

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

GC CAUSE 73 OF 2021

BETWEEN:

LOOKOUT HOLDINGS LTD.

Plaintiff



and

SAMUEL REID

First Defendant

MERVELIN REID

Second Defendant

WRIT OF SUMMONS

TO: SAMUEL REID AND MERVELIN REID of PO Bo 804, Grand Cayman KY1-1103, Cayman Islands

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff, of P.O BOX 30069, George Town, Grand Cayman KY1-1201 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 27th day of April 2021.

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.

BETWEEN:

LOOKOUT HOLDINGS LTD.

Plaintiff

and

SAMUEL REID

First Defendant

MERVELIN REID

Second Defendant

STATEMENT OF CLAIM

1. The Plaintiff is, and was at all material times, an ordinary resident company registered in the Cayman Islands.
2. The First Defendant and the Second Defendant (together the “**Defendants**”) are both individuals.
3. The Plaintiff is, and was at all material times, the legal owner of a piece of land known as Registration Section Bodden Town, Block 43E, Parcel 235 (“**Parcel 235**”) and a piece of land known as Registration Section Bodden Town, Block 43E, Parcel 236 (“**Parcel 236**”).

Parcel 235

4. On or around 23 April 2018, the Plaintiff and the Defendants executed an agreement, the purpose of which was for the Defendants to buy Parcel 235 from the Plaintiff (the “**235 Agreement**”).
5. The terms of the 235 Agreement were, *inter alia*:
 - a. The purchase price of Parcel 235 was CI\$118,108.00 (the “**235 Purchase Price**”);
 - b. A payment of CI\$1,108.00 made 23 April 2018 was to be applied to the 235 Purchase Price as a deposit (the “**235 Deposit**”);

- c. The balance of the 235 Purchase Price (the “**235 Balance**”), which was CI\$117,000 after payment of the 235 Deposit, was to be paid by way of monthly instalments of CI\$500 (the “**235 Monthly Payment**”) commencing on 1 June 2018 up until 1 May 2019;
 - d. The 235 Balance would be interest free for the first year, providing all 235 Monthly Payments were made on time;
 - e. In the event of any 235 Monthly Payment not being made within seven days of the due date, the Plaintiff had the option to:
 - i. Terminate the 235 Agreement and return all funds paid to date to the Defendants up to that date; or
 - ii. Charge 10% interest per annum from the default date for the remainder of the term of the 235 Agreement.
 - f. The 235 Balance owing under the terms of the 235 Agreement was to be paid in full on 1 May 2019 by any of the following three options, at the Defendants’ election as to which:
 - i. The remaining 235 Balance to be paid in full;
 - ii. A bank mortgage to be obtained for the remaining 235 Balance;
 - iii. Financing through the Plaintiff on terms and conditions to be agreed.
6. On or around 23 April 2018, the Plaintiff orally granted a licence to the Defendants that they could visit Parcel 235 (the “**Licence**”). The Licence did not grant a right of occupation, a right to build any property or other structure, or a right to keep animals on Parcel 235.
 7. The Defendants breached the terms of the 235 Agreement by failing to comply with the 235 Monthly Payments required up until 1 May 2019, and thereafter failing to pay in full the 235 Balance, as required.
 8. The following payments were made by the Defendants which were purportedly towards the 235 Balance owing under the 235 Agreement:
 - a. CI\$1,108 on or around 23 April 2018 (the Deposit);
 - b. CI\$3,500 on or around 21 June 2018;
 - c. CI\$1,000 on or around 8 April 2019;
 - d. CI\$2,000 on or around 14 June 2019;
 - e. CI\$3,000 on or around 18 August 2020;
 - f. CI\$1,000 on or around 7 September 2020;
 - g. CI\$3,000 on or around 11 April 2020;

