



IN THE GRAND COURT OF THE CAYMAN ISLANDS

**Cause No. of 2021
LACV 164 of 2021**

BETWEEN:

MARCIA LUVISA ANDERSON

Plaintiff

AND:

ANDREW ANTHONY FOSTER

Defendant

WRIT OF SUMMONS

TO:

Andrew Foster
45 Cadet Drive
Grand Cayman

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

Issued this 5th day of November 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 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 is ordinarily resident in the Cayman Islands and the parties were in a personal relationship as common law partners from 2011 to 2019.
2. In 2015 the parties verbally agreed to purchase a property together to reside in during the course of their relationship.
3. Pursuant to this agreement the parties entered into a contract for the purchase of a property legally identified as Registration Section Lower Valley, Block 32E, Parcel 84 **(the property)**.
4. On or about December 2015, the parties executed a Form RL1 transfer of land to purchase the property for a total consideration of CI\$360,000 for the Property.
5. The property was conveyed to the parties as joint tenants and was registered in their names as joint proprietors on the 6th of January 2016 by the Registrar of Lands.
6. The property was purchased with the assistance of a loan of CI\$320,400 from a local bank with the loan being in the joint names of the parties.
7. The parties placed money into an account at RBC bank account 739-805-0 opened in October 2015 for the purposes of contributing to the purchase and associated costs of the property and made the following respective net contributions:

The defendant:	\$49,205.93
The plaintiff:	\$30,601

Particulars of the transactions are detailed in a Schedule to this Statement of Claim.

8. The agreement between the parties was partially verbal and partially implied at the time of purchase and the agreement was that the parties:
 - a. would reside together in the property and permit each other joint peaceful occupation of same;
 - b. the parties would share the expenses of the property with the plaintiff paying the mortgage and insurance for the property and the defendant paying all other expenses.

9. After purchasing the property, the parties moved in and complied with the terms of the agreement until 2019 when the parties relationship broke down. In February 2021, and in breach of the defendant's obligation to allow the plaintiff peaceful joint occupation of the property, the defendant's conduct caused the plaintiff to move out of the property with the defendant remaining resident at the property.

10. Since that time the plaintiff has continued to be responsible for the payment of the mortgage payments of \$1,523.68 per month and has had to pay rent at alternative accommodation at the cost of \$1,400 per month.

11. The parties are unable to agree to a sale and division of the proceeds of sale and the plaintiff seeks the following relief;
 - a) A declaration that the parties are entitled to equal shares in the property.
 - b) An order for sale of the property and consequential directions relating to same.
 - c) An account of the sums due from the defendant to the plaintiff in respect of the plaintiff's payment of mortgage instalments and insurance for the property from February 2021 to the date of trial or in the alternative payment of occupational rent from the defendant to the plaintiff for the same period.
 - d) An order that all sums found to be due from the defendant to the plaintiff shall (if not previously paid) be deducted from his share of the proceeds of sale of the property (if any) before distribution thereof
 - e) An order for the costs of the proceedings in favour of the plaintiff.
 - f) Such other orders and relief as the court deems appropriate.



KSG

Attorneys for the Plaintiff

**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 495G, 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 installments 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, 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.

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.

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

KSG
Attorneys at Law
4th Floor Harbour Centre
42 North Church Street
PO Box 2255 KY1-1107
George Town
Grand Cayman

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