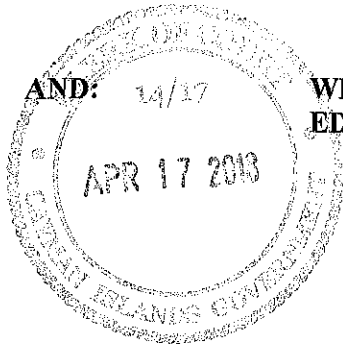


**IN THE GRAND COURT OF THE CAYMAN ISLANDS  
CIVIL DIVISION**

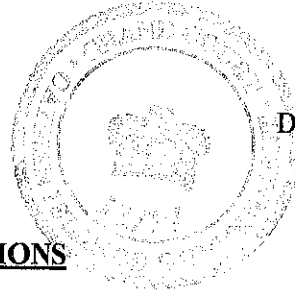
**CAUSE NO. G 0033 OF 2016  
LACV 0176/2016**

**BETWEEN: GRAHAM FENTON ROBINSON AND WILLIAM BERKLEY WHITE AS  
CO-ADMINISTRATORS ~~VELMA ANN SULLY, ADMINSTRATRIX OF~~  
THE ESTATE OF THE LATE EMIL BERKLEY WHITE, DECEASED**

**PLAINTIFF**



**AND: WILLIAM CLAUDE MYLES AND  
EDLIN MCARTHUR MYLES**



**DEFENDANTS**

**AMENDED WRIT OF SUMMONS**

**TO:** William Claude Myles and Edlin McArthur Myles of PO Box 203, Grand Cayman, KY1-1105, 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 495 GT, 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.

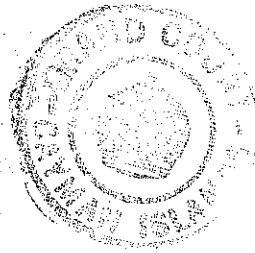
Issued this 17<sup>th</sup> day of February 2016  
Amended this 17<sup>th</sup> day of April 2018

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

**IMPORTANT**

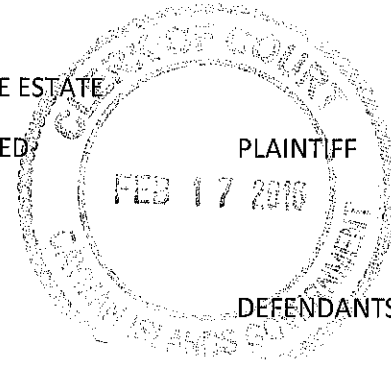
Directions for Acknowledgment of Service are given with the accompanying form.

IN THE GRAND COURT OF THE CAYMAN ISLANDS  
CIVIL DIVISION



G0033  
CAUSE NO. OF 2016

BETWEEN: VELMA ANN SULLY, ADMINISTRATRIX OF THE ESTATE  
OF THE LATE EMIL BERKLEY WHITE, DECEASED



PLAINTIFF

AND: WILLIAM CLAUDE MYLES AND  
EDLIN MCARTHUR MYLES

DEFENDANTS

**WRIT OF SUMMONS**

TO: William Claude Myles and Edlin McArthur Myles of P O Box 2073, Grand Cayman, KY1-1105, 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 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 17<sup>th</sup> day of Feb, 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.

## STATEMENT OF CLAIM

1. Plaintiff is the administratrix of the estate of the late Emil Berkley White, deceased.
2. The Defendants are both businessmen who reside in the district of George Town.
3. The estate of the late Emil Berkley White owns the beneficial interest in a parcel of land legally described as South Sound, Block 15C, Parcel 343 (the "Land").
4. That sometime in late summer of 2011, the Plaintiff, representing the estate, and the Defendants, in their personal capacities, entered into a partially written and partially oral contract by which the estate would sell the Land to the Defendants at fair market value (the "Contract"). The Plaintiff and the Defendants were aware the Land was valuable due to its size and location but did not know at that time its fair market value.
5. That on or around 9<sup>th</sup> August 2011, the Defendants paid a deposit of US\$10,000.00 to the Plaintiff to hold the Land pending a valuation being carried out on behalf of the Defendants by a licensed quantity surveyor and a purchase agreement being drafted and agreed between the parties.
6. That subsequent to this arrangement, the Defendants fraudulently informed the Plaintiff that they would be unable to obtain bank financing unless the Land was transferred to them after which time they would be in a position to pay the Plaintiff the fair market value of the Land.
7. That the Plaintiff, trusting the Defendants, transferred the Land to the Defendants on 26th October 2011.

8. That unknown to the Plaintiff, the Land was not transferred to the Defendants in the normal course because a valuations officer at the Department of Lands & Survey had deemed the stated value of the Land at the time of transfer to be below market value. The Defendants had provided the sum of US\$185,000.00 as the value of the transfer and whilst the Plaintiff was aware of the undervalue, she was told by the Defendants that it was a mere formality necessary to effect the transfer of the Land to themselves and that the Defendants would still honour their commitment to pay the full market value to the Plaintiff.
9. That in April 2012, the Plaintiff, still unaware the transfer had not taken place, obtained a valuation from the firm of BCQS which placed the value of the Land at CI\$525,000.00. The Plaintiff used the valuation to press the Defendants for payment of the purchase price which had now been ascertained. The Defendants falsely promised the Plaintiff that rather than pay the Plaintiff the market value in currency, they would pay the Plaintiff in kind by means of transferring two or three condominiums from the development they proposed to build on the Land once it was completed.
10. That because of the stated value of the Land as certified by BCQS and subsequently, the valuation carried out by the Department of Lands & Survey, the Defendants were aware that the market value of the Land and therefore the payment they owed the Plaintiff was between CI\$450,000.00 and CI\$525,000.00.
11. That notwithstanding this and unknown to the Plaintiff, in August 2012, the Defendants placed a charge on the Land in favour of the Bank of Butterfield in the amount of CI\$260,000.00. The transaction was concealed from the Plaintiff and no monies or other consideration were paid to the Plaintiff by the Defendants nor does it appear that any money was applied to the proposed development. Instead, it appears the Defendants used the Land to obtain financing for an unrelated purpose unconnected to the Contract the Defendants had with the Plaintiff.

