

Writ of Summons (O.6, r.1)

IN THE GRAND COURT OF THE CAYMAN ISLANDS
HOLDEN AT GEORGE TOWN, GRAND CAYMAN

CAUSE NO. OF 2016



BETWEEN

ADMIRAL LEAR ANDERSON

PLAINTIFF

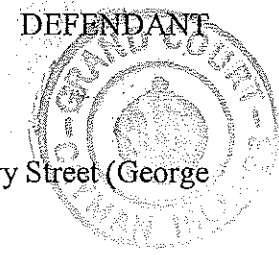
SEP 05 2016

ADMIRAL CLEVELAND ANDERSON

DEFENDANT

SPECIALY ENDORSED WRIT OF SUMMONS

TO DEFENDANT: ADMIRAL CLEVELAND ANDERSON, 129A Mary Street (George Town Central Block OPY Parcel 146, Grand Cayman, Cayman Islands.



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 Plaintiffs may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 5th day of September 2016

NOTE - This Writ may not be served later than 4 calendar 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's date of birth is 8 May 1932. The Plaintiff was the owner of two (2) properties located at 129A and 130 Mary Street, George Town, Grand Cayman, Cayman Islands. Both properties were formerly owned by the Plaintiff and his wife Koreen Elithia Smith-Anderson ("Koreen"). Where below or in any of the documents reference is made to Koreen, Coreen or Kareen it is one and the same person.
2. The property known as 129A Mary Street (George Town Central Block OPY Parcel 146) is described as a five (5) bedroom, three (3) bathroom dwelling house. There are also 5 duplexes immediately adjacent to that property. The Plaintiff also owns property described as 130 Mary Street (George Town Central Block 14BG Parcel 65) which is across the road, which consist of a nine bedroom apartments. This latter property is adjacent to Zephyr House on Mary Street.
3. The Plaintiff and Koreen had four children namely Royal Rose, Klemmie Lolita Christie, Deborah Anderson and the Defendant.
4. During a burglary in the Plaintiff's home, the Plaintiff's wife, Koreen, was assaulted and suffered a head trauma. She received treatment for the head injury in the Cayman Islands. She left the Cayman Island and travelled to the United States in 2008 where she received further treatment. The Plaintiff's wife became unwell and by 2010 was diagnosed with Dementia/Alzheimer's. By or about 22 May 2013 she lived in West Palm Beach at a nursing home. In or about August 2014 she suffered a stroke and was on a life support machine at Kindridge Hospital, West Palm Beach, Florida. She passed away on 7 September 2014. At all times she remained in the United States.
5. The property known as George Town Central Block 14BG Parcel 65 which was registered in the names of Coreen Alicia Anderson and Admiral Lear Anderson was, without the knowledge and therefore consent of the Plaintiff, transferred to Admiral Cleveland Anderson on 7 May 2013 by way of transfer of land which document was notarized by Louis Ebanks. This transfer was and is a fraudulent transfer as neither Koreen nor Admiral Lear Anderson were on Island at the time the documents were allegedly signed by them and they never appeared before Louis Ebanks to sign any such documents. At the time these documents were allegedly signed by the Plaintiff and his wife, the Plaintiff and his wife were in Miami and as stated above Koreen was incapacitated as she was suffering from dementia/Alzheimer's.
6. The property known as George Town Central Block OPY Parcel 146 which belonged to Koreen Anderson and Admiral Lear Anderson was also fraudulently transferred to Admiral Cleveland Anderson on 7 May 2013 by way of a transfer of land which document was notarized by Louis Ebanks. This transfer was a

fraudulent transfer as neither Kareen nor Admiral Anderson were on Island at the time the documents were allegedly signed by them and they never appeared before Louis Ebanks. At the time these documents were allegedly signed by the Plaintiff and his wife, the Plaintiff and his wife were in Miami and as stated above Kareen was incapacitated as she was suffering from dementia/Alzheimer's.

