



COURT OF THE CAYMAN ISLANDS
ON

CAUSE NO. of 2022

JOHN ROSS MCDONOUGH Q C

PLAINTIFF

AND:

BRENDA-LEE GILLIAN LYONS

DEFENDANT

WRIT OF SUMMONS

TO: Brenda-Lee Gillian Lyons
24 Coconut Drive
South Sound
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 service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, PO Box 495GT, George Town, Grand Cayman, the accompanying Acknowledgment of Service form 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 day of 2022

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 an individual, a retired lawyer, a Caymanian and a self-sufficient resident in Grand Cayman.
2. The Defendant is also a Caymanian, but is a gold digging, lazy, good for nothing, workshy, scrounger, who hasn't worked a day in her life and whose only intention in life is to extract as much net worth from the Plaintiff and/or his estate when he dies as she possibly can. There are 2 children of the relationship. The Plaintiff fully recognises his financial obligations to provide maintenance for the children until they reach a certain age. The Defendant does not and considers she has none.

The CI\$190,000 loan and the Cayman Lakes land

3. In or around March 2020, despite having no capability to repay it (except from "help" from her father) the Defendant asked the Plaintiff for a loan in the sum of \$190,000 to facilitate the purchase of a parcel of land at Cayman Lakes in South Sound, Grand Cayman being South Sound Block 15E Parcel 301 ("the Cayman Lakes land"). The Plaintiff foolishly agreed to this request and made an INTEREST FREE loan to the Defendant of CI\$190,000 on or around 23 March 2020 ("the CI\$190,000 loan"). Certain of the terms of the agreement in relation to the CI\$190,000 loan were that the Defendant would grant the Plaintiff a legal charge over the Cayman Lakes land and would repay the \$190,000 loan by instalments in the sum of CI\$5,000 for month ("the Security and Repayment Terms").
4. In an affidavit sworn before the Summary Court in action number S00054 of 2020/the Defendant acknowledged on oath that she had received the CI\$190,000 loan from the Plaintiff, confirmed that she had applied the CI\$190,000 loan towards the purchase price of the Cayman Lakes land and acknowledged that she was bound to repay it to the Plaintiff by monthly instalments of CI\$5,000 in accordance with the Repayment Terms.
5. However, in breach of the Security and Repayment terms, the Defendant has refused and/or failed to grant the Plaintiff a charge over the Cayman Lakes land despite the Plaintiff's insistence that she do so and her own admission that the CI\$190,000 loan would be repaid in terms of the Security and Repayment Terms, the Defendant has failed to pay the monthly instalments due under them. To date the Defendant has made only the following repayments:

CI\$5,000.00 on 14 April 2020
CI\$4,000.00 on 6 May 2020
CI\$1,000.00 on 8 May 2020
CI\$5,000.00 on 19 June 2020
CI\$4,000.00 on 20 July 2020
CI\$3,000.00 on 4 August 2020
CI\$1,023.60 on 7 August 2020
CI\$4,000.00 on 19 September 2020

CI\$4,000.00 on 28 September 2020

Total CI\$31,023.60.

6. This leaves an outstanding balance owing in respect of the CI\$190,000 loan of CI\$158,976.40 which is now due and owing to the Plaintiff. However, despite demand, the Defendant has failed or refused to pay the Plaintiff the said sum of CI\$158,976.40 or any part of of it.
7. Further, given that the CI\$190,000 loan was given to the Defendant to purchase the Cayman Lakes land, the Defendant holds the Cayman Lakes land on a resulting trust for both herself and the Plaintiff. This conclusion is further reinforced by the fact that the Defendant recently borrowed from the Plaintiff, a yet further loan of US\$100,000 ("the US\$100,000") to allow her builders to commence work on developing the Cayman Lakes land¹(as to which see further below).
8. Then, at the same time as the Defendant attested to this Honourable Court in a form C10 declaration in Case Number SMA00027/2020 in proceedings in September 2020 that she expected to look for work as a paralegal in the next two years ("the Form C10 Declaration") when our daughter Lily was old enough to attend nursery school she has undertaken no such efforts what so eve. Lily has had a fulltime helper since she born and started attending nursery school in September 2020. Between then and now, the Defendant has done ABSOLUTELY NOTHING to even attempt to find any gainful employment, preferring instead to live off the Plaintiff's rapidly diminishing retirement funds.
9. Lily has now been in nursery school for well over 2 years and despite the fact that the Defendant has had a full-time helper throughout that period (in fact she illegally employed 2 helpers for part of that period) whose wages are, of course, paid by money the Defendant obtains from the Plaintiff's retirement funds, the helper does next to little other than occasionally drop Lily off at nursery, then pick her up at 11.45am. Whatever housework might be required to be done in the house could easily be done but the Defendant, but she does not do a thing to keep the house in order preferring instead to pander herself in the numerous gym and exercise facilities she attends often twice a day.
10. No doubt the Defendant will assert that her responsibilities to Lily have hindered her efforts (although they were already zero) to attempt to secure ANY SORT of gainful employment but the fact is that she made no efforts to find any gainful employment by which she could make any sort of contribution to the the upkeep of the family property, 24 Coconut Drive, George Town which she now owns after the Plaintiff transferred it to her in full and final of settlement of his financial obligations to JJ and Lily. On the other hand, the Defendant has

