

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CIVIL DIVISION

CAUSE NO. OF 2016

0014

BETWEEN: HERNEL PERRY

MARVATEEN E. PERRY

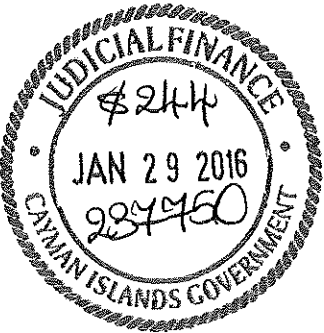
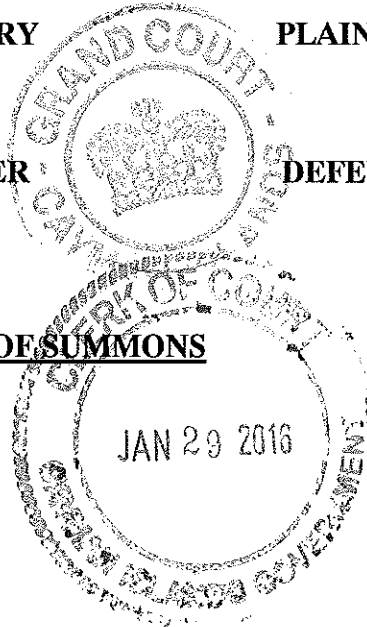
PLAINTIFFS

AND: GLENROY A. MILLER

DEFENDANT

WRIT OF SUMMONS

TO: GLENROY A. MILLER  
46 Double Tree Lane,  
17 Blossom Apts.,  
Grand Cayman,  
Cayman Islands



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. Box 495G, 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 29<sup>th</sup> day of January 2016.

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 Acknowledgment of Service are given with the accompanying form

**IN THE GRAND COURT OF THE CAYMAN ISLANDS**

**CIVIL DIVISION**

**CAUSE NO. OF 2016**

0014

**BETWEEN: HERNEL PERRY**

**MARVATEEN E. PERRY**

**PLAINTIFFS**

**AND: GLENROY A. MILLER**

**DEFENDANT**

**STATEMENT OF CLAIM**

1. The Plaintiffs at all material times are husband and wife and they reside at 31 Wren Lane, George Town, Grand Cayman, P.O. Box 677, KY1-1107, Cayman Islands.
2. The Defendant at all material times was and is the registered proprietor of Land registered in the Land Registry us Savannah, Block 28B, Parcel 233H17 located on 46 Double Tree Lane and know as apartment No.17, Blossom Apartments.
3. On or 9 December 2011 the Defendant offered to sell apartment No.17 to the Plaintiffs of which the Plaintiffs agreed to purchase.
4. Pursuant to the said offer and acceptance, the Defendant and the Plaintiffs entered into a written agreement on 9 December 2011 for the sale and purchase of apartment No.17 to and by the Plaintiff. The said written agreement was styled as a "Contract of Mortgage Loan Apartment Property with all furniture and contents".
5. A fundamental term of the said written agreement was and is that in consideration of the sum of CI\$ 180,000:00 paid by the Plaintiffs to the Defendant, the Defendant would transfer all his legal and beneficial interest

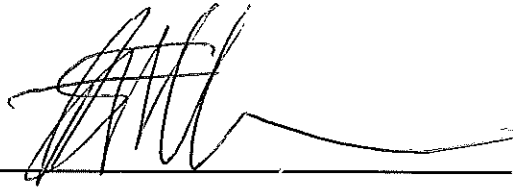
in apartment No.17 to the Plaintiffs including the Defendant's obligations pursuant to the Mortgage by First Caribbean Development Bank. The Defendant put the Plaintiffs in possession of apartment No.17.

6. Pursuant to the said written agreement between the Plaintiffs and the Defendant the Plaintiffs have paid the Defendant the sum of CI\$ 10,020:00 directly and the sum of CI\$36,500:00 to First Caribbean Bank for the Defendant's Mortgage payments and the sum of CI\$7,336:00 for strata fees for the said apartment No.17.
7. Before entering into the said agreement with the Plaintiffs the Defendant assured and warranted to the Plaintiffs that he had notified First Caribbean Development Bank of the Sale and purchase of apartment No.17. However, the Plaintiffs subsequently discovered that the Defendant had not notified the Bank and could not sell apartment No. 17 without the Bank's permission and that the Defendant left the Cayman Islands without transferring or arranging to transfer apartment No.17 to the Plaintiffs.
8. On or about the 22 day of December 2015 the Defendant returned to the Cayman Islands and retook possession of apartment No.17 after the Plaintiffs had it rented to try to recover the monies that they had paid out so far.
9. In order to induce the Plaintiffs to make the said payments to the Defendant the Defendant fraudently represented to the Plaintiffs that the Defendant had the permission from First Caribbean bank to sell apartment No.17 to the Plaintiffs and transfer a good title to them.
10. The Plaintiffs acting on the faith of the Defendant's said representation and induced thereby the Plaintiffs parted with their payments to the Defendant.
11. By Reason of the matters aforesaid the Plaintiffs have lost the monies that they laid out and have suffered loss and damages.

And The Plaintiffs Claim

1. The Sum of CI\$ 53,856:00 and interest thereon from the day of Judgment until payment.
2. Damages
3. An Order directing that a caution be placed against the title of Savannah, Block 28B, Parcel 233H17 so as to prevent the Defendant from disposing of his interest therein without settlement of the Plaintiffs Judgment.
4. Such further and or other relief as the Court deems proper.

Dated this 27 day of January 2016



---

**A. Steve McField & Associates**  
**Attorneys- at - Law for the Plaintiffs**

To: The Clerk of the Court

And To: The Defendant  
31 Wren Lane  
George Town  
Grand Cayman  
P.O. Box 677, KY1-1107  
Grand Cayman

**THIS Statement of Claim was FILED by A. STEVE MCFIELD & ASSOCIATES of P.O. Box 680 GT, Grand Cayman, KY1-1107, Cayman Islands, Suite D2, Cayman Business Park, 10 Huldah Avenue, Attorneys-at-Law, whose address for service is that of his said Attorney-at-Law.**



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.*

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