



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

**CAUSE NO: GC**

**OF 2022**

**(1) THOMAS SHROPSHIRE**

**and**

**(2) COMMUNITY TRUST & INVESTMENT COMPANY  
AS TRUSTEE FOR JAMES SHROPSHIRE**

**Plaintiffs**

**and**

**SEAN REID**

**Defendant**

---

**WRIT OF SUMMONS**

---

**TO: MR SEAN REID, 210 South Church Street, George Town, Grand Cayman, Cayman Islands, Block 14E, Parcel 10, registration section George Town South.**

**THIS WRIT OF SUMMONS** has been issued against you by the above-named Plaintiffs, of (1) 770 Shamrock Road, Unit 105, George Town, Grand Cayman; and (2) 100 E Vine street Lexington Kentucky, USA.

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 Courts Office, P.O. Box 495, George Town, Grand Cayman, KY1-1106, Cayman

This **WRIT OF SUMMONS AND STATEMENT OF CLAIM** was filed by the First and Second Plaintiffs' attorneys, Nelsons, whose address is PO Box 30069, 31 The Strand, 46 Canal Point Drive, Grand Cayman KY1-1201, Cayman Islands (Ref: AC/4500-004)

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 28<sup>th</sup> December 2022.

**NOTE** this Writ may not be served later than 4 calendar months beginning with the 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: GC

OF 2022

(1) THOMAS SHROPSHIRE

and

(2) COMMUNITY TRUST & INVESTMENT COMPANY  
AS TRUSTEE FOR JAMES SHROPSHIRE

Plaintiffs

and

SEAN REID

Defendant

---

STATEMENT OF CLAIM

---

1. This action relates to property located at 210 South Church Street, George Town, Grand Cayman, Cayman Islands, Block 14E, Parcel 10, registration section George Town South (the "**Property**").

**The Property**

2. The Property is owned by the Plaintiffs as proprietors in common, along with Mr. Michael Perros as Trustee of the Evangelos S. Levas Charitable Trust (the "**Third Owner**"). The First Plaintiff is an

This **WRIT OF SUMMONS AND STATEMENT OF CLAIM** was filed by the First and Second Plaintiffs' attorneys, Nelsons, whose address is PO Box 30069, 31 The Strand, 46 Canal Point Drive, Grand Cayman KY1-1201, Cayman Islands (Ref: AC/4500-004)

individual and owns 25% of the Property. The Second Defendant is a Charitable Remainder Trust, subject to the law of the United States of which Mr. James S. Shropshire is the beneficiary (the “**JS CRT**”). The JS CRT owns a 25% share in the Property, Mr. James S. Shropshire having transferred his interest in 25% of the Property to the JS CRT on or around 29 July 2021. The Third Owner is a Charitable Remainder Trust subject to the law of the United States, of which Mr. Evangelos Levas (deceased) is the settlor (the “**EL CRT**”). The EL CRT owns 50% of the Property, Mr. Evangelos Levas having transferred his 50% interest in the Property to the EL CRT on or around 17 March 2022.

3. At all material times the Property was owned by either the Plaintiffs or by the First Plaintiff together with Mr. James S. Shropshire and Mr. Evangelos Levas. For the purpose of this Statement of Claim no distinction need be drawn between the ownership by the individuals or the trusts referred to at paragraphs [2] and as such the legal owners of the Property at any given time shall be jointly referred to as the “**Owners**”.

### The Leases

4. On or around 2010 a lease was agreed the First Plaintiff on behalf of the Owners and the Defendant (the “**2010 Lease**”). The Defendant is an individual and at all material times resided in the Cayman Islands.
5. The terms of 2010 Lease were, *inter alia*:
  - (a) that the 2010 Lease would commence on 1 May 2010;
  - (b) the term would be for 12 months;
  - (c) the rent would be CI\$26,400 per annum;
  - (d) rent would be payable in equally monthly installments of CI\$2,200 per calendar month payable on the 1<sup>st</sup> day of each month;
  - (e) the Defendant would yield the Property at the expiry of the term in good repair and condition;
  - (f) if the Defendant wished a further lease of the Property upon expiry of the term he must, prior to the expiry of the ninth month of the term give the Owners notice in writing of such a wish;
  - (g) upon receipt of such notice the Owners “*may at the cost of the [Defendant] grant to the [Defendant] a further lease of the [Property] for a further term as the parties may agree commencing on the day following the last day of the term upon the same terms and conditions as this lease (save as to the rent and this option for a further lease)*”.
6. The 2010 Lease was replaced by a new lease in similar terms, save for an occasional rental increase and variation of the term, each time executed by the First Plaintiff on behalf of the Owners and by the Defendant on his own behalf. Thereafter further leases were granted on the same or similar terms, sometimes by way of a further written lease agreement and sometimes by way of agreement by email.

