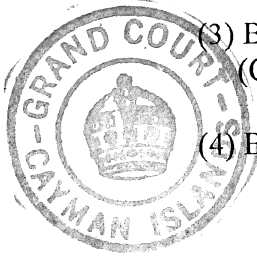


IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 525 OF 1998

BETWEEN: EDWIN L. RUMPF, JR., as administrator of  
the estate of the late JAMES EDRED SCOTT,  
deceased Plaintiff

AND: (1) WARREN DELROY SCOTT, JR.  
(2) CAYMAN NATIONAL BANK LTD



(3) BANK OF BUTTERFIELD INTERNATIONAL  
(CAYMAN) LTD

(4) BARCLAYS BANK PLC

Defendants

WRIT OF SUMMONS

TO: (1) WARREN DELROY SCOTT, JR.  
1258 Michigan Avenue  
Mobile  
State of Alabama  
United States of America



(2) CAYMAN NATIONAL BANK LTD  
c/o Cayman National Trust Co Ltd  
P.O. Box 1097 GT  
Fourth floor, Corporate Headquarters  
Elgin Avenue  
Grand Cayman  
B.W.I.

(3) BANK OF BUTTERFIELD INTERNATIONAL (CAYMAN) LTD  
Butterfield House  
Fort Street  
P.O. Box 705 GT  
Grand Cayman  
B.W.I.

(4) BARCLAYS BANK PLC  
Barclays House  
P.O. Box 487 GT  
Grand Cayman  
B.W.I.

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of the claims set out on the next pages.

Within fourteen (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 495, George Town, Grand Cayman, 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 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            day of            , 1998.

NOTE - This Writ may not be served later than four (4) calendar months beginning with the date of issue unless renewed by order of the Court.

**IMPORTANT**

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

**STATEMENT OF CLAIM**

1. The plaintiff is an American citizen who resides at 11,434 Padgett Switch Road, Irvington, state of Alabama, 36544, one of the United States of America. He is the administrator of the estate of the late James Edred Scott, late of West End, Cayman Brac, who died intestate on 28th June, 1935 ("the deceased").
2. The first defendant is a Caymanian who resides at 1258 Michigan Avenue, Mobile, state of Alabama, one of the United States of America.
3. The second defendant is a company formed under the laws of the Cayman Islands which holds a class "A" banking licence. It has its registered office c/o Cayman National Trust Co Ltd, P.O. Box 1097 GT, Grand Cayman.
4. The third defendant is a company formed under the laws of the Cayman Islands which holds a class "A" banking licence. It has its registered office at Butterfield House, Fort Street, P.O. Box 705 GT, Grand Cayman.
5. The fourth defendant is a company formed under the laws of the United Kingdom which holds a class "A" banking licence in the Cayman Islands. It has its registered place of business at Barclays House, P.O. Box 487 GT, Grand Cayman.

6. The deceased was married once only, to Susanna Winifred Hurlstone Scott, who died on 31st November, 1959.
  
7. The deceased had eight lawful children, all of whom survived him. They were:
  - (a) Carl James Scott, who died on 27th May, 1971.
  
  - (b) Vively Donaldson (née Scott), who died on 11th June, 1973.
  
  - (c) Olga A. Scott, who died on 11th February, 1982.
  
  - (d) Edred H. Scott, who died on 25th October, 1987.
  
  - (e) Ruth L. Scott, who died on 11th January, 1990.
  
  - (f) Warren Delroy Scott, Sr., who died on 16th December, 1994.
  
  - (g) Joyce Rumpf (née Scott), who died on 28th December, 1997.

(h) William W. Scott.

8. The deceased's wife and eight children referred to in paragraphs 6 and 7 hereof or their respective personal representatives are the only beneficiaries to the estate of the deceased ("the estate") and the only persons entitled to share therein.
9. The plaintiff is the lawful son of the late Joyce Rumpf, one of the deceased's lawful daughters.
10. Carl James Scott, one of the deceased's lawful sons, is believed to have intermeddled in the estate before he died on 27th May, 1971 without having obtained a grant of letters of administration. It appears that he never gave any account of his administration.
11. Letters of administration to the estate were granted on 21st January, 1976 by this honourable court to Warren Delroy Scott, Sr. ("Capt. Delroy"), one of the deceased's lawful sons.
12. Capt. Delroy died on 16th December, 1994 without having completed the administration of the estate. It appears that no account of his administration was ever filed in the office of this honourable court.

