

IN THE GRAND COURT OF THE CAYMAN ISLANDS

BETWEEN:

CAUSE NO: ²⁰⁹ OF 2019

AND:



VELMA BAILEY
VELONEEK MESSAM BLAKE



WRIT OF SUMMONS

TO: VELONEEK MESSAM BLAKE of 50 Dicken Avenue, Bodden Town, PO BOX 11566
APO, Grand Cayman, KY1-110, Cayman Islands

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff, of 235 Oakland Street, Stratford, CT. 06615, USA in respect of the claims set out on the next page.

Within 14 days after service of this Writ on you, (or where this Writ is served on you out of the jurisdiction pursuant to an Order of the Court, within 28 days) counting the day of service, you must either satisfy the claim or return to the Courts Office, P.O. Box 495, George Town, Grand Cayman, KY1-1106, Cayman Islands 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 any 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 17th day of December 2019.

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 that date of original issuance unless renewed by order of the Court

IMPORTANT

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

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: OF 2019

BETWEEN:

VELMA BAILEY

PLAINTIFFS

AND:

VELONEEK MESSAM BLAKE

DEFENDANT

STATEMENT OF CLAIM

1. The Plaintiff and the Defendant are registered as the joint proprietors of Registration section George Town Central, Block 13D, Parcel 307, commonly known as 149 Greenwood Drive, George Town, Grand Cayman (**the Property**).
2. The Plaintiff and the Defendant are sisters.
3. The Property is comprised of 9 units which are let to residential tenants (**the Units**) as well as three-bedroom, one-bathroom apartment. The said apartment was given by the parties' mother to a Mr. Jeremy Jackson. The apartment does not generate income as it is occupied by family members.
4. Following the death of their mother in 2012, it was agreed orally between the parties that they would equally share the rental income derived from the Property and the Units.
5. As the Plaintiff was resident overseas, the Defendant was responsible and required to:
 - 5.1 collect the rents from the tenants of those Units which were let;
 - 5.2 endeavour to find tenants for any of the Units which were not let; and

- 5.3 arrange for the execution of any necessary work to the Property which it was necessary to carry out.
6. The Defendant has since 2012 been collecting rents from the tenants of the Units which have been let. Notwithstanding requests from the Plaintiff to account for the rents (and expenditures) the Defendant between 2012 and 2019 refused to communicate with the Plaintiff. The Defendant, without the consent of the Plaintiff has purported to manage the Property unilaterally, collecting rents and causing expenditure and making her own decisions without any consultation with the Plaintiff.
 7. In breach of the between the Plaintiff and Defendant agreement and agreed course of dealing, and despite the Plaintiff's entitlement to 50% of any rental income, the Defendant, until 25 October 2019, had paid no sum to the Plaintiff in respect of rents from the Units, or any part of such rents, and has consistently neglected or refused to render to the Plaintiff any full and proper account in respect of the said rents and expenses.
 8. On 25 October 2019, the Defendant tendered a draft to the Plaintiff in the sum of CI\$ 31,879.59 which she alleged to be the total of the sums due to the Plaintiff over the 7-year period between September 2012 and October 2019. The Plaintiff believes the 50% of the rental income she is entitled to from this period is more significant and likely to be in excess of CI\$ 100,000.00.
 9. Notwithstanding the repeated demands from the Plaintiff, by reason of the failure of the Defendant to properly account for the receipt of the rental sums, provide copies of tenancy agreements, bank statements and/or full and proper accounts, the Plaintiff is accordingly unable to adequately ascertain, over the past 7 years which Units have been rented, at what price, the particulars of leases, what expenses were necessary and properly incurred, or other dealings with the Units or any parts of the Property.
 10. The Plaintiff thereby claims a full account from the Defendant in respect of all her dealings with the Property and Units since 12 September 2012. The Plaintiff is ready, willing and able to pay her just proportion of the reasonably necessary and proper expenses incurred in maintaining the Property and Units over the said period.
 11. Further by reason of the failure of the Defendant to account for the receipt of the

rental sums, the Plaintiff is entitled to interest on the said sums until judgment or sooner payment pursuant to the equitable jurisdiction of the Court at such rate and for such period as the Court thinks fit, or alternatively at the rate of $2\frac{3}{8}$ % per annum or at such other rate then prevailing and/or determined by the Court in accordance with s.34 of the Judicature Law (2007 Revision) and the Judgment Debts (Rates of Interest) Rules 2012 as amended from time to time.

AND THE PLAINTIFF THEREFORE CLAIMS

- (1) all further proper accounts, inquiries and directions in respect of the Defendant's dealings with the Property since 12 September 2012 including all monies received or expended by her or on her behalf relating to such Property;
- (2) an order that the Defendant pay to the Plaintiff such sums as may be found due upon taking the accounts together with interest as set out in Paragraph 11 above;
- (3) all further proper accounts, inquiries, and directions;
- (4) Such further and other equitable relief as to this Honourable Court may seem just; and
- (5) The costs of this action.

DATED at Grand Cayman this 17th day of December 2019

Nelson & Co

Nelson & Co.

Attorneys for the Plaintiff

THIS WRIT OF SUMMONS AND STATEMENT OF CLAIM is issued by Nelson & Co., Attorneys-at-Law, attorney for the Plaintiff, whose address for service is that of his said attorneys at 31 The Strand, P.O. Box 2075, and Grand Cayman KY1-1105 Cayman Islands.

TO: The Clerk of the Grand Court

AND TO: The Defendant

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: OF 2019

BETWEEN:

VELMA BAILEY

PLAINTIFFS

AND:

VELONEEK MESSAM BLAKE

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 intend to contest the proceedings (tick appropriate box)
 Yes No

3. If the claim against the Defendants 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 Plaintiffs (tick box)
 Yes No

Service of the Writ is acknowledged accordingly

Signed

Attorney for

Address for service:

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

Nelson & Company
Attorneys at Law
PO Box 2075
31 The Strand
46 Canal Point Drive
Grand Cayman KY1-1105
CAYMAN ISLANDS
Attn: C Flanagan/A Carver

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

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 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 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 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 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 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 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 Acknowledgment of Service and return it to the Courts Office.
2. For the purpose of calculating the period of 14 days for acknowledging service (or 28 days in the case of a writ served outside the jurisdiction pursuant to an order of the Court), 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.