7. The final lease to be executed between the parties was dated 6 February 2018 (the “**2018 Lease**”) which was for a two year period starting 1 May 2018. At the request of the Defendant the following additional clause was inserted into the 2018 Lease:
  - (a) *“NOTICE OF INTENT NOT TO RENEW: if either party wishes to discontinue the lease upon expiration, written/e-mail notice would be required 12 months in advance.”*
8. From 1 May 2020 no formal lease agreement was in place and as such, the Defendant occupied the Property on the basis of a periodic tenancy (as to which see paragraphs 14 to 20 below).
9. On 5 December 2020, the Defendant notified the First Plaintiff, by way of email, that he would like to renew the lease. On 6 December 2020, the First Plaintiff responded by email, accepting the renewal and stating that rent would increase by CI\$100 per calendar month starting 1 May 2021. A copy of a lease was provided by email (the “**First 2021 Lease**”).
10. The First 2021 Lease was amended by way of handwritten annotations by the Defendant, signed and returned by email to the First Plaintiff. Neither the First Plaintiff, nor any of the Owners, counter signed this amended copy of the First 2021 Lease. The amended terms were not accepted by the Owners and as such the terms of the First 2021 Lease were never agreed.
11. On or around 27 March 2021 the First Plaintiff sent to the Defendant, by way of email, a further lease agreement for the period 1 May 2021 to 30 April 2022 (the “**Second 2021 Lease**”). The Second 2021 Lease included the following clause 9:
  - (a) Where the Landlord intends to sell the Premises, the Landlord may end this Lease before the Lease termination date specified in clause 1, by giving written notice to the Tenant stating his intention to market the Premises for sale.
  - (b) Where the Sale of the Premises has been agreed, the Landlord shall give a break notice to the Tenant which: (a) specifies the date on which the Lease will end which must be at least 2 months from the date of service of the break notice. The Lease will then be deemed to end on the date specified in the break notice.
  - (c) Where the Landlord has served a notice in accordance with Clause 9a. above, the Tenant must allow the Landlord to attach to any reasonable part of the Property a notice for Sale of it and retain the notice without interference and the Tenant must allow people with written authority from the Landlord or his agent to view the Property at reasonable times of the day.
12. On 28 December 2021 the Defendant, by way of email to the First Plaintiff, gave notice of a desire to renew the lease. By return email on the same date the First Plaintiff wrote to the Defendant explaining that as the Second 2021 Lease had not been signed there was no lease in place for that

year and it was therefore his understanding that the Defendant was on a lease on a month-to-month basis. On behalf of the Owners, the First Plaintiff agreed to continue a lease on a month-to-month basis with a CI\$100 per calendar month increase in rent, which the Plaintiff duly discharged

13. On 13 April 2022 the Defendant drew up a lease, in similar terms to the First 2021 Lease and sent it to the First Plaintiff. The terms of this lease were never accepted by the First Plaintiff or any of the Owners.

#### **Periodic Tenancy**

14. The last lease executed between the Parties was the 2018 Lease. Under the terms of the 2018 Lease the Property was leased at an annual rental of CI\$28,800, payable by 12 equal installments payable on the first day of each month.
15. As such a monthly periodic tenancy was created commencing 1 May 2020 in accordance with section 45 of the Registered Land Act (2018 Revision).
16. By way of email dated 28 December 2021 from the First Plaintiff to the Defendant, and by further email dated 13 April 2022, the First Plaintiff stated to the Defendant that it was his understanding that the Defendant was on a month-to-month lease and, in any event, that this is the only basis upon which the Owners would be willing to continue to lease the Property to the Defendant. The email dated 28 December 2021 amounted to notice to the Defendant of termination
17. On 8 September 2022, Nelsons as attorneys for the First Plaintiff wrote to Hampson & Company, as attorneys for the Defendant, setting out the First Plaintiff's position that the Defendant held the Property on a monthly periodic tenancy. The letter sought agreement from the Defendant that he would vacate the property on or before 30 April 2023 and in the event that the Defendant failed to agree to vacate on this date, the letter provided formal notice of termination of the periodic tenancy on or before 1 November 2022. This proposal was rejected by Hampson & Company in their letter of 8 October 2022 and as a result therefore, the formal notice of termination took effect. The Defendant has failed to vacate the Property and is currently residing in the Property unlawfully.
18. In the alternative, an annual periodic tenancy was created commencing 1 May 2020 in accordance with section 45 of the Registered Land Act (2018 Revision).
19. The email exchange noted above on 28 December 2021 was notice to the Defendant that any annual periodic tenancy as existed would not be renewed and was terminated. Further and, in the alternative, the email dated 13 April 2022 was notice to the Defendant that any annual

periodic tenancy as existed would not be renewed and was terminated. Accordingly, at the latest, any such annual periodic tenancy as existed would end on 30 April 2023.