13. Letters of administration *de bonis non* to the estate were granted, on 14th November, 1995, by this honourable court to the plaintiff in respect of the unadministered part thereof.
  
14. That so far as presently ascertained, at the time when Capt. Delroy became the administrator of the estate on 21st January, 1976, the property then comprised in the estate consisted of the following parcels of land:
  - (a) Registration Section Little Cayman East, Block 92A, Parcel 25 ("Parcel 25").
  
  - (b) Registration Section Cayman Brac West, Block 93C, Parcel 24 ("Parcel 93C-24").
  
  - (c) Registration Section Little Cayman West, Block 83A, Parcel 24 ("Parcel 83A-24").
  
  - (d) Registration Section Little Cayman East, Block 90A, Parcel 49 ("Parcel 49").

- (e) Registration Section Cayman Brac West, Block 93D, Parcel 46 ("Parcel 93D-46").
  - (f) Registration Section Cayman Brac West, Block 93D, Parcel 45 ("Parcel 45").
  - (g) Registration Section Little Cayman East, Block 90A, Parcel 50 ("Parcel 50").
  - (h) Registration Section Little Cayman East, Block 90A, Parcels 46, 47 and 48 ("Parcels 46, 47 and 48").
  - (i) Registration Section Cayman Brac Central, Block 99A, Parcel 60 ("Parcel 60").
15. On or about 24th January, 1977, Capt. Delroy sold and transferred Parcel 25 to William Frederick Adams, Jr. for a price of US\$12,000.00 which he received.
16. On or about 31st December, 1982, Capt. Delroy sold and transferred Parcel 93C-24 to Florence E. Parkinson, Cynthia A. Scott, Sylvia M. Kirkconnell and James

R. Leitch as proprietors in common for a price of US\$20,000.00 which he received.

17. On or about 18th March, 1985, Capt. Delroy sold and transferred Parcel 83A-24 to Albert Hislop and Sally Hislop as joint proprietors for a price of C\$25,000.00 which he received.
18. On or about 24th September, 1986, Capt. Delroy sold and transferred Parcel 49 to Realco Ltd for a price of US\$30,000.00 which he received.
19. On or about 7th July, 1988, Capt. Delroy sold and transferred Parcel 93D-46 to Linton N. Tibbetts and Pauline E. Tibbetts as joint proprietors for a price of US\$234,270.00 which he received.
20. On or about 14th September, 1989, Capt. Delroy sold and transferred Parcel 45 to Kenneth C. Hall for a price of US\$90,000.00 which he received.
21. On or about 13th April, 1990, Capt. Delroy sold and transferred Parcel 50 to the said Kenneth C. Hall for a price of US\$50,000.00 which he received.

22. On or about 13th April, 1990, Capt. Delroy sold and transferred Parcels 46, 47 and 48 to James R. Stephens and Peggy J. Stephens as joint proprietors for a price of US\$150,000.00 which he received.
  
23. On or about 20th June, 1993, Capt. Delroy sold and transferred Parcel 60 to Dervyn M. Scott for a price of US\$6,000.00 which he received.
  
24. Capt. Delroy distributed the purported net proceeds of the sales of Parcels 25, 93C-24, 83A-24, 49 and 93D-46, after deduction of the sales expenses, to the beneficiaries of the deceased's estate, with the following exceptions:
  - (a) No part of the proceeds of the sales of the said five parcels was paid to the estate of the late Carl James Scott, deceased.
  
  - (b) A sum of US\$28,000.00, being part of the net proceeds of the sale of Parcel 93D-46, was not paid to the said Joyce Rumpf, one of the beneficiaries entitled to share in the estate.

25. Capt. Delroy kept the proceeds of sale of the remaining six parcels, namely Parcel 45, Parcel 50, Parcels 46, 47 and 48 and Parcel 60, amounting in the aggregate to US\$296,000.00 ("the converted funds"). He failed to distribute the converted funds, or any part thereof, to the beneficiaries of the estate and converted them to his own use and for his own benefit, thus committing a breach of trust.
  
