



**Neutral Citation Number: [2025] CIGC (Civ) 28**

**Cause No: G 2025-0230**

**IN THE GRAND COURT OF THE CAYMAN ISLANDS**  
**CIVIL DIVISION**

**IN THE MATTER OF THE ESTATE OF EMILY LOUISE SEYMOUR**  
**IN THE MATTER OF BLOCK 14BH PARCEL 120**  
**IN THE MATTER OF SECTIONS 28, 44 AND 52 OF THE REGISTERED LAND LAW (2018 REVISION)**

**BETWEEN:**

**EDMOND JUNIOR HYDES**  
**(as Executor of Estate, EMILY LOUISE SEYMOUR (deceased))**

**Plaintiff**

**-and-**

**PHILSON GEORGE**

**Defendant**

**Appearances:** **Mr Christopher Perry instructed by Mr Mr H. Phillip Ebanks for the Plaintiff**

**Mr Philson George in person**

**Before:** **The Honourable Justice Jalil Asif KC**

**Heard:** **18 September 2025**

**Ex tempore judgment delivered:** **18 September 2025**

**Finalised judgment approved:** **30 September 2025**

*Civil procedure—circumstances where GCR O.113 summary possession is available*

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## JUDGMENT

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1. This matter is before me today pursuant to an originating summons filed on 29 August 2025 under GCR O.113. The Plaintiff seeks summary possession of a piece of land with registration number Block 14BH, Parcel 120.
2. The defendant, Mr Philson George, who has represented himself before me today, has been occupying the land in question pursuant to a form of contract dated 1 April 2018. The contract was signed by the owner of the land at that time, Emily Seymour and by Mr George on or about 1 April 2018. I will read the terms of the contract:

*“This agreement is between Emily Seymour (Owner) of 6 Mary Street, Shedden Road, and Philson George (Occupier). Whereby, the owner agrees with the Philson George of 13 Mahogany Way Prospect, that he can occupy my land at Goring Avenue and Louis Llewellyn Way in Georgetown, Block and Parcel 14BH20.*

*Philson agrees to undertake all works necessary on the premises at his expense to satisfy his business purpose.*

*The owner agrees that this document can be used by the Philson to take to any insurance Company or agency should he choose to insure the regularize the above mentioned property and content therein.*

*This agreement is binding upon and will inure to the benefit of the parties themselves, as well as their respective representative, successors, permitted assigns, heirs and estates.”*

3. As I have indicated, the contract is then signed, first of all, by Mrs Seymour, described as “Owner”, and by Mr George, described as “Occupier”. Linked with that contract is a receipt dated 2 April 2018, signed by Mrs Seymour, which records:

*“I Emily Seymour received from Philson George, a sum of CI \$500 (five hundred dollars) as consideration for occupation of my property on Elgin Avenue off Goring Avenue and the Louis Llewellyn Way (14BH20) in Georgetown, Grand Cayman.”*

4. Mrs Seymour died in 2022. Since then, Mr Edmond Junior Hydes has obtained a grant of probate on 6 September 2023, authorising him to act as executor of her estate.
5. I have not seen a copy of Mrs Seymour’s will. It does not seem to me that I need to see it for the purpose of determining the originating summons. This is because I am satisfied that the argument

advanced by Mr George in the correspondence that I have seen that the land became *bona vacantia* is unsustainable and has no merit. Where property is not specifically bequeathed in a will, it falls into the residue of the estate in question and is divided amongst the residuary beneficiaries under the will.

6. Since Mr Hydes obtained a grant of probate, from about September 2024 onwards, he has been seeking to obtain possession of the land in question, and Mr George has been resisting that on various bases. The matter has now come before me today, as I indicated, on an application for a grant of summary possession.
7. Mr George has brought to my attention, and to the attention of Mr Perry, the case of *Ebanks v Ebanks* [2018] 1 CILR Note 4. This is a note, rather than a full report, of a judgment of Justice Williams in which, according to the note, he held that the main purpose of GCR O.113 is to provide a speedy and effective procedure for the owners of land to evict persons who have entered or taken occupation of land or who remain on land without the owner's license or consent. The learned judge continued that such proceedings should only be brought where there appears to be no factual dispute requiring resolution by the court. In that case, it was clear that the plaintiff was aware, prior to issuing her originating summons, that if summary proceedings were brought then they would be disputed by the defendant, who would raise a triable issue. Justice Williams stated that if the matter were to remain contested, the use of the summary possession procedure, rather than ordinary possession proceedings, would not be appropriate. The learned judge determined that he would adjourn the proceedings, rather than dismiss the originating summons, for the issue between the parties to be resolved by a way of a trial.
8. Mr George says, relying on *Ebanks v Ebanks*, that I should not allow the summons to go forward because there is a triable issue making the GCR O.113 process inappropriate, namely whether the contract amounts to a lease or a license.
9. I accept Mr Perry's submission that what Justice Williams was indicating in *Ebanks v Ebanks* is that GCR O.113 is a parallel or a similar procedure to summary judgment under GCR O.14. In other words, it is appropriate to use that procedure where there is no real triable issue between the parties, and the court can proceed to make a summary possession order in those circumstances. However, if there is a real issue to be tried between the parties, rather than one that is fanciful, then GCR O.113

is inappropriate. I bear that guidance in mind as I go through my consideration of the issues raised by Mr George in opposition for the application for summary possession.

10. So, turning then to the form of the contract, and whether it amounts to a lease or a mere license, in my view it is not sensibly arguable that the contract amounts to a lease. It does not contain any of the normal hallmarks of a lease, including a provision for exclusive occupation, a provision for a period or term of the lease, and it does not include any provision for rent to be paid, which is the normal price for the occupation being granted.
11. It seems to me that it is really very difficult to argue other than that it is a bare licence to occupy the land. Accordingly, the GCR O.113 procedure is in principle available to the Plaintiff in this matter.
12. The next point, then, is whether the licence has been terminated. On the evidence that I have seen, I am satisfied that it has been made very clear to Mr George on behalf of Mr Hydes, through his attorneys, that Mr George's previously lawful occupation of the property is no longer permitted by Mr Hydes and as a result of that, Mr George should cease his occupation of the land.
13. The contract not providing any provisions as to the nature of the notice to be given to terminate it, the licence will be construed to include an implied provision for termination on reasonable notice.
14. As I indicated in the course of argument, given that the first attempts to exclude Mr George from the property occurred almost exactly a year ago in September 2024, I have to conclude that reasonable notice of the intention that Mr George should no longer have the ability to occupy the property has been given quite some time ago.
15. Mr Perry has submitted that it is for Mr George to demonstrate that there is a triable issue that should go forwards to a determination on a future occasion. That is right. For the reasons that I have set out in this judgment, my conclusion is that Mr George has not done so. As a result, it seems to me that I should make the order for summary possession which is sought by the Plaintiff.

16. As I have ordered that the Plaintiff is essentially the winner as regards these proceedings, I will make the usual order that the Defendant should pay the Plaintiff's costs, to be taxed on the standard basis if not agreed.

**Dated 30 September 2025**

Filed 30 September 2025



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**THE HONOURABLE JUSTICE JALIL ASIF KC**  
**JUDGE OF THE GRAND COURT**