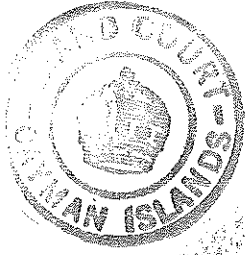


IN THE GRAND COURT OF THE CAYMAN ISLANDS



CAUSE NO. *G.0111* OF 2016



BETWEEN: LESLIE LAMBERT AND ELEANORE LAMBERT PLAINTIFFS

AND: DELLA J. WATLER-McCOY AND JANE C. MERREN DEFENDANTS

**WRIT OF SUMMONS**

To: Mrs. Della J. Watler-McCoy  
c/o Lakeside Apartments  
P.O. Box 1991  
Grand Cayman KY1-1104  
Grand Cayman, Cayman Islands

And to: Jane C. Merren  
c/o Vamp Motors Ltd.  
514 Walkers Road  
P.O. Box 686  
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 Fourteen days (14) 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 495KY1-1106, 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 judgment may be entered against you forthwith without further notice.

Issued this 20<sup>th</sup> day of June, 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. At all material times the Defendants were the registered owners and Vendors of the Property known as Registration Section Bodden Town, Block 43D, Parcel 140, also described in the written contract as 1 acre of land situated at the end of Kipling Street, Pease Bay, Grand Cayman ("the Property"). The Defendants held themselves out as the lawful owners and/or persons in possession with authority to enter into lawful agreements and/or sell the said Property.
2. The Plaintiffs were at all material times the Purchasers of the said property.
3. On or around 20 July 2005 the Plaintiffs and the Defendants entered into a written agreement whereby the Defendants offered to sell the Property and the Plaintiffs accepted that offer on the following terms and conditions hereinafter referred to as ("the agreement"):

**This sale agreement dated 20<sup>th</sup> July, 2005 is made Between Della J Watler-McCoy & Jane C. Merren being the owners of Block 43D Parcel 140 for 1 Acre of Land. Described as End of Kipling Street Pease Bay, Bodden Town. And Leslie and Eleanore Lambert of P.O. Box 1964GT, Grand Cayman. This said sales agreement is made 20<sup>th</sup> July 2005 for the above mentioned Parcel (1 Acre Only) (See Attached Map for location) for the sum of CI\$30,000.00. with a deposit of CI\$15,000.00 by way of cash or Draft for said Purchase of parcel. With the above mentioned Purchasers paying all fees to Lands & Survey relating to the transfer of said 1 Acre to Leslie and Eleanore Lambert. (e.g. Stamp Duty).**

**Conditions: If Purchaser does not wish to proceed with sale all monies paid shall be forfeit. If Vendors do not wish to proceed with sale all monies paid shall be refunded to Purchasers.**

**Della J Watler McCoy**

**Leslie Lambert**

**Jane C. Merren  
Lambert  
Vendors**

**Eleanore  
Purchasers”**


4. It was expressly agreed that the Purchasers would pay the amount of CI\$15,000.00 as deposit at the time of signing the agreement.
5. The Plaintiffs paid the aforesaid deposit of CI\$15,000.00 to the Defendants and the Defendants accepted the said amount as the initial deposit.
6. At the time of signing the agreement, on or around 20<sup>th</sup> July, 2005 the Defendants assured and/or promised the Plaintiffs that they, the Defendants, would provide road access to the property within 6 months from the date of the agreement and at which time the Plaintiffs would be expected to pay the balance of the purchase price being CI\$15,000.00 to the Defendants. The Defendants also assured and/or promised the Plaintiffs that they would subdivide the property in order for Block 43D, Parcel 140 to be transferred to the Plaintiffs. The Plaintiffs relied on those assurances and/or promises to their detriment.
7. It was an implied agreement that the Defendants would provide the Plaintiffs with a signed transfer of land document in order to transfer the property into their names free and clear from all encumbrances.
8. The Plaintiff's made several contacts with the Defendants in order for them to carry out their obligations under the contract without success. In order to assist the Defendants in completing the sale, the Plaintiffs engaged the services of Roland Bodden & Co. Ltd.,
9. Licensed Land & Engineering Surveyors to have the property surveyed. The Defendants agreed in writing to deduct the CI\$3,600.00 from the remaining balance of the purchase price. The Plaintiffs relied on this further promise to their detriment and paid the

10. Surveyors the sum of CI\$2,000.00, towards the total survey cost of CI\$3,600.00 to have the property surveyed.
11. The Defendant signed a second written agreement on February 17, 2014 that they would set off CI\$3,600.00 from the sale price to facilitate survey of the property.
12. For reasons unknown to the Plaintiffs, to date, the property has not been surveyed.
13. Despite all of the Plaintiffs' efforts, including letter before action dated 21<sup>st</sup> March, 2016 which the Plaintiffs' attorneys sent to the Defendants as subsequent emails between the Plaintiffs' attorneys and the Defendants' attorneys, the Defendants have failed to carry out their obligations under the agreement to transfer the property to the Plaintiffs.
14. The Defendants have also failed to provide proper road access to the property as orally agreed on 20<sup>th</sup> July, 2005.
15. The Defendants are in breach of the written and oral agreements of 20<sup>th</sup> July 2005 and 17<sup>th</sup> February 2014 in that they have:-
  - (a) failed to provide proper road access to the property as orally agreed;
  - (b) failed to have the property surveyed and/or caused the property not to be surveyed;
  - (c) failed to provide the Plaintiffs with executed transfer documents so the property could be transferred to the Plaintiffs in a timely manner.
16. As a result of the breach, the Plaintiffs have suffered loss and damage and the Defendants are liable to the Plaintiffs in damages and/or specific performance.
17. The Plaintiffs seek specific performance of the property.
18. The Plaintiffs claim interest under the Judicature Law.

**And the Plaintiffs claim:**

- (i) Specific performance and/or damages
- (ii) Pre and post judgment interest
- (iii) Costs
- (iv) Any other order deems just and equitable by this Honourable Court

Dated this 20<sup>th</sup> day of June, 2016

  
\_\_\_\_\_  
Facey-Clarke & Associates  
Attorneys-at-Law for the Plaintiffs

This Writ of Summons was issued by Facey-Clarke & Associates, Attorneys-at-Law for and on behalf of the Plaintiffs herein whose address for service is that of the said Attorneys-at-Law, Unit 119 Ground Floor, Elizabethan Square, George Town, Grand Cayman

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. . OF 2016

BETWEEN: LESLIE LAMBERT AND ELEANORE LAMBERT PLAINTIFFS

AND: DELLA J. WATLER-McCOY AND JANE C. MERREN 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 entered by the Plaintiff (tick box) [ ] yes [ ] no

Service of the Writ is acknowledged accordingly

(Signed)..... Defendant (if in Person) or 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 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.

Facey-Clarke & Associates  
Barristers & Attorneys-at-Law  
P.O. Box 2545, Grand Cayman KY1-1104  
Unit 119, Ground Floor, Elizabethan Square,  
80 Shedden Road, George Town, Grand Cayman  
Cayman Islands, B.W.I.  
Email: [mclarke@candw.ky](mailto:mclarke@candw.ky)  
Tel: 345 946 8111 or 917 6351)

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