

PARTICULARS OF CLAIM

1. The First Named Plaintiff is and was at all material times the owner and entitled to the possession of property being Registration Section George Town East Block 15C Parcel 130 and more particularly described as 193 Fern Close, George Town, Grand Cayman (“the property”).
2. The Second Named Plaintiff is a resident of the Cayman Islands and is a Purchaser for value of the said property and therefore a person with a vested interest in the property, having obtained a mortgage to purchase the said property but unable to occupy the property, whilst making monthly mortgage payments in respect to the loan obtained by her to purchase the Property.
3. On or about the 9th day of June 2020 the Plaintiff entered into an Agreement of Sale of the said property with Mrs. Pellar Dixon (“the Purchaser”).
4. The Defendant was at all material times a resident of the Cayman Islands residing at 173 Fern Close, George Town, Grand Cayman and a permitted user of the said property in terms hereinafter stated.
5. Sometime in 2013, on a date the First Named Plaintiff cannot specifically recall, the First Named Plaintiff gave permission to the Defendant to park two of the Defendant’s vehicles on his said property in consideration of the Defendant mowing the said property.
6. On or about the 27th day of May 2018 the Defendant made an application to the Registrar of Lands pursuant to Section 136 of the Registered Land Law for adverse possession of the said property.
7. On the 13th October 2020 the Registrar determined that the Defendant did not meet the requirements for title to the property by adverse possession and advised the Defendant of his right to appeal the said decision within 30 days of the same.
8. On or about the 21st October 2020 the Defendant was advised in writing that he needed to cease any further entry on the First Plaintiff’s said property and to remove therefrom two motor vehicles that he had unlawfully parked within the garage on the said property as well as the vehicles that he had parked on the lawn of the property.
9. On or about the 21st day of October 2020 the Defendant removed one of the motor vehicles parked on the lawn of the said property but failed to remove the two vehicles unlawfully parked inside the garage and the other parked on the lawn.
10. The Defendant failed to appeal the decision of the Registrar of Lands within the stipulated timeframe.
11. On or about the 15th January 2021 the Defendant trespassed unto and unlawfully parked a Black Suzuki Swift bearing no licence plate on the said property.

12. On or about the 19th day of January 2021 the Defendant further trespassed unto the said property and parked thereon a further vehicle.
13. The First Named Plaintiff is unable to give vacant possession of the property due to the unlawful conduct by the Defendant.
14. The Defendant, by his conduct, has clearly demonstrated that unless restrained by the Court he intends to continue to remain in unlawful occupation of the property and to continue his trespass thereon.

AND THE PLAINTIFF CLAIMS:

- A. A Declaration that the Defendant is not entitled to enter or use the property, save and except to remove the vehicles he has parked therein and thereon within 7 days of the making of this Declaration.
- B. An injunction restraining the Defendant whether by himself his servants or agents or otherwise howsoever from entering or using the said property and buildings thereon.
- C. Damages.
- D. Costs.
- E. Further or other relief as the Court deems appropriate.

Dated 19th January 2021

Filed the January 2021



Murray & Westerborg
Attorneys-at-Law for the Plaintiff

Plaintiff's address for service:

Murray & Westerborg
Attorneys-at-Law.
The Second Floor (South West Wing)
Cayman Shipping Centre Building
10 Shipping Lane
George Town, Grand Cayman

THIS PLAINT is filed by Murray & Westerborg, Attorneys-at-Law, for and on behalf of the Plaintiff, whose address for service is that of his said Attorneys-at-Law, the Second Floor (South West Wing) Cayman Shipping Centre Building, 10 Shipping Lane, George Town, Grand Cayman.

Acknowledgment of service of Plaintiff

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE OF PLAINT

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 complete and serve the Particulars of Defence* on the Attorney for the Plaintiff (or on the Plaintiff if acting in person) within 14 days of the time for acknowledging receipt of the Plaintiff, unless in the meantime a Summons for Judgment is served on the Defendant. The Plaintiff is at liberty to apply for Default Judgment against the Defendant if the Particulars of Defence are not filed and served within 14 days of the time for acknowledging receipt of the Plaintiff.
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 seek time to pay the claim or 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 or seeking time to pay, 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.

**IN THE SUMMARY COURT OF THE CAYMAN ISLANDS
CAUSE NO. SC OF 2021**

**BETWEEN TRON MJOLHUS 1st PLAINTIFF
AND PELLAR DIXON 2nd PLAINTIFF
AND CLIVE JACKSON DEFENDANT**

ACKNOWLEDGEMENT OF SERVICE

State Defendants name and address:

State whether the Defendant intends to contest the action.

() yes () no

If you do not intend to contest the action, do you want time to pay the claim?

() yes () no

If you intend to contest the action, in whole or part, you must set out full particulars of your defence overleaf.

Service of the Plaintiff is acknowledged accordingly.

Defendant's Signature

Dated this day of 2021

See Overleaf

PARTICULARS OF DEFENCE

(Here set out in numbered paragraphs the grounds upon which the Defendant says that he is not liable to the Plaintiffs or is not liable for the full amount claimed).

Defendant's Signature

REMINDER - This form must be taken or sent to the Court Office, PO Box 495GT, George Town, Grand Cayman within 14 days of receipt otherwise a default judgment may be entered against you.