

IN THE GRAND COURT OF THE CAYMAN ISLANDS  
CIVIL DIVISION



CAUSE NO. G 225 OF 2016

BETWEEN:

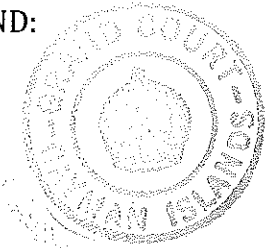
HERMIN DUHANEY

Plaintiff

AND:

RACQUEL DUHANEY

Defendant



**WRIT OF SUMMONS**

TO: Racquel Duhaney  
35 Millet Street,  
Savannah Meadows,  
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 28 days after the service of the Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495, George Town, Grand Cayman, Cayman Islands, the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to 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 judgement may be entered against you forthwith without further notice.

Issued this <sup>rd</sup> 23 day of February 2017.

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

**IMPORTANT**

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

## STATEMENT OF CLAIM

1. The Plaintiff married Vincent Duhaney on 16<sup>th</sup> April 1988.
2. The Defendant is a child of the Plaintiff.
3. The Defendant was born 2<sup>nd</sup> September 1985.
4. That the Defendant went off to university in England in 2004 and returned in 2012 when she was 26 years old. While she was in university, the Plaintiff added the Defendant's name to her bank account and applied for her to get a debit card for her convenience. The Plaintiff often transferred money from the Plaintiff's account to the Defendant's card account so she could cover expenses at school.
5. That while the Defendant was in university, the Plaintiff learnt that she got pregnant and had a baby girl. The Plaintiff further learnt that she left the baby with a family member in New York where the baby lacked genuine care and attention. The Plaintiff love the Defendant very much and arranged to keep the child and have been taking care of the baby until this day.
6. The Plaintiff's husband obtained a loan from First Caribbean Bank for around CI\$40,000.00 and bought property registered on the Cayman Islands land register as Registration Section Savannah Block 28C Parcel 406 ("the Property") as raw land in or around 2004.
7. At that time the Plaintiff and her husband registered the Property in the name of her husband and the Defendant.
8. The Plaintiff and her husband spent their earnings during their marriage paying off the loan and building a house on the Property.
9. The Plaintiff and her husband applied for the final building inspection and it was approved 10<sup>th</sup> December 2012.

10. The Plaintiff have been a Taxi Driver and her husband was a deliveryman. The Plaintiff spent her life's earnings building the house and when the Defendant returned from university the house was already constructed and the Plaintiff has been living there.
11. The Plaintiff has been residing continuously on the Property since 2012.
12. The Defendant was never employed from the time the raw land was bought through the completion of the building and did not contribute anything to the Property.
13. The Defendant got a job only after she completed university at the age of 26 years old at the Cayman Resource Centre in or around 2013.
14. The Plaintiff's husband became very ill and was confined to bed. Since that time, the Plaintiff spent her time home bathing him, lifting him off the bed for his bathroom visits, ensuring he took his medication on time, struggling sometimes too lift him from the bed to the sofa so that he would not get bedsores and taking care of any other need that he had during his illness. The Plaintiff was unable to leave his bedside due to the urgent care he needed.
15. In the presence of the Plaintiff, her husband told the Defendant to add the Plaintiff's name to the Property. The Defendant told the Plaintiff that she would have to go to a Notary Public to sign some forms. The Defendant explained that she could not leave her husband. The Plaintiff and her husband trusted the Defendant to do the addition later and she agreed.
16. The Plaintiff's husband died on 20<sup>th</sup> April 2016. A copy of his death certificate is attached.
17. The Plaintiff recently discovered that the Defendant removed the Plaintiff's husband's name from the title of the Property which leaves the Defendant as the sole proprietor. A copy of the land register is attached.


- 18.** That the Defendant has been living with the Plaintiff at the Property since between January and February 2016. The Defendant got married on 6<sup>th</sup> August 2016 and now her husband has moved into the Property.
- 19.** The Defendant has made several amendments to the Property including the removal of fruit trees which the Plaintiff planted and nurtured over the years. The Defendant has readjusted the Plaintiff's furniture in the house forcing them into a corner of the house and by default the Plaintiff was forced to reside in one bedroom of the house.
- 20.** The Defendant and her husband does not speak to the Plaintiff.
- 21.** The Defendant changed the locks on the doors and the Plaintiff is forced to find an alternative place of temporary accommodation. The Plaintiff is residing with a church friend temporarily but he clothes and personal belonging are still at the Property.
- 22.** The Plaintiff has an interest in the Property and is therefore entitled to the peaceful enjoyment of my home.
- 23.** The Plaintiff do not mind that the Defendant inheriting the Property after the Plaintiff's passing but the Plaintiff would like to live there until my passing. The Plaintiff has no husband to take care of her, no other place to permanently live. The Plaintiff is of the age where she cannot qualify for a mortgage.
- 24.** The Plaintiff my only aim is to live in peace at the Property which she has worked very hard to build until she dies then the Defendant can have it thereafter.
- 25.** The Defendant is hindering the Plaintiff from quiet enjoyment of her home and property.
- 26.** The Defendant has cause the Plaintiff pain and suffering and much stress as a result of changing the locks on the property with even notifying the Plaintiff.