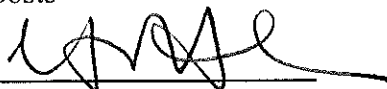
7. The Plaintiff's grandson, Brandon, was originally asked by the Plaintiff to look after the properties and to collect the rental income. Due to pressure from the Defendant, the Plaintiff considered it wise to bring Brandon back to the United States. The Defendant returned to the Cayman Islands and persuaded the Plaintiff to allow him to reside at 129A Mary Street. The Plaintiff by way of a verbal agreement let the Defendant look after the properties for him and to collect the rent for him. The Defendant has never provided the Plaintiff with any rental income from either property.
8. In or about May 2013 the Plaintiff became sick and required surgery to be carried out on his back. He resided in the United States at the same nursing home as his wife.
9. As stated above, the Plaintiff has since learnt that in or about 2013 the properties were transferred without his knowledge or consent to the Defendant. The transfer forms had to be signed in front of a Justice of the Peace in the Cayman Islands. These forms set out that the Plaintiff and his wife were before the Justice of the Peace and that they signed the documents. This could not have taken place at that time as the Plaintiff was off Island and his wife was ill.
10. The Plaintiff wife passed away on 7 September 2014. Several days before the Plaintiff's wife's funeral the Plaintiff was discharged from the nursing home on his own. He returned to his private residence located at 19701 NW 12 Court, Miami, Florida, ZIP Code 333169. The funeral of the Plaintiff's wife took place on 20 September 2014. Deborah Anderson left her teaching job in Atlanta and moved to Miami where she could look after her father.
11. Whilst the Plaintiff was living in Miami with his wife, as stated above, the Defendant was left to look after both of the aforementioned properties. The Defendant was to collect the rent from both of the properties and to maintain them. The Defendant was to send some the rent income to the Plaintiff. Although he still collects the rent he soon stopped sending any of it to the Plaintiff.
12. The Plaintiff was informed by a family member, Jermaine Smith Kidd, that the Defendant was trying to sell the properties in the Cayman Islands. Deborah Anderson contacted the real estate agent at Capital Realty who confirmed the same and referred her to their lawyers. Traci Brummet of Appleby (Cayman) Ltd by various emails in September 2014 also confirmed at that time that the properties had been transferred from the names of the Plaintiff and his wife and into the name of the Defendant on or about 7 May 2013.

13. The Plaintiff never signed any document(s) to transfer any of his properties to the Defendant either by himself or before any Justice of the Peace and in particular Louis Ebanks, he did not give the Defendant permission or authority to transfer any of his properties to the Defendant and he did not have any intention to transfer such or any of his properties to the Defendant. Any such documents signed to effect the transfer of the Plaintiff's property is a forgery purporting to be signed by the Plaintiff or his wife, now deceased. The forged documents, all of which will be disclosed in due course, the contents of which are to be relied upon for the purpose of proof of the alleged fraudulent conduct include:- affidavits; Power of Attorney in the name of Koreen Elesia Smith Anderson; Transfer of Land form dated 1 May 2013; Limited Power of Attorney in the name of Royal Paul Rose; Affidavit of error; Certificate of identification; Transfer of Land in the name of Koreen Anderson; Affidavit in the name of Kareen Anderson and Admiral Anderson dated 7 May 2013 re Block OPY Parcel 146.
14. The Defendant by fraud and forgery has attempted and/or has obtained property by deception contrary to section 247 of (1) of the Penal Code (2010 Revision) by falsely representing that he had the authority to sell the Plaintiff's property namely Block OPY Parcel 146 and Block 14BG Parcel 65.
15. The Defendant by fraud and forgery has attempted or has obtained property by deception contrary to section 285 of (1) of the Penal Code (2010 Revision) by falsely representing that he had a limited power of attorney in the name of the Plaintiff purporting to be signed by the Plaintiff and Koreen Elesia Anderson, dec'd.
16. The Defendant has between the dates 1 January 2013 to 1 October 2015 unlawfully collected rent at 129 Mary Street from 21 Apartments of or about CI\$3,500.00 and 132B Mary Street which consist of 9 apartments at CI\$3,500 per month. The Defendant dishonestly appropriated CI\$115,500.00, which was the property of the Plaintiff with the intent to permanently deprive him of the said sum of money and continues to deprive the Plaintiff of his funds.
17. On 3 September 2014 the Plaintiff travelled from Miami to Grand Cayman with his daughter, Deborah Anderson, and made a formal complaint to the Financial Crime Unit.
18. The Plaintiff has since been shown a medical report by the police as part of its investigations number 008309 dated 3 June 2013 which stated that the Plaintiff was suffering from Dementia/Alzheimer's disease. The consequence of which was that it rendered the Plaintiff unable to take care of himself and unable to make legal decisions. This report is incorrect, as the plaintiff will be able to show by medical records that he has never been treated for either of those conditions.

