

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 624 OF 1996

BETWEEN:

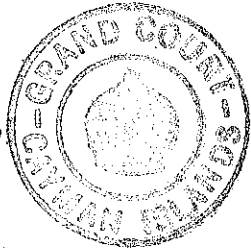
L. E. KENDAL RYAN and LOUISE
PRISCILLA RYAN as administrators of
the estate of ASTLEY KENDAL RYAN,
deceased

Plaintiffs

AND

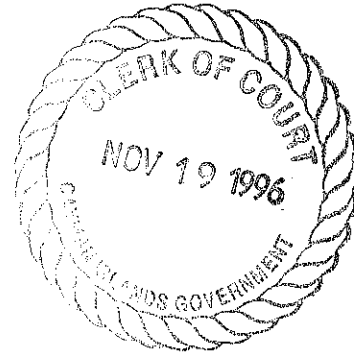
IDA PEARL BODDEN

Defendant



WRIT OF SUMMONS

TO: IDA PEARL BODDEN
3166 Fellswood Lane
Port Niches
Texas 77651
United States of America



THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiffs 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.

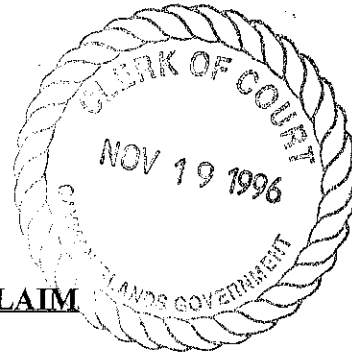
If you fail to satisfy the claim or to return the Acknowledgement within the time stated, or if you return the Acknowledgement without stating therein an intention to contest the proceedings, the Plaintiffs may proceed with the action and judgement may be entered against you forthwith without further notice.

Issued this 19th day of November, 1996.

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.

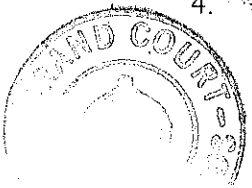
IMPORTANT

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



STATEMENT OF CLAIM

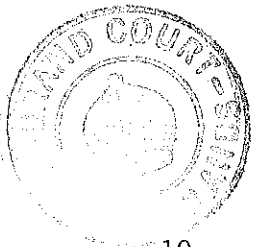
1. The plaintiffs are Caymanian and they reside in the Cayman Islands. They are respectively the son and the widow of the late Astley Kendal Ryan, deceased ("the deceased") who died intestate on 29th December, 1980 and are two of the persons entitled to share in his estate. Letters of administration were issued to the plaintiffs by the Grand Court on 5th May, 1981.
2. The defendant is a Caymanian who resides in the state of Texas, one of the United States of America.
3. The late Isaac Caleb Ryan, deceased ("the vendor") sold land situated on the north side of Little Cayman, at a place known as the head of Crawl Bay ("the 96' land"), to the deceased on 26th June, 1951. The plaintiffs will refer, at the trial of the action, to the bill of sale of that date for its full terms and legal effect.
4. The said Isaac Caleb Ryan also sold the 96' land to one Carl C. Marcum, an American citizen who was resident in the United States of America, on 26th November, 1966. The plaintiffs will refer, at the trial of the action, to the conveyance of 26th November, 1966 for its full terms and legal effect.
5. The vendor realised thereafter that he had made a mistake by transferring the 96' land to the said Carl C. Marcum when he had already sold it to the deceased. The vendor accordingly agreed with the deceased to compensate the latter for his loss

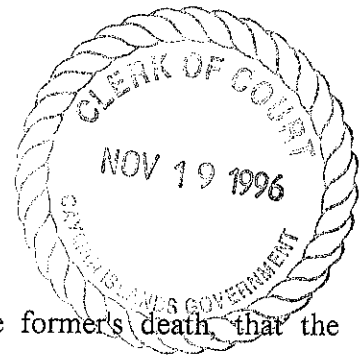




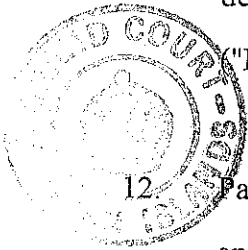
by transferring to him a portion of his (the vendor's) remaining land at Crawl Bay equivalent to the 96' land.

6. The vendor died on 2nd January, 1971 without having transferred any land to the deceased as he had agreed to do.
7. Letters of administration to the estate of the vendor, the late Isaac Caleb Ryan, deceased, with will annexed were granted by the Grand Court to his son, the deceased, and to his daughter, the defendant, on 23rd August, 1973.
8. The deceased and the defendant were the only persons entitled to share in the estate of the vendor.
9. By an agreement of purchase and sale entered into in or about August, 1972, the deceased, in his capacity as administrator of the estate of the vendor, agreed to sell to Burgess Meredith and the latter agreed to purchase all of the remaining land at Crawl Bay belonging to the estate of the vendor. The defendant gave her approval to that agreement. The plaintiffs will refer, at the trial of the action, to the said agreement to sell and purchase for its full terms and legal effect.
10. Legal title to the land which was contracted to be sold to Burgess Meredith was not actually transferred to him, for reasons which are irrelevant to the matters herein, until 2nd January, 1981.





