

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: OF 2020

BETWEEN:

- (1) CHESTER WAIDE WATLER**
- (2) CARIDAD MAITE MIGUEL RAMOS**

PLAINTIFFS

AND:

- (1) OMELIN CAMPBELL**
- (2) PETER CAMPBELL**
- (3) PATRICK CAMPBELL**
- (4) DON CAMPBELL**

DEFENDANTS



WRIT OF SUMMONS

TO: OMELIN CAMPBELL, PETER CAMPBELL, PATRICK CAMPBELL and DON CAMPBELL of PO Box 589 GT, Grand Cayman

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiffs, of P.O Box 370, Grand Cayman, Cayman Islands, KY1-1501 in respect of the claims set out on the next page.

Within 14 days after service of this Writ on you counting the day of service, you must either satisfy the claim or return to the Courts Office, P.O. Box 495, George Town, Grand Cayman, KY1-1106, Cayman Islands 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 any intention to contest the proceedings, the Plaintiffs may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 10th day of November 2020.

NOTE this Writ may not be served later than 4 calendar months beginning with the date of original issuance unless renewed by order of the Court

IMPORTANT

Directions for the Acknowledgement of service are given with the accompanying form.

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STATEMENT OF CLAIM

The Parties

1. The Plaintiffs are Chester Waide Watler and his wife, Caridad Ramos of PO Box 370, Grand Cayman, KY1-1501 (together **the Plaintiffs**).
2. The Defendants are Omelin Campbell, Peter Campbell, Patrick Campbell and Don Campbell of PO Box 589 GT, Grand Cayman (together **the Defendants**).
3. The Defendants are registered as proprietors in common of Registration Section South Sound, Block 15B, Parcel 232, commonly known as #58 Websters Estates (**the Property**).
4. Each of the Defendants own a 1/4 share of the Property.

The Purchase Agreement

5. By a contract in writing made on 17 July 2020, between the Defendants (as Vendors), and the Plaintiffs (as Purchasers), (**the Purchase Agreement**), each of the Defendants, agreed to sell the Property to the Plaintiffs.

6. The material express terms of the Purchase Agreement included *inter alia* that: -
- (a) The Plaintiffs would purchase the Property for a purchase price of CIS\$ 1,050,000 (**the Purchase Price**) (Clause 2).
 - (b) The Plaintiffs would pay a deposit towards the Purchase Price of CI\$ 75,000 (**the Deposit**) (Clause 3(a)).
 - (c) The balance of the Purchase Price was to be paid to the Defendants by the Plaintiffs at completion, as defined by Clause 4 (Completion) (Clause 3(c)).
 - (d) Completion was to take place at or before 2pm on 1 September 2020 (**the Completion Date** (Clause 4)).
 - (e) At Completion, in exchange for payment of the balance of the Purchase Price, the Defendants agreed to deliver to the Plaintiffs a duly executed transfer of absolute title to the Property and vacant possession of the Property (Clauses 4 (a) and (b)).
 - (f) The Plaintiffs were entitled to lodge a caution and/or stay of registration on the land register relating to the Property (Clause 13).
7. On 31 August 2020 (following a request by the Defendants to delay Completion) the Plaintiffs and the Defendants agreed in writing to vary the Completion Date to 15 October 2020 (the "**Varied Completion Date**").

Notice to Complete

- 8. In accordance with their obligations under the Purchase Agreement, the Plaintiffs paid the Deposit to the Defendants, authorized agent, Rainbow Realty Ltd on 11 July 2020.
- 9. Completion did not take place on the Varied Completion Date.
- 10. On 26 October 2020, the Defendants informed their authorized agent that they no longer wished to sell the Property to the Plaintiffs.

11. The Plaintiffs, by letter and service of Notice to Complete, dated 27 October 2020, for which purpose time was of the essence, and requested that the Defendant complete by 3 November 2020.
12. Notwithstanding this demand, the Defendants in breach of the terms of the Purchase Agreement, have refused to take any steps towards the Completion of the Purchase Agreement.
13. The Plaintiffs have at all material times fulfilled all of their obligations under the Purchase Agreement and are now ready and willing to fulfill all their obligations under the said agreement subject to an abatement of the Purchase Price to reflect the loss and damages they have suffered as a result the Defendants' breach.

Legal Expenses

14. By reason of the Defendant's breaches of the Purchase Agreement the Plaintiffs have incurred legal expenses.

Particulars of Loss

As at the date of issue of the Writ the Plaintiffs have incurred the following reasonable expenses: -

- (a) Professional fees and disbursements – Nelsons US\$ 7,993.90.

Such loss is expected to continue to date of trial. Full and further particulars of which will be provided in advance of trial.

THE PLAINTIFFS THEREFORE CLAIM:

- (1) Specific performance of the said Purchase Agreement;
- (2) Further or alternatively, damages and or compensation for breach of the Purchase Agreement in addition to or in lieu of specific performance or at common law;
- (3) All necessary and consequential accounts, directions and inquiries;

- (4) Interest on any sums awarded in respect of compensation or damages on as at the date of issue of the Writ determined by the Court in accordance with s.34 of the Judicature Law (2007 Revision) and the Judgment Debts (Rates of Interest) Rules 2012 as amended from time to time;
- (5) That the Defendant shall pay the Plaintiffs indemnity costs; and
- (6) Such further and other relief as this Honourable Court may seem just.

DATED at Grand Cayman this 10th day of November 2020

Nelsons

Nelsons

Attorneys for the Plaintiff

THIS WRIT OF SUMMONS AND STATEMENT OF CLAIM is issued by Nelsons., Attorneys-at-Law, attorney for the Plaintiffs, whose address for service is that of his said attorneys at 31 The Strand, P.O. Box 30069, Grand Cayman KY1-1201 Cayman Islands.

TO: The Clerk of the Grand Court

AND TO: The Defendants

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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

Attorney for the Defendant

Address for service:

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

Nelsons
Attorneys at Law
PO Box 30069
31 The Strand
46 Canal Point Drive
Grand Cayman KY1-1201
Attn: C Flanagan/Ref: 8143-44

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

[Empty box for Defendant's Attorney indorsement]

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 495, 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

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.