20. The Plaintiffs therefore were entitled to vacant possession on 1 November 2022 and the tenants are overholding or in the alternative, the Plaintiffs are entitled to vacant possession from 1 May 2023 and seek a declaration to this effect.

#### **Right of First Refusal**

21. By way of meeting on 5 July 2019 between the First Plaintiff and the Defendant at the Property, the First Plaintiff indicated that he had no objection to letting the Defendant know if the Owners ever desired to sell the Property so that the Defendant could have a first opportunity to make the Owners a satisfactory offer.
22. By way of email from the Defendant to the First Plaintiff of the same date, the Defendant stated “*I greatly appreciate you letting me know that I have first right of refusal to purchase the property / our home and for this we are extremely grateful*”.
23. Although described as a “right of first refusal” in this, and subsequent correspondence, no consideration was given for any right of first refusal and no terms were ever agreed. No legal right of first refusal was ever acquired by the Defendant.
24. If, which is denied, the Defendant did have a right of first refusal to purchase the Property, this was discharged by way of an offer made to the Defendant by the Owners by way of an email from Nelsons, as attorneys for the First and Second Plaintiffs, to Mr. Waide DaCosta, as attorney for the Defendant, dated 13 May 2022. In this offer, made by consent of all of the Owners, the Owners offered to sell the Defendant the Property for a sum of US\$6,170,250, that being the intended listing price of US\$6,495,000 less 5% as the anticipated commission to a realtor for sale on the open market.
25. The terms of the offer were that the Defendant should provide satisfactory evidence to the Owners, within 14 days, that he had sufficient financing to pay the offer price and that completion should take place within 60 days.
26. The offer remained open for 14 days, failing acceptance of which the Property would be listed on the open market via the Cayman Multiple Listing System. The Defendant failed to accept this offer within 14 days or at all.
27. The Plaintiffs seek a declaration that the Defendant was at no time entitled to a right of first refusal to purchase the Property or, in the alternative, an order that any such obligation upon the Plaintiffs has been fully discharged.

**AND THE PLAINTIFF CLAIMS**

1. A declaration that any lease in favour of the Defendant over the Plaintiffs' Property has been terminated and the Plaintiffs are entitled to vacant possession of the Property as of 1 November 2022.
2. The Plaintiffs shall have leave to issue a Writ of Possession in relation to the Property where the Defendant has failed to vacate the Property by 1 November 2022.
3. In the alternative, a declaration that any lease in favour of the Defendant over the Plaintiffs' Property has been terminated and the Plaintiffs are entitled to vacant possession of the Property from 1 May 2023.
4. The Plaintiffs shall have leave to issue a Writ of Possession in relation to the Property should the Defendant or any other person fail to vacate the Property on or by 30 April 2023.
5. A declaration that the Defendant is not, and never was, entitled to a right of refusal to purchase the Property; or
6. In the alternative, a declaration that the Plaintiffs have honoured and discharged any such right the Defendant may have for a right of first refusal by virtue of the offer made on 13 May 2022 as set out at paragraph [22], above.
7. Costs.
8. Such further or other relief as the court may think just.

**DATED** at Grand Cayman this 28<sup>th</sup> day of December 2022

  
 \_\_\_\_\_  
**Nelsons**  
**Attorneys for the Plaintiff**

**THIS WRIT OF SUMMONS AND STATEMENT OF CLAIM** is issued by Nelsons, Attorneys-at-Law, attorney for the Plaintiffs, whose address for service is that of his said attorneys at 31 The Strand, P.O. Box 30069, Grand Cayman KY1-1201 Cayman Islands.

**TO:** The Clerk of the Grand Court  
**AND TO:** The Defendant

This **WRIT OF SUMMONS AND STATEMENT OF CLAIM** was filed by the First and Second Plaintiffs' attorneys, Nelsons, whose address is PO Box 30069, 31 The Strand, 46 Canal Point Drive, Grand Cayman KY1-1201, Cayman Islands (Ref: AC/4500-004)

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: GC

OF 2022

THOMAS SHROPSHIRE

and

THE JAMES S. SHROPSHIRE CHARITABLE REMAINDER UNITRUST

Plaintiffs

and

SEAN REID

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 Defendant 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 Plaintiff (tick box)  
 Yes                      No

---

Service of the Writ is acknowledged accordingly

Signed .....

Attorney for the Defendant

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  
Attn: 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**

**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.