

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

CAUSE NO: GC **1814** OF 2017
LACV0109/2017



BETWEEN:

JOAN MCCARTHY

MELISHA MING

1st PLAINTIFF

AND:

CHARNOLEE MING

DEFENDANT

WRIT OF SUMMONS



TO:
Charnolee Ming
c/o Anchor Store,
Yacht Club Drive
Grand Cayman

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 **23rd** day of October 2017.

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. The 1st Plaintiff is an individual ordinarily resident in the Cayman Islands with an address of #125b Mount Pleasant Road, West Bay. The 2nd plaintiff is an individual ordinarily resident in the Cayman Islands with an address of West Bay, Grand Cayman. The 1st plaintiff is the mother of the 2nd plaintiff and of the defendant.
2. On 12th June 2002 the 1st plaintiff purchased land in the Cayman Islands known legally as West Bay North West Block 4B Parcel 624 (the "land").
3. The land was purchased by the 1st plaintiff and her son Damion Ming as joint proprietors at that time.
4. The land was purchased with the assistance of a loan from Scotiabank in the sum of \$20,000 with the 1st plaintiff paying all the closing and other associated costs of purchase.
5. In 2006 the defendant asked the 1st plaintiff to allow her name to be placed on the land to assist with an application for permanent residence in the Cayman Islands.
6. The 1st plaintiff consented on the express agreement that in due course and upon request that the defendant would remove her name from the property title and on the 15th November 2006 the defendant was added as a joint proprietor alongside the 1st plaintiff and Damion Ming.
7. In 2009 Damion Ming passed away and his name was removed from the title by deletion of joint proprietor on 17th January 2013.
8. At the same time as Damion Ming was removed from the title, the 1st plaintiff determined to add the following persons to the land by way of gift:
 - (a) Melisha Ming, her daughter.
 - (b) Diondre Ming, the minor son of Damion Ming via Melisha Ming as his trustee.
9. In order to add these persons, the 1st plaintiff requested the defendant to provide her consent which she duly did and on the 17th January 2013 the persons set out at paragraph 8 we added as joint proprietors to the land title.
10. Since the defendant was added to the land title she has not made any contribution to the loan secured over the land nor has she paid any monies relating to the maintenance or upkeep of the property. The land is raw land and no-one resides there.
11. As a result of the foregoing and in particular paragraphs 5,6 and 8 the property belongs at the present time beneficially to the 1st plaintiff and 2nd plaintiff in her personal capacity and as trustee but, notwithstanding repeated requests by the 1st plaintiff, the defendant has refused and refuses to transfer the title of the property into the name of the plaintiffs or as the plaintiffs may direct.

AND the Claimant claims:

- (1) a Declaration that the land now standing in the names of the plaintiffs and the Defendant jointly is held by the defendant on trust for the plaintiffs absolutely;
- (2) an Order that the defendant do join with the plaintiffs in transferring the land to the plaintiffs or as they shall direct;
- (3) costs;

KSG

KSG Attorneys at Law
Attorneys for the Plaintiff

**DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE
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 "Statement of Claim" appear on the top of page 2), the Defence 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 Defendant.
If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 14 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 judgment 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 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 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 authorised 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.

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**CAUSE NO: GC OF 2017
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BETWEEN:

**JOAN MCCARTHY
MELISHA MING**

**1st PLAINTIFF
2nd PLAINTIFF**

AND:

CHARNOLEE MING

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 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.

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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
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Service of the Writ is acknowledged accordingly

(Signed)

Attorney for the Plaintiff

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.

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

KSG
Attorneys at Law
4th Floor Harbour Centre
42 North Church Street
PO Box 2255 KY1-1107
George Town
Grand Cayman

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