19. On 17 March 2015 the Plaintiff along with Detective Karen Harrison and Detective Paul Inniss of the Financial Crime Unit visited Dr. Yulius Poplyansky who was the maker of the medical report 0008309 dated 3 June 2013. Dr. Yulius Poplyansky rearranged the appointment to 18 March 2015 at which time he carried out an evaluation on the Plaintiff which report was handed over to the police. The report stated that the Plaintiff was alert and competent. However, it further stated that the doctor was not a psychologist.
20. On 20 August 2015 Detectives Harrison and Inniss attended the Plaintiff's home. They were inquiring into the forged signatures on the land documents, various certificates signed by Louis Ebanks, the transfer of the title of properties referred to above at paragraph 2 and the advertising of those properties for sale in the Cayman Islands. The Plaintiff confirmed to them by way of a statement that neither he nor his wife signed any documents before Mr. Louis Ebanks, Justice of the Peace, in the Cayman Islands. Neither the Plaintiff nor his wife had been in the Cayman Island for the last 5 years from the date of the police visit and thus had no knowledge of what was taking place.
21. The Plaintiff relayed to Detectives Harrison and Inniss that in or about 2012 he had reported Royal Rose and the Defendant to the Chief of Police at the North Miami Police Department for the theft of some of his land documents and his passport. The Plaintiff had also reported the theft of his passport to the USA Immigration Department and was later issued with a new passport.

AND the Plaintiff claims

- (i) Damages of CI\$115,500.00 or alternatively the return of all such rental income from all of Plaintiff's properties.
- (ii) Rectification of the proprietorship section of land register removing the name of the Defendant and replacing it with the Plaintiff's name.
- (iii) Injunctive relief removing the Defendant from the property of the Plaintiff. That the Defendant by himself or his servants or agents be restrained from dealing with the properties herein mentioned above from in any way dealing with the parting with possession of, charging, transferring, encumbering or diminishing the value of the property which all belonged to the Plaintiffs and further be restrained from using any money obtained from those properties and to leave those properties and not to return.
- (iv) Further, pursuant to The Judicature Law (1995 Revision), the Defendant is entitled to and claims interest on such sums as are found to be due at such rate and for such period as the Court shall think fit.
- (v) Costs


Clyde H. Allen, Chambers

THIS WRIT was issued by Clyde H. Allen, Chambers on behalf of the Plaintiff whose address for service is P.O. Box 31076 SMB, 2nd Floor, Suite 10, Jack & Jill Building, 19 Fort Street, KYI-1205, George Town, Grand Cayman, Cayman Islands.

Acknowledgement of service of writ of summons (0.12, r.3)

DIRECTIONS FOR ACKNOWLEDGMENT 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 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 Acknowledgement of Service that he intends to contest the proceedings must also serve a defence on the Attorney for the Plaintiff (or on the Plaintiff if 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 judgement 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 the 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 liquidation 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 apply for a stay, execution will be stayed for 14 days after his Acknowledgment, but he must, within that time, issue a Summons for stay of execution, supported by an affidavit of his means. The affidavit should state any offer which the Defendant desires to make or payment of the money by instalments 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 Acknowledgement of Service and return it to the Courts Office.
2. For the purpose of calculating the period of the 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 deferent 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 authorized 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 GRAND COURT OF THE CAYMAN ISLAND
HOLDEN AT GEORGE TOWN, GRAND CAYMAN

CAUSE NO. OF 2016

BETWEEN ADMIRAL LEAR ANDERSON PLAINTIFF
AND: ADMIRAL CLEVELAND ANDERSON DEFENDANT

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 a 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

Service of the Writ is acknowledged accordingly

(Signed).....

[Attorney] for

Address for service: (please see overleaf)

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.

Clyde Allen
Clyde H. Allen, Chambers,
Attorneys-At-Law
PO Box 31076SMB
Jack & Jill Bldg, KY1-1205
Grand Cayman
Cayman Islands

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