¹ It may surprise this Honourable Court that instead of using this and other cash she had accumulated that she chose to purchase an uninhabitable piece or raw land rather than, say a two-bedroomed condominium which she and the two children could have been very comfortable housed (and to the exclusion of the Plaintiff of course.)

contributed nothing financially to the maintenance of the children all of which have been paid by the Plaintiff.

11. As explained above, another term of the CI\$190,000 loan was that the Defendant would grant the Plaintiff a charge over the Cayman Lakes land to secure the CI\$ 190,000 loan. However, in typical fashion, the Defendant has refused to comply with/or failed to honor the Security and Repayment Terms and has refused to grant the Plaintiff a charge over the Cayman Lakes land despite Plaintiff's insistence that she does so. However, as the Defendant clearly purchased the Cayman Lakes land with money given to her by the Plaintiff, it could not be clearer that she holds the Cayman Lakes land on a resulting trust for the benefit of both the Plaintiff and the Defendant and the Cayman Lakes cannot be sold without the permission of the Plaintiff. This conclusion is reinforced by the fact that the Defendant then took further substantial sums of money from the Plaintiff substantial sums of money so that she could start to develop the Cayman Lakes land, accepting in this regard a loan from the Plaintiff for US\$100,000 ("the 100,000 loan") again with no ability to repay it as she has nor had a job at no job nor was making any effort to find employment. It was simply yet another money grab which the Plaintiff fell for (again)².

Theft of the White Model X Tesla Registration Number 198108 ("the White Tesla")

12. In 2019, the Plaintiff purchased a brand new white Model X Tesla motor vehicle ("the White Tesla") from Tesla Florida Inc paying the price of CI\$123,870.74 and significant further fees in relation to, inter alia, shipping costs and import duties to land the White Tesla in the Cayman Islands. The White Tesla was subsequently registered in the Cayman Islands in or around October 2019 under registration number 198108. The Plaintiff was, therefore, at all times, the sole legal and beneficial owner of the White Tesla (the Defendant expended none of her money buying the White Tesla. When it was landed in the Cayman Islands, the Plaintiff was in the United Kingdom as his father had fallen seriously ill and he went there to give comfort and support to his parents. Therefore, as a matter of expediency, he agreed with the Defendant that the White Tesla would be registered in the Cayman Islands in the Defendant's name and held by the Defendant on trust and for the benefit of the Plaintiff, the Defendant having paid nothing from her own funds towards any of the costs of the purchase, freight fees, import/customs duty, registration or insuring of the White Tesla, all of which costs were borne by the Plaintiff.
13. It was the clear understanding of both the Defendant and the Plaintiff at that time that the Plaintiff would remain the sole beneficial owner of the White Tesla and that the Defendant would hold the White Tesla on a resulting trust for the benefit of the Plaintiff. Acting on this understanding, the Plaintiff gave the Defendant permission to use the vehicle but nothing more. The Defendant had no right to sell the White Tesla as she held it on a resulting trust for the Plaintiff. The Defendant accepted that this was the case but in late 2019, the relationship between the Plaintiff and the Defendant broke down and the parties separated. Thereafter, the Plaintiff made repeated demands that the Defendant deliver up

² Although in her typical modus operandi, the Defendant will no doubt attempt to characterize this loan as yet a further "gift". She refused to sign a promissory note acknowledging that it was a loan which she had to repay to the Plaintiff or his estate,

the White Tesla to him. For a number of months the Defendant did not respond to these demands until April/May 2020 when she asserted for the first time that she viewed the White Tesla as a gift given to her by the Plaintiff (as she did with the Red Mini, as to which see below). The Plaintiff of course never did anything of the sort³. Neither at that time, nor subsequently, has the Defendant ever provided any particulars as to when, why or how she contends that the purported gift of the White Tesla was made by the Plaintiff to her nor provided any evidence that the Plaintiff did make the purported gift to her.

