

IN THE GRAND COURT OF THE CAYMAN ISLANDS



CAUSE NO: 200 OF 2019

BETWEEN: RAGLAND ROPER



AND: ELSIE SCOTT



PLAINTIFF

DEFENDANT

WRIT OF SUMMONS

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 27 day of November 2019

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

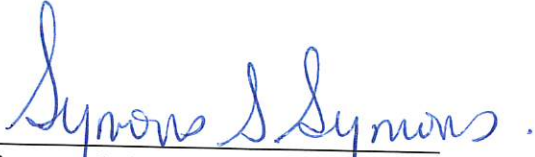
Directions for Acknowledgment of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. The Defendant is at all material times the Registered Owner of two parcels of raw land described as Cayman Brac Block 102A – Parcel 191 and Parcel 192 (hereinafter referred to as the “**Properties**”).
2. Sometime in early 2012 the Defendant offered the Properties for sale to the Plaintiff. The Plaintiff agreed to purchase the Properties for CI\$ 117,000.00 and agreed to enter into an owner finance arrangement with the Defendant in order to finance the full purchase price of the said Properties. This arrangement was evidenced in four written agreements dated and executed 22 March 2012, 22 March 2013, 22 March 2014 and 22 March 2015 respectively (herein after referred to collectively as the “**Agreements**”).
3. It was understood by the parties that the Defendant was to remain registered owner of the Properties until such time that all payments due and payable under the Agreements were fully paid up by the Plaintiff.
4. The Plaintiff agreed to purchase the properties based upon representations made by the Defendant that she was responsible to do all things necessary to effect transfer of title to the property, free and clear of any encumbrances and/or charges, where all amounts due under the Agreements were duly paid.
5. By written agreement dated 22 March 2012, the Plaintiff and the Defendant entered into the first of the four Agreements over the next four years, to finance the full purchase price of the properties in the amount of CI\$ 117,000. The parties agreed that year one of the agreement (22 March 2012 to 22 March 2013) would be interest free.
6. Under the first of the four Agreements executed by the parties the Plaintiff was required to pay a deposit of CI\$ 8,200.00, which was paid on 22 March 2012 to the Defendant. The Plaintiff was also required under the Agreements to pay to the Defendant principal and interest payments in the amount of CI\$ 2,000.00 per month until all payments due and owing under the owner finance agreement was paid by the Plaintiff.
7. The Plaintiff fully paid to the Defendant all amounts due under the Agreements.
8. In accordance with the terms of the Agreements, the Plaintiff paid a total of CI\$ 127,500.00 in principal payments, interest payments and late fees between March 2012 to December 2015.
9. The Defendant has failed to effect transfer of title to the Properties to the Plaintiff despite numerous enquiries and demands by the Plaintiff to do so.

AND THE PLAINTIFF CLAIMS:

- (a) Specific performance of the Agreement between the Plaintiff and the Defendant, that the properties be transferred to the Plaintiff free and clear of all encumbrances, and/or
- (b) The sum of CI\$ 127,500.00 be repaid to the Defendant; and
- (c) Interest thereon pursuant to section 34 of the Judicature Law (2017 Revision) AND
- (d) Costs to be assessed.

A handwritten signature in blue ink that reads "Symons & Symons". The signature is written in a cursive, flowing style.

Symons & Symons, Attorneys-at-law
Attorneys at Law for the Plaintiff

THIS WRIT OF SUMMONS AND STATEMENT OF CLAIM is filed by Symons & Symons, on behalf of the Plaintiff, whose address for service is that of their said attorneys, namely: 4 Tropic Centre, 18 Earth Close, PO Box 30783 SMB, Grand Cayman KY1-1204 Cayman Islands [Our ref: 4924-0002]

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 instalments 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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PLAINTIFF

AND: ELSIE SCOTT

DEFENDANT

ACKNOWLEDGEMENT 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).....

Attorney for

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.

Symons & Symons
Attorneys-at-Law
4 Tropic Centre, 18 Earth Close,
PO Box 30783 SMB, Grand
Cayman KY1-1204
Cayman Islands
Tel: (345) 745 7529

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