26. The first defendant is Capt. Delroy's son. The first defendant and his father conspired together and with each other between September, 1989 and December, 1994 to secrete the converted funds. Further and in the alternative, the first defendant and Capt. Delroy engaged into a joint enterprise, between September, 1989 and December, 1994, to secrete the converted funds in order to facilitate their conversion by Capt. Delroy.
  
27. In pursuance of the said conspiracy or joint enterprise, the first defendant and Capt. Delroy arranged for a parcel of land described as Registration Section Spotts, Block 24B, Parcel 31 ("Parcel 31") to be purchased by the first defendant from Gordon T. Mayes and Sandra L. Mayes as joint proprietors on or about 3rd January, 1991 for a price of US\$31,000.00. The said purchase price was part of the converted funds.

28. The first defendant became the registered proprietor of Parcel 31 on 21st January, 1991.
29. The first defendant, in obtaining the transfer of Parcel 31 to himself, knowingly assisted Capt. Delroy in a breach of trust and, as a result, he holds Parcel 31 as constructive trustee for the benefit of the estate.
30. Further and in the alternative, the first defendant received the transfer of Parcel 31 and became the registered proprietor thereof knowing that the purchase price thereof was part of the converted funds and, as a result, he holds Parcel 31 as constructive trustee for the benefit of the estate.
31. Pursuant to the conspiracy and/or joint enterprise averred in paragraph 26 hereof, Capt. Delroy and the first defendant or, further and in the alternative, Capt. Delroy or, further and in the alternative, the first defendant paid a sum of at least US\$98,000.00, which formed part of the converted funds, to the fourth defendant or, further and in the alternative, deposited the said sum with the said defendant or, further and in the alternative, caused it to be so paid or deposited between April, 1990 and 4th December, 1991. On or about 4th December, 1991, Capt.

Delroy and/or the first defendant then obtained from the fourth defendant a banker's draft drawn on the fourth defendant in the sum of US\$98,000.00. The first defendant was the payee of the said banker's draft. Capt. Delroy and/or the first defendant opened an account with the second defendant, bearing number 348137, on 19th February, 1992 and deposited the said banker's draft therein. The said sum of US\$98,000.00 was used by Capt. Delroy and/or the first defendant to purchase a certificate of deposit issued by the second defendant in the name of the first defendant in the said amount. The said sum of US\$98,000.00, together with accrued interest thereon, was later used to obtain a substantial number of subsequent certificates of deposit of increasing amounts issued by the second defendant in favour of the first defendant. The said sum of US\$98,000.00, together with accrued interest, is still held by the second defendant on a certificate of deposit to the order, and for the account, of the first defendant.

32. The first defendant knew, when the above account no. 348317 was opened with the second defendant and the said sum of US\$98,000.00 was deposited there, that the said monies formed part of the converted funds. He knowingly received the said sum of US\$98,000.00 as aforesaid or, further and in the alternative, knowingly assisted Capt. Delroy in secreting it, and thus became a constructive trustee thereof for the benefit of the deceased's estate. The first defendant is still

the constructive trustee of the said sum and of the accrued interest thereon which are still on deposit with the second defendant.

33. Capt. Delroy and the first defendant, in pursuance of the conspiracy and/or the joint enterprise referred to in paragraph 26 hereof, arranged, at a time or at various times between July, 1988 and December, 1994, to pay to the third defendant, or to deposit with it, sums totalling at least US\$251,191.81, which formed part of the converted funds. The third defendant subsequently issued two banker's drafts, in 1991, to the order of the first defendant, the first one bearing no. 400983 in the amount of US\$94,676.80 and the second bearing no. 400984 in the sum of US\$156,515.01.

34. The first defendant knew, when he received the said two banker's drafts, that they originated from the converted funds. He was thus knowingly receiving trust assets or knowingly assisting Capt. Delroy in the secretion thereof and, as a result, became the constructive trustee thereof for the benefit of the deceased's estate.