14. In breach of the resulting trust as aforesaid, the Defendant ignored the Plaintiff's repeated requests that she deliver up the White Tesla to him, stole the White Tesla from the Plaintiff, appropriated it for her own use and benefit and in or around August 2020 sold it and in further breach of trust has failed to account to the Plaintiff for any of the proceeds of the sale of the White Tesla.
15. The Plaintiff is unaware of the amount the White Tesla was sold for by the Defendant but he is aware that in July 2020, the Defendant advertised the White Tesla for sale on eCaytrade at a price of CI\$145,000 and that the White Tesla was sold shortly thereafter. The Plaintiff demands a full accounting of the proceeds of sale of the White Tesla.

The Red Mini

16. On a date unknown to the Plaintiff but at a time when the Plaintiff was away from the Cayman Islands and working in Hong Kong, the Defendant purchased a Red Mini motor vehicle using the Plaintiff's money. The Defendant did not ask the Plaintiff if she could use his funds to buy the Red Mini, rather she just helped herself to the Plaintiff's money to buy the vehicle and did not even tell the Plaintiff that she had done so. The Plaintiff only found out that the Defendant had purchased the Red Mini on his next trip back to Cayman when he saw it sitting in the driveway of his house at 24 Coconut Drive, Grand Cayman. So the purchase of the Red Mini was made without any knowledge on the part of the Plaintiff but importantly was bought using his money and so until its sale, it was held by the Defendant on a resulting trust for the Plaintiff. Subsequently, and in breach of the resulting trust referred to above the Defendant sold the Red Mini and retained the proceeds of its sale. The Plaintiff does not know what value the Defendant extracted from the sale of the Red Mini but demands a full accounting of the money earned from its sale.

The CI\$50,000 loan

17. In March 2019 the Defendant asked the Plaintiff to lend her CI\$50,000 which, she informed him, she intended to loan to a friend of hers who needed capital for her business ("the of CI\$50,000 loan"). The Defendant had apparently agreed with her friend that her friend would repay the Defendant the CI\$50,000 and an additional amount of CI\$5,000 at the end of six months. The Plaintiff duly acceded to the Defendant's request and made the

³ The Court may infer that from the fact that the Plaintiff made consistent demands for the return to him of the White Tesla that that is strong evidence that no "gift" of the White Tesla ever took place but rather that a theft of the White Tesla by the Defendant did.

CI\$50,000 loan to the Defendant on the condition that the Defendant would repay the CI\$50,000 loan to the Plaintiff when her friend repaid the Defendant.

18. On a date unknown to the Plaintiff, the Defendant duly received repayment of the CI\$50,000 from her friend, but in breach of the terms of the CI\$50,000 loan, the Defendant did not make repayment of the CI\$50,000 loan to the Plaintiff. However, in November 2019, the Plaintiff, assisted by the Defendant, imported a Black Model X Tesla motor vehicle into the Cayman Islands which was subsequently allocated the registration number 198798 ("the Black Tesla"). The Defendant has asserted that she applied the CI\$50,000 loan towards the purchase of the Black Tesla.

The BlackTesla

19. In or around November 2019, the Plaintiff purchased and landed the Black Tesla in the Cayman Islands. The Black Tesla was registered in his name, all freight duties, import taxes and all other expenses involved in its importation and insurance were made by him. Since then the Plaintiff has paid all of the running costs and insurance in respect of the Black Tesla and he remains the true legal and beneficial owner of it. Notwithstanding this, the Defendant has recently asserted that the Plaintiff made a gift of the Black Tesla to her on a date unknown to the Plaintiff. The Defendant has never given any particulars of the as to how the Black Tesla came to be transferred to the Plaintiff's name and the Plaintiff is of the view that no such transfer took place ("the Disputed Transfer"). The Plaintiff has asked the Defendant for sight of copies of the transfer documents but the Defendant has refused to allow him sight of these. Although she has not said so in terms, it is reasonable to assume that the Defendant will not seek to contend that the Disputed Transfer was anything other than gratuitous nor that she gave any value for the Disputed Transfer and that this was yet another gift from the Plaintiff to the Defendant.
20. It is the Plaintiff's position that the Disputed Transfer never took place and that he has at all times been, and still remains the true legal and beneficial owner, of the Black Tesla. If any documentation exists which on its face might be said to provide evidence of the Disputed Transfer, it was not executed by the Plaintiff and if such documentation purports to contain the Plaintiff's signature then that signature has been forged.