12. That over the course of the past four years, the Plaintiff and at times, counsel retained by the Plaintiff, have written to the Defendants requesting the fair market value payment for the Land. In response, the Defendants have fraudulently insisted they needed additional time to obtain bank financing in order to develop the Land or made other excuses and despite having had the benefit of the Land, have continued to refuse to pay the Plaintiff.
13. That contrary to the Defendants' assertion that they proposed to develop the Land and either pay the Plaintiff proceeds in kind or in currency from sales of the development, the Land was never developed and instead was put up for sale. At the present time, the Land remains for sale with a listed value of US\$548,780.00.
14. That sometime in November 2015, the Defendants notified the Plaintiff of their intention to sell the Land for CI\$425,000.00 from which they said they would pay the Plaintiff CI\$150,000.00. The Plaintiff did not agree to this arbitrary payment which is in breach of the Contract.
15. That in January 2016 the Plaintiff made an application to the Registrar of Lands for a Restriction to be placed on the Land to prevent any further dealing with the Land on the basis that the amount of CI\$150,000.00 which the Defendants proposed to pay the Plaintiff is in breach of the Contract and because the Defendants' promises to pay the Plaintiff over the course of the previous four years have never been honoured.
16. That to the Plaintiff's knowledge, the Restriction is pending and has not yet been registered.
17. That over the course of the previous four years, the Plaintiff has tried to register her interest in the Land with the Registrar of Lands and has in addition sought the assistance of the Financial Crimes Unit, all without success.

18. That the Plaintiff was fraudulently induced to transfer the Land to the Defendants on false promises and a breach of contract. The Defendants continue to refuse to pay the Plaintiff the fair market value of the Land according to the Contract or alternatively, transfer the Land back to the Plaintiff.

19. That by reason of the said fraudulent inducement and breach, the Plaintiff is deprived of the market value and use of the Land and continues to suffer loss and damages thereby.

AND THE PLAINTIFF claims:

1. Damages
2. Further or alternatively damages for breach of contract
3. The sum of CI\$525,000.00
4. Interest in the amount of CI\$53,832.62 (calculated from 26<sup>th</sup> Oct 2011 to present)
4. Injunctive relief for an Inhibition to prevent any further dealing with the Land
5. Bailiff and Filing Fees
6. Court Costs
7. Legal Fees

Dated this 17<sup>th</sup> day  
of February, 2016

  
Sharon Roulstone,  
Attorney for the Plaintiff

The Plaintiff's address for service is Roulstone Law, P O Box 10979, Grand Cayman KY1-1007, Cayman Islands  
(email: sr@roulstonelaw.ky)

**DIRECTIONS FOR ACKNOWLEDGEMENT OF SERVICE**

**OF WRIT OF SUMMONS**

1. The accompanying form of Acknowledgement of Service should be completed by an attorney acting on behalf of the Defendants or by the Defendants 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 Acknowledgement of Service that he intends to contest the proceedings must also serve a defence on the Attorney for Plaintiff (or on the Plaintiff if acting person).

If a Statement of Claim is endorsed on the Writ (i.e., the words "Statement of Claim" appear on the top of page 2), the Defense 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 Defendants.

If the Statement of Claim is not endorsed on the Writ, the Defense need not be served until 14 days after a Statement of Claim has been served on the Defendants.

If the Defendants fail to serve their defense within the appropriate time the Plaintiff may enter judgment against them without further notice.

3. A Stay of Execution against the Defendants' goods may be applied for where the Defendants are unable to pay the money for which a 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 installments 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 the 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 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 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.

OF 2016

BETWEEN: VELMA ANN SULLY, ADMINISTRATRIX OF THE ESTATE

OF THE LATE EMIL BERKELY WHITE, DECEASED

PLAINTIFF

AND: WILLIAM CLAUDE MYLES AND

EDLIN MCARTHUR MYLES

DEFENDENTS

**ACKNOWLEDGMENT OF SERVICE**

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 costs of applying to set it aside.

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1. State the full name of the Defendants by whom or on whose behalf the service of the Writ is being acknowledged.

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2. State whether the Defendants intend to contest the proceedings (tick appropriate box)

Yes

No

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3. If the claim against the Defendants is for a debt or liquidated demand, AND they do not intend to contest the proceedings, state if the Defendants intend to apply for a stay of execution against any judgment entered by the Plaintiff (tick box)

Yes

No

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Service of the Writ is acknowledged accordingly

(Signed) \_\_\_\_\_

Attorney for Defendants

**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 by the plaintiff if suing in person) of his name, address and reference, if any, in the box below.

Sharon Roulstone  
RoulstoneLaw  
P O Box 10979,  
Grand Cayman, KY1-1007

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

[Empty box for defendant's attorney indorsement]