AND THE PLAINTIFF claims:

27. The Plaintiffs claim is for the Defendants to provide compensation in the amount of CI\$150,000.00 for her interest in the Property; and
28. All furniture and appliances and all other items that the Plaintiff has stored on the Property including but not limited to an electrical generator and tools.
29. Damages; and
30. Damages to the Plaintiff's Property; and
31. Costs; and
32. Further or other relief as the Court deems fit.

If within the time for returning the Acknowledgment of Service, the Defendant undertakes to vacate the Property further proceedings will be stayed.

  
\_\_\_\_\_  
The Plaintiff

  
\_\_\_\_\_  
Sonia Bush & Associates Law Firm  
Attorneys for the Plaintiff

**This Writ** is filed by Sonia Bush & Associates, Attorneys-at-Law for and on behalf of the Plaintiffs herein whose address for service and correspondence is Grand Pavilion Commercial Center, 802 West Bay Road, P.O. Box 11139, Grand Cayman, KY1-1008 Cayman Islands.

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICES  
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 "Statements of Claim" appear on the top of page 2) the Defence must be served within 28 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgement is served on the Defendant.

If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 28 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 judgement 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 is 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 28 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 (.....)" his name.
6. Where the Defendant is a LIMITED COMPANY the form must be completed by an Attorney or by someone authorized 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 THE GRAND COURT OF THE CAYMAN ISLANDS  
CIVIL DIVISION

CAUSE NO. 225 OF 2016

BETWEEN:

HERMIN DUHANEY

Plaintiff

AND:

RACQUEL DUHANEY

Defendant

**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 Delay may result in judgment being entered  
directions and notes for guidance carefully against a Defendant whereby he may have  
before completing this form. If any to pay the costs of applying to set it aside.  
information required is omitted or given  
wrongly, THIS FORM MAY HAVE TO BE  
RETURNED.

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 box)  
Yes No

Service of this Writ is acknowledged accordingly

(Signed) \_\_\_\_\_  
Defendant/Attorney for the Defendant

**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 communication for him should be sent. In the case of a limited company, "residence" means its registered or principal office.

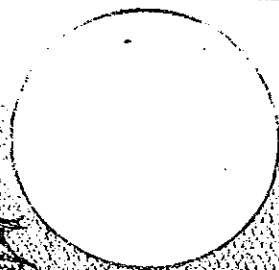
Indorsement by Plaintiffs Attorney (or by Plaintiffs if suing in person) of his name, address and reference, if any, in the box below.

Sonia Bush & Associates Law Firm  
Attorneys-at-Law  
Grand Pavilion Commercial Center,  
802 West Bay Road,  
P.O. Box 11139  
Grand Cayman, KY1-1008  
Cayman Islands.

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

JAMAICA

Registrar General's Department



DEATH REGISTRATION FORM

1. DEATH IN THE DISTRICT OF MANDEVILLE

2. PARISH: MANCHESTER

4. PLACE OF DEATH: MURRAY'S RETIREMENT HOME 4 KNOWLES ROAD MANDEVILLE

PARTICULARS OF DECEASED

8. Date of Death: TWENTIETH APRIL 2016

6. Full Name: VINCENT DUHANEY

7. Sex: MALE 8. Condition: MARRIED

9. Age: 59.00 years nil months nil days

10. Occupation or calling: TAXI OPERATOR

11. Birthplace: ST CATHERINE

DUAL RESIDENCE OF DECEASED

12. (a) Residence: 55 OAKMILL STREET

(b) Town or Village: GEORGE TOWN

(c) Parish: GRAND CAYMAN

13. Cause of Death: CAUSE OF DEATH

(i) (Immediate cause)

(a) STROKE

(b) PULMONARY EMBOLISM

(c) HYPERTENSION

(ii) (Contributory)

DUODENAL ULCER HEART DISEASE

14. Certified by: AUDREY MCCONNELL

Qualification: MBBS

INFORMANT

15. Name and Surname: HERMIN AGATHA DUHANEY

16. Qualification: WIDOW

17. (a) Residence: 160 BONITTO CRESCENT

(b) Town or Village: MANDEVILLE

(c) Parish: MANCHESTER

REGISTRAR'S CERTIFICATE

18. (a) Signed in my presence by the said informant: HERMIN AGATHA DUHANEY

19. Witness:

20. Date: TWENTY SECOND APRIL, 2016

Last line of Vital Data

21. Signed by Registrar



Registrar General's Department

*Deirdre*  
Deirdre English Gösse

Registrar General & Deputy Keeper of the Records







