

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 57 OF 2006

BETWEEN: FRANK RUSSELL

PLAINTIFF

AND: CAPT. EDWARD L. SOLOMON

DEFENDANT



WRIT OF SUMMONS

CLERK OF COURT

FEB 15 2006

CAYMAN ISLANDS GOVERNMENT

TO: Capt. Edward L. Solomon
PO Box 328 GT
George Town
GRAND CAYMAN

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 14th day of February 2006

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 Plaintiff is a resident of George Town, Grand Cayman, Cayman Islands and has been occupying the property known as Registration Section George Town Central, Block 13D Parcel 407 over Twenty (20) years ago.
2. The Defendant is a resident of George Town, Grand Cayman, Cayman Islands and at one time was the Plaintiff's stepfather. The Defendant is the registered proprietor of the property known as Registration Section George Town Central, Block 13D Parcel 407 ("the Property").
3. On or about June 18, 1982 the Defendant gave the property to the Plaintiff, there was no written agreement and no title was given to the Plaintiff. However, there were three witnesses present at the time that the Defendant verbally gave the property to the Plaintiff. One of those witnesses, the Plaintiff's mother, Mrs. Alma Solomon is now deceased.
4. In reliance on the Defendant's promise that he was giving the property to the Plaintiff as a gift, the Plaintiff and his wife built their family home on the property. They have occupied the property for over 20 years and have occupied it with peaceful and quiet enjoyment. During those 20 years, the Defendant never approached the Plaintiff in regards to any money for the property. The Plaintiff therefore fully believed that he the Plaintiff was owner of the property and that he had received the property as a gift from the Defendant.
5. During the years, the Plaintiff would remind the Defendant that the property had not yet been transferred to the Plaintiff and the Defendant kept telling the Plaintiff that the land was not yet sub-divided and that once that had taken place, the Defendant would then pass title to the Plaintiff and his wife. At no time during that period did the Defendant ask or suggest that he the Defendant was selling the land to the Plaintiff. The Plaintiff therefore felt reassured that the Defendant had given the property to the Plaintiff as a gift over twenty (20) years ago.
6. The Defendant knew that the Plaintiff built his house on the property because the Plaintiff believed that the Defendant had given the property to the Plaintiff based on the promise. At no point did the Defendant correct the Plaintiff's belief that the Defendant was the owner of the property. This state of affairs was allowed to continue for over twenty (20) years.
7. Following the Defendant's divorce from my mother in 2004, the Defendant remarried to his present wife.

8. On or about June 2004, the Plaintiff received a letter from the Defendant asking for the sum of CI\$40,000.00 in exchange for the property. The Plaintiff reminded the Defendant that he the Defendant had given the Plaintiff the property over 20 years ago and that, acting on the promise of the Defendant, the Plaintiff built the family home on the property. The Defendant's only response to the Plaintiff was that he the Defendant needed the sum of CI\$40,000.00. The Plaintiff then advised the Defendant that based on his letter of June 2004, he the Plaintiff would be seeking legal advise on this issue.
9. The Defendant then wrote a hand written letter to the Plaintiff dated 8th December 2005 in which the Defendant alleges that there was an agreement made in September 2005 that the property could be sold to the Plaintiff for the sum of CI\$25,000.00. In the last paragraph of the letter, the Defendant makes reference to the fact that he the Defendant encouraged the Plaintiff to build the Plaintiff's home on the property when the Plaintiff and his mother were at odds.
10. The Defendant is statute barred by virtue of Section 19 of the Limitation Law (1996 Revision) which give the a person twelve (12) years to make a claim for possession of land.
11. The Plaintiff has enjoyed quiet possession of the property for over twenty (20) years. The Plaintiff therefore makes claim of Proprietary Estoppel in regards to the property.
12. **AND THE PLAINTIFF** claims:
 1. He is entitled to be registered as proprietor of the property as he has been in quiet possession of the property for over twenty (20) years having acted on the Defendant's promise that he gave the property to him as a gift. The Defendant is therefore estopped from defeating the Plaintiff's claim;
 2. Costs.

Della Campbell & Associates, Attorneys-at-Law
Attorney - Frank Russell

THIS WRIT was issued by Della Campbell & Associates, Attorneys-at-Law whose address for service is 1428 Trafalgar Place, Suite C4, PO Box 2102 GT, Seven Mile Beach, Grand Cayman, Cayman Islands.

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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

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.

Della Campbell & Associates
1428 Trafalgar Place, Suite C4
PO Box 2102 GT
Grand Cayman

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