The Disputed Transfer and the CI\$50,000 loan

21. The Plaintiff denies that he made a gift of the Black Tesla to the Defendant and the question of whether he did or not is likely to be an issue which will require to be determined in these proceedings. If it is determined by the Court that the Plaintiff did not make a gift of the Black Tesla to the Defendant and therefore remains the true legal and beneficial owner of the Black Tesla, then in effect, the Defendant will still have the liability to repay the CI\$50,000 loan the Plaintiff. However, if it is subsequently determined that the Plaintiff did use the US\$50,000 loan towards the price to the Black Tesla then, if and only if the Defendant delivers up the Black Tesla in good condition (as to which see below) the Defendant will have in effect repaid the CI\$50,000.

22. If she did in fact apply the CI\$50,000 loan towards the purchase of the Black Tesla, and she delivers up the Black Tesla in reasonable condition to the Plaintiff she will have effectively made the repayment of the CI\$50,000 loan but that means that if she has no interest in the Black Tesla and the Plaintiff remains the true, complete, legal and beneficial owner of it and the Defendant must deliver up the title documents and keys to the Black Tesla to the Plaintiff and execute a transfer form by which she will transfer it back to the Plaintiff.

The US\$100,000 loan

23. In or around March 2022, the Defendant begged the Plaintiff for a further loan of US\$100,000 ("the US\$100,000 loan") for the purpose of commencing development of the Cayman Lakes land. The Plaintiff again foolishly agreed to this request but made his lending subject to the condition that the Defendant would execute a Promissory Note ("the Promissory Note") in which she would acknowledge that she had borrowed the US\$100,000 loan and that she would repay the Plaintiff the US\$100,000 loan. Despite request, the Defendant has refused to sign the Promissory Note. She apparently has some bizarre notion that having already gifted her millions of dollars, the Plaintiff should keep making gifts to her, despite the fact that by then the parties' relationship has completely broken down.

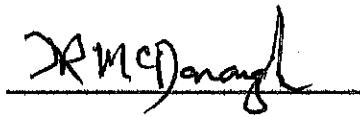
STATEMENT REGARDING INTEREST

24. The Plaintiff seeks pre and post judgment interest at the rate of 2.375% per annum from the date of issue of this writ to the date of payment in accordance with the contract terms and the provisions of the Judicature Law.
25. The current interest rate claimed on the liquidated aspects of the claim is being the 2.375%.
26. The current interest on the presently liquidated aspects of the claim (being the shortfall of the claim under the CI\$190,000 loan is C\$19,37 daily, for the CI\$50,000 loan is C\$I3.25 daily and for the US\$100,000 loan is CI\$5.35 daily. This makes a total daily amount for interest of CI\$37.97.
27. Interest is claimed on the sum claimed from the date of issue of the Writ.
28. The amount of interest owing as at the issue of the Writ is CI\$0.00.
29. The amount of interest accruing each day following the issue of this Writ is CI\$37.97.

AND THE PLAINTIFF CLAIMS:

- a) The said sum of CI\$158976.40 being the balance owing on the CI\$190,000 loan.

- b) An accounting of the proceeds of the sale of the White Tesla.
- c) An accounting of the proceeds of the Red Mini.
- d) Payment of the CI\$50,000 loan.
- e) Delivery up to him of the Black Tesla.
- f) Payment of the US\$100,000 loan.
- g) Costs or alternatively fixed costs in the sum of CI\$500.00 plus filing fees and bailiff's fee for service



Plaintiff

If within the time for returning the Acknowledgement of Service the Defendant pays to the Plaintiff's Attorneys the total amount claimed of CI\$520,000 and all filing fees and all interest, claimed all further proceedings will be stayed.

Plaintiff's address for service:

59 Villas of the Galleons West Bay Road Grand Cayman
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**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, PO Box 495GT, George Town, Grand Cayman.

2. A Defendant who states in their 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 their Defence within the appropriate time, the Plaintiff may *enter judgment against them 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, 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, a Writ served on the Defendant 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 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.

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 suing in person) of his name, address and reference, if any, in the box below.

Plaintiff
John Ross McDonough
Acting In Person
59 Villas of the Galleons
Grand Cayman
Cayman Islands

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

[Empty box for Defendant's Attorney indorsement]