11. The deceased and the defendant agreed, prior to the former's death, that the deceased would receive the whole of the net proceeds of the sale price due from Burgess Meredith at the time of the execution of the transfer in the prescribed form in lieu of the 96' land. The defendant, however, represented to the plaintiffs, after the transfer of the above land to Burgess Meredith was executed, that she was in need of funds and the parties accordingly agreed to distribute the said proceeds between them equally and that the plaintiffs, in their capacity as administrators to the estate of the deceased, would receive, instead of the equivalent to the 96' land at Crawl Bay and instead of the whole of the said proceeds, the said equivalent out of land belonging to the estate of the late Amice Georgiana Ryan, deceased, the deceased's widow, such land being officially described as Registration Section Little Cayman East, Block 91A, Parcel 8 ("Parcel 8").



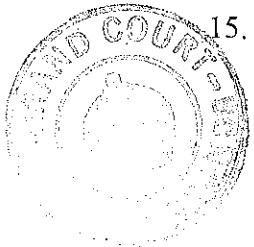
12. Parcel 8 is situated on the north side of Little Cayman and its sea frontage is approximately five hundred and twenty feet (520 ft). It was adjudicated, in 1975, in favour of the deceased and of the defendant in common in equal shares. It was first registered on 10th June, 1976 in accordance with the adjudication record. The register was corrected on 28th January, 1980 to show its proprietor to be the personal representative of the estate of the late Amice Georgiana Ryan, deceased and Parcel 8 was then transmitted to the deceased as administrator of her estate on or about 30th May, 1980. Letters of administration to the estate of the late Amice Georgiana Ryan, deceased were issued to the male plaintiff and to the defendant in September, 1987. They, as such administrators, transferred Parcel 8 to the defen-



dant outright and to the plaintiffs in their capacity as administrators of the estate of the deceased, in common, in equal shares, on or about 22nd January, 1991.

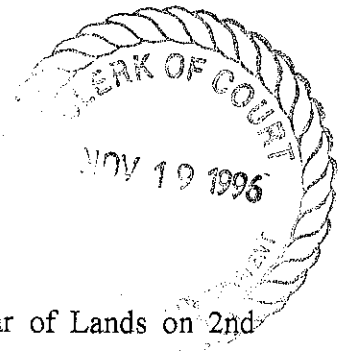
13. The defendant applied to the Registrar of Lands for the partition of Parcel 8 on 2nd September, 1992.

14. The plaintiffs requested, by a letter to the Registrar of Lands of 20th July, 1994, that a part of Parcel 8 equivalent to the 96' land be transferred to them, in their capacity as administrators of the estate of the deceased, prior to any partition of the said parcel taking place. The plaintiffs will refer, at the trial of the action, to their said letter for its full terms and legal effect.



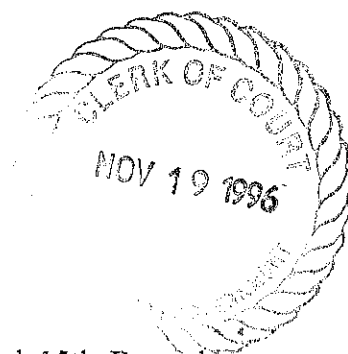
15. The defendant had, on 27th June, 1994, certified to the Registrar of Lands in writing that she had never agreed to transfer any part of her half share in Parcel 8 to the deceased and alleged that, under an agreement between the latter and her, they were to each receive one half thereof. The plaintiffs will refer, at the trial of the action, to the said certificate for its full terms and legal effect.

16. Moreover, the defendant's husband, Darley C. Bodden, certified to the Registrar of Lands, on 19th September, 1994, that his wife had never agreed to transfer any part of her half share to the deceased and that the handwriting on a handwritten copy of a memorandum or note of the last agreement set out in paragraph 11 hereof ("the handwritten copy") signed by the defendant on 27th February, 1982 was not the defendant's. The plaintiffs will refer, at the trial of the action, to the said certificate for its full terms and legal effect.



17. The said application for partition was heard by the Registrar of Lands on 2nd November, 1994 ("the hearing"). The defendant was present and assisted by an attorney-at-law. The male plaintiff appeared in person to represent the deceased's estate.
18. The male plaintiff tendered the handwritten copy in evidence at the hearing. The plaintiffs will refer, at the trial of the action, to the said handwritten copy for its full terms and legal effect.
19. The defendant stated categorically, at the hearing, that she had not written the memorandum or note referred to in paragraph 16 hereof.
20. The Registrar of Lands gave his decision on the defendant's application for partition of Parcel 8 on 3rd November, 1994 ("the decision). He found that the handwritten copy was not in the defendant's own handwriting. He consequently held that Parcel 8 was not subject to any overriding interest nor to any duty or obligation on the part of the proprietor of either share as a trustee. He found that, accordingly, the plaintiffs and the defendant each had a free and unencumbered one-half share in Parcel 8. He ordered that Parcel 8 be partitioned in accordance with his findings. The plaintiffs will refer, at the trial of the action, to the decision for its full terms and legal effect.
21. The defendant obtained the decision by fraud.