AND THE PLAINTIFF CLAIMS AGAINST THE FIRST DEFENDANT:

- (a) A DECLARATION that the first defendant holds the legal title to the land described as Registration Section Spotts, Block 24 B, Parcel 31 ("the land") on trust for the benefit of the plaintiff and that the latter is the beneficial proprietor thereof.
- (b) AN ORDER that the register of the land be rectified by deleting the present entry no. 3, which shows the first defendant as the registered proprietor thereof, and replacing it by a new entry showing the plaintiff as such proprietor.
- (c) FURTHER AND IN THE ALTERNATIVE, AN ORDER that the first defendant execute an instrument in the prescribed form to transfer the legal title to the land from himself as the registered proprietor thereof to the plaintiff within twenty one (21) days from the date of the final judgement sought herein.
- (d) FURTHER AND IN THE ALTERNATIVE, AN ORDER that, should the first defendant fail to transfer the land in accordance with the order sought in paragraph (c) hereof within the time prescribed therein, the Clerk of the Court be authorised and directed to execute an instrument in the prescribed form in his place and stead in order to transfer the land to the plaintiff.

(e) THE COSTS of this action.

AND THE PLAINTIFF CLAIMS AGAINST THE FIRST AND SECOND DEFENDANTS:

(f) A DECLARATION that all sums held in account no. 348137 kept by the second defendant in the name, or for the account, of the first defendant and all other sums kept by the second defendant in the name, or for the account, of the first defendant, the source or origin of which is funds once held in the said account no. 348137, are held by the first and second defendants on trust for the benefit of the plaintiff.

(g) AN ORDER that the second defendant pay to the plaintiff forthwith all sums referred to in paragraph (f) hereof.

AND THE PLAINTIFF CLAIMS AGAINST THE FIRST AND THIRD DEFENDANTS:

(h) A DECLARATION that all sums held by the third defendant, if any, which it received, or which were deposited with it, at any time in, or prior to, 1991 and against which it issued two banker's drafts to the order of the first defendant, the

first one bearing number 400983 in the amount of US\$94,676.80 and the second one bearing number 400984 in the amount of US\$156,515.01, are held on trust for the benefit of the plaintiff .

- (i) AN ORDER that the third defendant pay to the plaintiff forthwith the sums referred to in paragraph (h) hereof, if any.

AND THE PLAINTIFF CLAIMS AGAINST THE FOURTH DEFENDANT:

- (j) AN ORDER that the fourth defendant deliver to the attorneys-at-law for the plaintiff, within fourteen (14) days from the date of the final judgement sought herein, copies of all documents in its possession, custody or power relating to the source or the origin of a sum of US\$98,000.00 which the fourth defendant used, on or about 4th December, 1991, to issue a banker's draft bearing number 097499 to the order of the first defendant.

AND THE PLAINTIFF CLAIMS AGAINST THE SECOND, THIRD AND FOURTH DEFENDANTS:

- (k) AN ORDER that the second, third and fourth defendants bring such applications under sec. 4 of The Confidential Relationships (Preservation) Law (1995

Revision) as they may be advised within twenty-one (21) days from the final judgement sought herein.

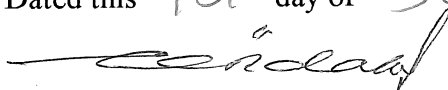
(l) SUCH ORDERS as to costs as this Honourable Court may see fit to make.

AND THE PLAINTIFF CLAIMS AGAINST ALL DEFENDANTS:

(m) TRACING ORDERS.

(n) FURTHER and/or other relief.

Dated this 1<sup>st</sup> day of Sept., 1998



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Charles Adams, Ritchie & Duckworth  
Attorneys-at-law for the plaintiff

To: The Clerk of the Court

And to: The defendants

STATEMENT AS TO CAPACITY

The plaintiff sues in his capacity as administrator of the estate of the late James Edred Scott, deceased.

THIS WRIT OF SUMMONS was issued by Charles Adams, Ritchie & Duckworth, the attorneys-at-law for the plaintiff, whose address for service is Zephyr House, P.O. Box 709, George Town, Grand Cayman, B.W.I.

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BETWEEN: EDWIN L. RUMPF, JR. as administrator of the estate of the late JAMES EDRED SCOTT, deceased Plaintiff

AND: (1) WARREN DELROY SCOTT, JR. (2) CAYMAN NATIONAL BANK LTD. (3) BANK OF BUTTERFIELD INTERNATIONAL (CAYMAN) LTD. (4) BARCLAYS BANK PLC 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 judgement 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 judgement entered by the Plaintiff (tick box) yes

Service of the Writ is acknowledged accordingly

(Signed) .....

[Attorney] for

[Defendant in person]

Address for service:

Please complete overleaf

**DIRECTIONS FOR ACKNOWLEDGEMENT 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 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 Acknowledgement 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.