACH OF A LEGAL AND EQUITABLE DUTY OF CONFIDENCE

AND: IN THE MATTER OF AN UNLAWFUL AND INEQUITABLE DISCLOSURE AND MISUSE OF CONFIDENTIAL INFORMATION

AND: IN THE MATTER OF AN UNLAWFUL MEANS CONSPIRACY

AND: IN THE MATTER OF LEGAL MALPRACTICE AND DEFERMENT

AND: IN THE MATTER OF UNFAIR AND DECEPTIVE LITIGATION PRACTICES

AND: IN THE MATTER A MELICIOUS ABUSE OF PROCESS/MELICIOUS DEFENSE

AND: IN THE MATTER OF A BREACH OF A EQUITABLE DUTY OF CARE

AND: IN THE MATTER OF AN EQUITABLE STOPPAGE OF THE SALE BLOCK 14CF PARCEL 89 RBC BELOW THE FAIR MARKET VALUE UNTIL CONCLUSION OF THESE MATTERS

AND; IN THE MATTER OF THE INTENTIONAL INFLICTING OF EMOTIONAL DISTRESS

AND: IN THE MATTER OF A MOTION FOR THE COURT TO REVIEW OR SET ASIDE COURTS SAID JUDGEMENT DELIVERED ON 20 MAY 2015 IN CAUSE 630 OF 2007

AND: IN THE MATTER OF AN APPLICATION FOR DAMAGES

BETWEEN: FRANK SWARRES MCFIELD

PLAINTIFF

AND: CAMPBELLS ATTORNEYS AT LAW/ FIRST NAMED DEFENDANT

AND: KIRSTEN HOUGHTON/SECOND NAMED DEFENDANT

AND: ROSS MACDONOUGH/THIRD NAMED DEFENDANT

AND: RBC (BAHAMAS) & (CAYMAN) LIMITED/FOURTH NAMED DEFENDANT

AND: CLYDE ALLEN/FIFTH NAMED DEFENDANT

AND: SEAN MINITER/SIXTH NAMED DEFENDANT

CONT/from page 1

AND: WOODWARD (WOODY) DACOSTA/SEVENTH NAMED DEFENDANT

AND: STRAND PROPERTY LIMITED/EIGHTH NAMED DEFENDNA


STATEMENT OF TRUTH IN SUPPORT OF PARTICULARS OF CLAIM

I, Dr. Frank Swarres McField, JP compiled the information contained in the attached Particulars of Claim in the above matters and swear that the facts contained therein are truthful to the best of my knowledge and belief.

SWORN BEFORE ME: *this 29th day*
of September 2015


Dr. Frank Swarres McField, JP



 **GILBERT MCLEAN**
Justice of the Peace
ID #GM101203

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE OF 2015

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AND: STRAND PROPERTY LIMITED/EIGHTH NAMED DEFENDANT

DEFENDANTS

**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 by the Plaintiff (tick box) Yes No

(Signed).....

Attorney for:

Please complete overleaf

Plaintiff name [Dr. Frank McField , P.O Box 10557KY1-1005 Grand Cayman , Cayman Islands/Co
Christiane Schutte McField At Bedside Manor , Camana Bay, Grand Cayman

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 principle office.

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

Plaintiff name Dr. Frank McField , P.O Box 10557KY1-1005 Grand Cayman , Cayman Islands/Co
Christiane Schutte McField At Bedside Manor , Camana Bay, Grand Cayman