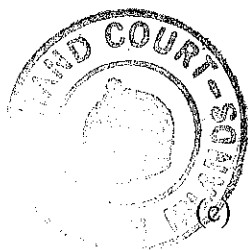




PARTICULARS OF FRAUD

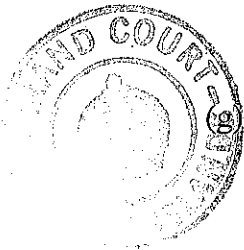
(a) The defendant wrote, in a memorandum or note dated 15th December, 1971, that she was aware of the sale of the 96' land by the deceased to Carl C. Marcum, that land covered by that sale had previously been sold to the deceased, that the latter held a bill of sale for it and that she agreed that the deceased receive land having sea frontage of 96' out of the remaining land belonging to the estate of the deceased at Crawl Bay. The plaintiffs will refer, at the trial of the action, to the said memorandum or note for its full terms and legal effect.

(b) The defendant wrote, in a memorandum or note of 27th February, 1982, that she had agreed that the deceased should be compensated for the sale of the 96' land to the said Carl C. Marcum out of Parcel 8. The plaintiffs will refer, at the trial of the action, to the said memorandum or note for its full terms and legal effect.



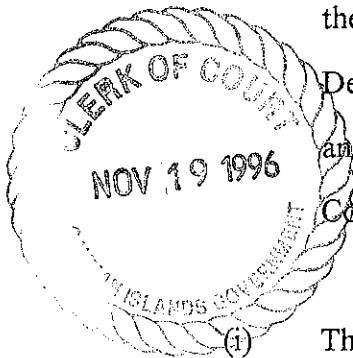
(c) The defendant, who was, at all relevant times, fully aware that she had signed the memoranda or notes referred to in subparagraphs (a) and (b) above and that she had entered into the agreements set out therein, sought to resile therefrom by a certificate addressed to the Clerk of the Courts on 18th March, 1983. The plaintiffs will refer, at the trial of the action, to the said certificate for its full terms and legal effects.

- (d) The defendant sent the certificate of 27th June, 1994 referred to in paragraph 15 hereof to the Registrar of Lands.
- (e) The defendant's husband sent the Registrar of Lands the certificate of 19th September, 1994 referred to in paragraph 16 hereof.
- (f) The defendant stated categorically, at the hearing, that she had never signed anything confirming the right of the deceased's estate to compensation as a result of the sale of the 96' land to Carl C. Marcum.



The defendant denied, at the hearing, having signed the memorandum or note of 27th February, 1982 referred to in subparagraph (b) above.

- (h) The defendant took advantage of the fact that the plaintiffs did not have, at the time of the hearing, photocopies of the memoranda or notes of 15th December, 1971 and 27th February, 1982 referred to in subparagraphs (a) and (b) above or of the certificate sent by the defendant to the Clerk of the Courts on 18th March, 1983 referred to in subparagraph (c) above.



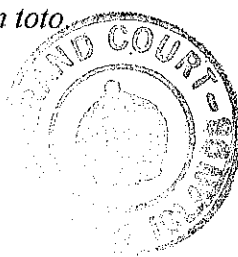
- (i) The defendant knew, at all relevant times, and especially on and prior to 2nd November, 1994, that she had signed the memoranda or notes of 15th December, 1971 and 27th February, 1982 referred to in subparagraphs (a) and (b) above, that she had entered into the agreements set out in paragraph 11 hereof, that the vendor and the deceased had agreed as averred in paragraph 5 hereof and that she had signed the certificate refer-

red to in subparagraph (c) above which she sent or caused to be sent to the Clerk of the Courts on or about 18th March, 1983.

- (j) The defendant intended, at all relevant times, that the Registrar of Lands act upon her representations and those of her husband set out in paragraphs 15 and 16 hereof and in subparagraphs (d), (e), (f) and (g) above and the Registrar of Lands did so.

AND THE PLAINTIFFS CLAIM FROM THE DEFENDANT:

- (a) A DECLARATION that the decision of the Registrar of Lands of 3rd November, 1994 whereby he ordered an equal partition of the land described as Registration Section Little Cayman East, Block 91A, Parcel 8 be partitioned equally between the plaintiffs and the defendant ("the decision") was obtained by the fraud of the defendant and of one of her privies.
- (b) THAT the decision be set aside *in toto*.
- (c) FOR further and/or other relief.
- (d) THAT the defendant pay the plaintiffs' costs of the action.

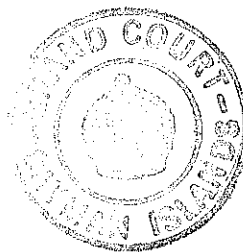


Dated this 19th day of November, 1996

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

TO: The Clerk of the Court

AND TO: The defendant



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