9. As at 1 May 2019 the Defendants had been in arrears to the Plaintiff for 7 of the preceding 12 months. The 235 Balance was not repaid in full, as required by the terms of the 235 Agreement.
10. On or around December 2018, in further breach of the 235 Agreement, the Defendants constructed a dwelling on Parcel 235 (the “**Property**”). In January 2019 the Defendants were told by Ms. Sharon Hurlston of Lookout to remove the Property as they had no right to build on Parcel 235. The Defendants failed to remove the Property and the Property remains on Parcel 235 to this date. The Defendants, in breach of the Licence, now reside in the Property.
11. By way of letter dated 3 April 2019 the Plaintiff wrote to the Defendants terminating the 235 Agreement and requesting that the Defendants vacate Parcel 235 immediately, thereby also terminating the Licence. This letter was served on the Defendants on 5 April 2019. The Defendants failed to vacate Parcel 235 and remained there as trespassers.
12. On 17 July 2019, the Plaintiff’s then attorneys, Nelson and Co., wrote to the Defendants stating again that the 235 Agreement had been terminated by virtue of the 3 April 2019 letter and the Defendants were required to vacate Parcel 235. The letter further stated that the Property, which had been built in breach of the Licence, must be demolished by 2 August 2019, otherwise the Plaintiff would take steps to do so.
13. On or around 12 August 2019 an oral agreement was reached (the “**Oral Agreement**”) between Mr. John Broadbent for the Plaintiff and Mr. Samuel Reid for the Defendants that the Defendants could remain in occupation of Parcel 235 and keep the existing Property on the following terms:
 - a. The arrears owed to the Plaintiff would be paid in full;
 - b. Arrears would be calculated as if the term within the Agreement as to funding the 235 Purchase Price by 235 Monthly Payments had been extended up to and including 1 August 2019 (the arrears would therefore have been CI\$1,000 in mid August);
 - c. Full repayment was to be made by the end of September 2019;
 - d. Repairs/renovations/extensions must be carried out on the Property within three months, including, *inter alia*:
 - i. Apply foam and marmoran to the Property;
 - ii. Place the Property in state of good repair; and
 - iii. Remove all vehicles and materials from the land.
 - e. Subject to the above, the 235 Agreement would be reinstated;
14. By way of a letter, dated 22 July 2020, the Plaintiff wrote to the Defendants recording that the Defendants had breached the terms of the Oral Agreement as set out in paragraph 13, above.

15. The Defendants were, by that letter, given notice that the 235 Agreement was terminated and that they were required to vacate Parcel 235 and Property, thereby terminating the Licence, within 7 days of the date of the letter.
16. The Defendants failed to vacate Parcel 235 within 7 days, or at all, and remained in occupation as trespassers.
17. The Plaintiff instructed its then attorneys, Nelsons, to write to the Defendants. By way of letter dated 6 April 2021, and personally served on each of the Defendants on 8 April 2021, Nelsons advised the Defendants that they were in unlawful occupation of Parcel 235 and the Property and that they must vacate by 21 April 2021, failing which legal proceedings would be commenced.
18. By way of letter dated 9 April 2021, the Defendants refused to vacate.
19. In light of the Defendants breaches of both the 235 Agreement and the Oral Agreement, the Defendants are entitled to, and now seek, vacant possession of Parcel 235 and Property, forfeiture of the monies paid by the Plaintiffs to date, and/or damages for the time the Defendants spent in occupation of Parcel 235 or otherwise had a Licence to use Parcel 235.
20. In addition, the Plaintiff claims damages in respect of losses arising from removing the Property or remedying damage caused to Parcel 235 by the Defendants.
21. The Plaintiff further claims contractual interest at a rate of 10% per annum on all payments due under the 235 Agreement from the date of the first default on 1 June 2018, or otherwise interest in accordance with section 34 of the Judicature Law at a rate of 2 3/8% or as may be amended from time to time. The Defendant seeks interest on any damages awarded in accordance with section 34 of the Judicature Law at a rate of 2 3/8% or as may be amended from time to time.

Parcel 236

22. On or around 21 June 2018 the Plaintiff and the Defendants executed an agreement, the purposed of which was for the Defendants to buy Parcel 236 from the Plaintiff (the “**236 Agreement**”).
23. The terms of the 236 Agreement were, *inter alia*:
 - a. The purchase price of Parcel 236 was CI\$104,831.00 (the “**236 Purchase Price**”);
 - b. A payment of CI\$2,400.00 made 21 June 2018 was to be applied to the 236 Purchase Price as a deposit (the “**236 Deposit**”);

