

Writ of Summons (0.6, r.1)



THE GRAND COURT OF THE CAYMAN ISLANDS
SITTING AT GEORGE TOWN
CIVIL DIVISION

Cause No. of 2023

BETWEEN SONIA MARIE BEECHER CLAIMANT
AND SELVYN ANTHONY WHYTE DEFENDANT

WRIT OF SUMMONS

To the Defendant: **SELVYN ANTHONY WHYTE**

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 Acknowledgement of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or fail to return the Acknowledgement within the time stated, or if you return the Acknowledgement without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgement may be entered against you forthwith without further notice.

Issued this 1st day of Nov 20 23

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 Acknowledgement of Service are given with the accompanying form

STATEMENT OF CLAIM

BETWEEN SONIA MARIE BEECHER CLAIMANT
AND SELVYN ANTHONY WHYTE DEFENDANT

I SONIA MARIE BEECHER of Walkers Road George Town States:

1. That approximately 12 years ago the property; 32 Finch Drive, West Bay (Block 4B Parcel 173) was purchased in the sole name of the defendant.
2. That I am the ex-common law partner of the Defendant. We had an intimate relationship that lasted over twenty-nine (29) years. During this time, I assisted in the growing up his children, we operated as a family, we shared all bills.
3. That the soon after the defendant and I met we started living together at a property that was rented by me, we therefore lived as common law husband and wife. We planned to get married and purchase a home together.
4. That in or around 2012 I started working at Turtle Farm in West Bay; I was heading to work when I noticed a construction taking place in West Bay. I enquired about the said construction and spoke to the Contractor. The company doing the development was Philsons Contruction and Development The developer gave me information about financing from the Bank of Nova Scotia and gave me his business card.
5. That I discussed the matter with the Defendant and expressed my intention for us to purchase the property as our future matrimonial home. The defendant agreed and we started the process of applying for a mortgage from Scotia Bank, by filling out forms with both of our names.
6. When we went for the interview at Scotia Bank for the mortgage, the bank stated that because I had recently started working at my new job for less than six (6) months and still on probation; my name could not be placed on the mortgage document. The Bank's representative further advised that we could proceed with the mortgage in the name of the defendant only, but I would have to sign a waiver as I would be residing there. I signed the waiver as instructed by the Scotia Bank representative.
7. That we agreed and he assured me, not to worry about it as we were in love and planning to get married. The cost of the property was \$195,000.00 and the deposit of \$19,500.00 was required. I paid \$10,000.00 of the deposit. The property is a 3-bedroom, 2 bathroom, kitchen and dining room, located at 32 Finch Drive West Bay, registered (Block 4B Parcel 713).

8. That whilst I was living at the property, I withdrew monies from my pension and erected a patio at the back. I purchase the material from A.L. Thompson and the defendant's nephew Sheldon did the work.
9. We rented out the middle room to a tenant for Two Hundred dollars (\$200.00) per month, we used these funds to offset the mortgage which was Fourteen Hundred Dollars (\$1400.00) per month and split the balance equally. I have continued to pay my portion of the mortgage which is \$600 per month.
10. I also paid for the food and medical insurance for both of us. I was earning more than he was at the time, so I took on the additional expenses. I continued to pay for the Defendant's medical insurance until January 2023. The defendant paid for the utilities. Whenever we went on vacation, I would purchase the tickets for both of us.
11. That we lived together and shared the master bedroom. Sometime after we moved into the property, his daughter Nichelle and son Jason came to live with us.
12. Nichelle and Jason had been regular visitors to our home since they were 10 and 11 years. They visited principally during school holidays and then when they became adults they moved to Grand Cayman and lived with us.
13. I would wash, cook and clean for them. I purchased the furniture for the property, window dressings and 'kept house'. The children of the defendant grew up in my care. I treated them and loved them as my own.
14. That our relationship broke down because of the infidelity, physical and verbal abuse I was getting from the defendant. I eventually made a report to the RCIPS, he was arrested and charged for Common Assault case number 03382/2019. The Arresting officer is PC282 Mena.
15. During the time the case was going on he was on conditional bail not to come to the house. He was eventually sentenced to a probation order.
16. We discussed many times adding my name to the property, but every time I was to go to do the paperwork the defendant would give an excuse for such as he is busy or that the Loans Manager was not there.
17. Eventually I had to leave the property as I was in fear of my life, he became more and more aggressive and argumentative. I would go back at times to retrieve my personal belongings and check on the house. One day I went back

to the house and found out that he had moved in another woman. I have not been back to the property since.

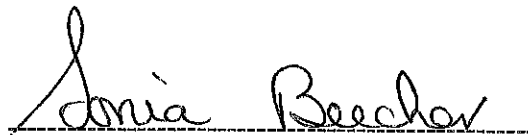
- 18. On numerous occasions I have asked him to sort out the property. I asked him to buy out my half or sell the property; he promised to refinance the house and pay me out. To date this has not been done. I told him that I am still paying the mortgage into the Scotiabank mortgage account. At times when I have not paid my portion of the mortgage into the bank on time, he has contacted me to ask me to deposit the money.

AND the Claimant seeks the following Orders:

- 1. One-half share in the estate and interest in the parcel of land **West Bay North West, Finch Drive, West Bay**; being Lot numbered **Thirty Two** and registered at **Block 4B Parcel 713** of the Register Book of Titles.
- 2. That the Defendant is restrained from selling or otherwise disposing of the subject property until the determination of the matter by this Honourable Court.
- 3. The market value of the said property is appraised by an independent real estate appraiser and valuator, each party bearing equally half of the cost of such valuation.
- 4. Costs
- 5. Such further and other relief as this Court may deem fit.

I certify that all the facts set out are true to the best of my knowledge, information and belief.

Dated the 31st day of October 2023



A handwritten signature in cursive script that reads "Sonia Beecher". The signature is written in black ink on a white background. Below the signature is a horizontal dashed line.

Claimant's Signature

To: The Clerk of Court

And to: The Defendant

Selvyn Anthony Whyte

32 Finch Drive, West Bay.

Acknowledgement of service of writ of summons (0.12, r.3)**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 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 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.

CAUSE NO: OF 20__

BETWEEN: Sonia Marie Beecher

PLAINTIFF

AND: Selvyn Anthony Whyte

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 intends 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

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

Lee Halliday-Davis
Brady Attorneys-at-Law
2nd Floor, Anderson Square
64 Shedden Road, Goerge Town
Grand Cayman

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