



IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: ¹²¹ OF 2020

BETWEEN: HENRY E. WILLIAM MARSH

PLAINTIFF

AND: (1) ONICIA S. MITCHELL
(2) DONALD A. MITCHELL

DEFENDANTS

WRIT OF SUMMONS

TO: **ONICIA S. MITCHELL**
155 Oak Mill Street
Windsor Park, GT
Grand Cayman
Cayman Islands



AND TO: **DONALD A. MITCHELL**
155 Oak Mill Street
Windsor Park, GT
Grand Cayman
Cayman Islands



THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiffs 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 KY1-1106 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 31 day of July 2020

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

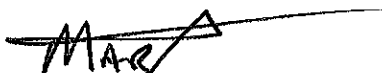
1. I am a Developer and a Real Estate Company Owner, a Caymanian (BOTC) and a full British Citizen operating legally Registered Ltd Companies in Grand Cayman. I have been in this trade for years, and my agreement with the clients (Purchaser) are conducted and executed as per the British Common Law and the local laws regulating the Industry.
2. Our client (Mrs. Mitchell and her Husband Mr. Mitchell), hereinafter referred as "Purchaser", have legally, at their free will, without duress of any kind, openly and without deception, entered in a Project Management Service Agreement and a detailed Construction Agreement with Cherokee Real Estate & Development Ltd (hereinafter referred as "Developer"), which they freely executed on 29 June 2020.
3. They were aware of the Contractual obligations from both parties to the Agreement including but not limited to the initial Deposit of \$12,000 KYD which they have defaulted by \$2,000KYD. In spite of it, in a very good faith, the Developer upon execution of the Contract, trusting these serious Purchasers, started all the diligences and procurements in relation to the lot (Land) 37E307 and to her loan, which needs supporting documentation like:
 - a) Project, Valuation in full including initial one, Construction Process valuation and How the Development will be after completion). It was commissioned to a local Company in the first week of July, and still in process. Regular price for a Developer like us = \$1,500KYD, we have paid \$450.00KYD when valuation started;
 - b) Architects drawing, Engineering drawings (Mechanical and Structural drawings) plus Bill of Quantity and Schedule and Monitoring for the Development commissioned to us by the Purchaser. Regular Price for all of these in the market is well above \$15,000KYD we got it done in the first week of July for just \$9,739KYD;
 - c) In order to deliver our part of the contract, the Developer commissioned to a local Insurance Company the Workmanship Work Insurance that is Mandatory for the loan approval from any Financial Institution, including but not limited to Credit Union .
4. I, the Developer has not collected any Administration fees for our diligences done on behalf of the Purchaser as duly stipulated in our Contract, we in good faith, are leaving this item for once the loan first drawn is paid.
5. I cannot comprehend why our client has chosen to deliberately breach our agreement and go around showing people (in bad faith I should say) what is more convenient for her about our Contract, pushing a lawyer to write against me and the RCIPS to call and disturb me, a misleading statement from the client at all light.
5. We are Developer, but humans too, we duly understand the anxiety and desperation of the Purchaser, but Land, Construction and Development in the Cayman Islands are expensive items and submission, approval, grant etc take considerable time, more so during this sad Pandemic when we have entered in this Agreement.
6. The Purchaser –on her own diligence- does not qualify for more than 80% loan of the Total of her Development. Once again, in good faith, the Developer has advised her, please don't circumvent our task and let us prepare all of the requirements, professional, by the book in order that we will get 100% financing for you. But she has chosen going around playing with my REPUTATION to get it TARNISHED as thief.

7. On the second of July 2020 she has made a payment to the Developer (\$10,000KYD) by a Cayman National Bank Draft # 600849511 deposited on the Developer Business Account from where the monies have been drawn to pay for all the items mentioned in relation to her Development, as per our Contract, nothing less nothing more, the Purchaser still defaulting \$2,000KYD from the initial Deposit on signing our Contract.
10. The fact in issue is a deliberate breach of Contract and Agreement that is already causing damages to the Developer, including but not limited to his reputation, the Purchaser has gone wild, the extra-mile, to maliciously cause suffering, stress, distress and harm the Developer with a false report to the RCIPS labeling me as thief when really I am not. It has had serious consequences for me, my family and friends. It is tested beyond all reasonable doubt, but the degree of such unfairness and the award which I have right by jurisdictional power of the Grand Court will be a costly exercise to both the Plaintiff and the Defendant. Hence, that I have no any other Legal established option but the Grand Court to seek loss and damages and to assess the quantum.
11. The Second Defendant is liable for the First Defendant.
12. I am seeking compensation in a region of high five figures Cayman Islands dollars and I am giving the Plaintiffs fourteen days to discuss and reach a settlement outside the Grand Court with me. I strongly think that yes, we can in a civilized and amicable manner, a beneficial scenario for the parties, no exposure in public Court and media, no lawyer's fees, no cost, no interest etc. etc.
13. I am seeking and I am entitled to interest pursuant to section 34(1) of the Judicature Law (2007 Revision) at such rate from such date and on such amount as the Court thinks fit.

AND THE PLAINTIFF CLAIMS:

1. An Officially documented release stating that no charges are brought against me and acknowledging that the breach of agreement is responsibility of the Defendants
2. Damages, including but not limited to damages to my reputation, loss of contracts, Loss of earnings, income and any collateral damages caused by the irresponsible, and their negligent actions.
3. Exemplary and aggravated damages.
4. Interest pursuant to section 34(1) of the Judicature Law (2007 Revision) to be assessed.
5. Costs.

Dated 31 July 2020



Henry E. William Marsh (Plaintiff)

Acknowledgement of service of writ of summons (0.12, r.3)

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

BETWEEN: HENRY E. WILLIAM MARSH
AND: (1) ONICIA S. MITCHELL
(2) DONALD A. MITCHELL

PLAINTIFF
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
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- 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

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

**HENRY E. WILLIAM MARSH
5 CORELLA DR. BT
P.O. BOX
GT KY1-1108
Tel: 345-322-5819**

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