- c. The balance of the 236 Purchase Price (the “**236 Balance**”), which was CI\$102.431.00 after payment of the 236 Deposit, was to be paid by way of monthly instalments of CI\$500 (the “**236 Monthly Payment**”) commencing on 1 August 2018;
 - d. The 236 Balance would be interest free for the first year, providing all 236 Monthly Payments were made on time;
 - e. In the event of any 236 Monthly Payment not being made within seven days of the due date, the Plaintiff had the option to:
 - i. Terminate the 236 Agreement and return all funds paid to date to the Defendants up to that date; or
 - ii. Charge 10% interest per annum from the default date for the remainder of the term of the 236 Agreement.
 - f. The 236 Balance owing under the terms of the 236 Agreement was to be paid in full on 1 May 2019 by any of the following three options, at the Defendants’ election as to which:
 - i. The remaining 236 Balance to be paid in full;
 - ii. A bank mortgage to be obtained for the remaining 236 Balance;
 - iii. Financing through the Plaintiff on terms and conditions to be agreed.
24. Other than payment of the 236 Deposit, the Defendants never made any payment towards to the 236 Purchase Price and failed to pay any of the 236 Monthly Payments due.
25. On 3 April 2019, the Plaintiff wrote to the Defendants noting that the Defendants were in arrears and in breach of the terms of the 236 Agreement. The Plaintiff elected, in accordance with the terms of the 236 Agreement, to terminate the 236 Agreement and to return to the Defendants the 236 Deposit. A cheque was made available to the Defendants in the sum of CI\$2,400 which the Defendants refused to accept.
26. Sometime prior to August 2019, the Defendants erected goat pens on Parcel 236 and began to keep goats on Parcel 236. The Defendants were granted no rights to do this by the Plaintiff and the keeping of goats and the erection of the goat pen was unlawful.
27. On or around 12 August 2019, At the meeting between Mr. Broadbent for the Plaintiff and Mr. Reid for the Defendants, the Defendants agreed to vacate Parcel 236.
28. In the Plaintiff’s letter to the Defendants dated 22 July 2020, the Defendants were again informed that they were trespassing on Parcel 236, that they were required to vacate Parcel 236 immediately and that a cheque for CI\$2,4000 was available for them to collect.
29. The Defendants did not vacate Parcel 236 or collect the cheque for CI\$2,400.

30. The Plaintiff instructed its then attorneys, Nelsons, to write to the Defendants. By way of letter dated 6 April 2021 and personally served on each of the Defendants on 8 April 2021 Nelsons advised the Defendants that they were in unlawful occupation of Parcel 236 must vacate immediately.
31. The Defendants, through CP Attorneys, wrote to the Plaintiffs attorneys on 9 April 2021 stating that the Defendants would cease occupation of Parcel 236, remove the goats and release any interest they might otherwise have sought to claim in Parcel 236. The Defendants stated they would do this by 20 April 2021.
32. On 19 April 2021 the Plaintiff's attorney responded confirming no legal action would be taken in relation to Parcel 236 if it was vacated by 20 April 2021, providing that both the goats and the goat pen were removed.
33. As of Saturday 24 April 2020 the Defendants had failed to vacate Parcel 236 and failed to remove the goats and/or goat pen.

AND THE PLAINTIFF CLAIMS

- (i) A Declaration that the 235 Agreement, the Oral Agreement and the 236 Agreement have been terminated;
- (ii) That the Defendants shall vacate and give up to the Plaintiff, vacant possession of Parcel 235 and Parcel 236, within 7 days of the date of any such Order made on this Writ of Summons;
- (iii) That the Plaintiff shall have leave to issue a Writ of Possession in relation to Parcel 235 and Parcel 236 and the Property upon the expiry of the 7 days referred to above;
- (iv) That the Defendants do forfeit to the Plaintiff all monies paid to the Plaintiff as at the date of issuing this Writ of Summons;
- (v) Interest at a rate of 10% per annum on the 235 Balance and the 236 Balance in accordance with the 235 Agreement and the 236 Agreement from the date of the first default on 1 June 2018 and 1 August 2018 respectively;
- (vi) In the alternative, interest on the Balance at a rate of $2\frac{3}{8}\%$ in accordance with section 34 of the Judicature Law (2021 Revision) and in accordance with the Judgment Debts (Rates of Interest) Rules 2012, as amended from time to time;
- (vii) Damages or equitable compensation for the Defendants' time in occupation of Parcel 235 and Parcel 236, and/or for the period for which the Defendants were granted a Licence;

- (viii) Damages for any costs to the Plaintiff in removing the Property from Parcel 235 or otherwise remedying the condition of Parcel 235 or 236 as a result of any damage caused by the Defendants;
- (ix) Interest on damages awarded at a rate of 2 ³/₈% in accordance with section 34 of the Judicature Law (2021 Revision) and in accordance with the Judgment Debts (Rates of Interest) Rules 2012, as amended from time to time;
- (x) Such further and other equitable relief as this Honourable Court may consider just; and
- (xi) Costs

DATED at Grand Cayman this 27th day of April 2021



Nelsons

Attorneys for the Plaintiff

TO: The Clerk of the Court
AND TO: The Defendants

BETWEEN:

LOOKOUT HOLDINGS LTD.

Plaintiff

and

SAMUEL REID

First Defendant

MERVELIN REID

Second 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.

Nelsons
Attorneys at Law
PO Box 30069
31 The Strand
46 Canal Point Drive
Grand Cayman KY1-1201
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.

[Empty box for defendant's attorney indorsement]

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

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.