



IN THE GRAND COURT OF THE CAYMAN ISLANDS
 CIVIL DIVISION

CAUSE NO. OF 2024

BETWEEN:

John Gouldbourne

(as Administrator of the Estate of Lee Alexander Gouldbourne deceased)

Plaintiff

-AND-

Leeroy Noel Gouldbourne (1)

Linda Gouldbourne (2)

Tibbetts Property Development Holding Ltd. (3)

Defendants

**WRIT OF SUMMONS
 (Generally Endorsed)**

TO: Mr and Mrs. Leeroy Gouldbourne by process server
 AND TO: The Third Defendant, PO Box 10341, KY1-1003, Cayman Islands and Ritch & Conolly LLP

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 495GT, 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 07 day of May 2024

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.

GENERAL ENDORSEMENT OF RELIEF CLAIMED

1. The First Defendant is one of the three sons of Mr Lee Gouldbourne and has been found to have misappropriated the assets of his father by the Grand Court in Cause 207 of 2014. A total of KYD 1,076,000.00 was found to have been illegally taken and ordered to be repaid by the First Defendant to his Father – now his Estate, the Plaintiff herein.
2. One of the amounts taken illegally by the First Defendant from his Father was the sum of KYD 329,000 illegally taken in or about March 2007. The First Defendant was ordered to account for the said sum by Order of 12 May 2021 in Cause No 207 of 2014 and he has failed and refused so to do.
3. The First Defendant used monies illegally taken from his father as aforesaid to purchase land known as George Town Central Block 14CF parcel 23 [“parcel 23”] on the 10th September 2007. The First Defendant, in an effort to conceal the destination of the funds illegally taken from his Father, had the legal title of parcel 23 registered in the joint names of himself and the Second Defendant, his wife.
4. In the premises the First and Second Defendants held the legal title of parcel 23 on trust for the Plaintiff Estate at all material times.
5. In 2014 the Estate commenced the legal proceedings to seek to recover the assets of Lee Gouldbourne (Father) illegally taken by Leeroy Gouldbourne [aka Lee Roy

Gouldbourne] from the First Defendant. The trial was listed for and heard in November 2020.

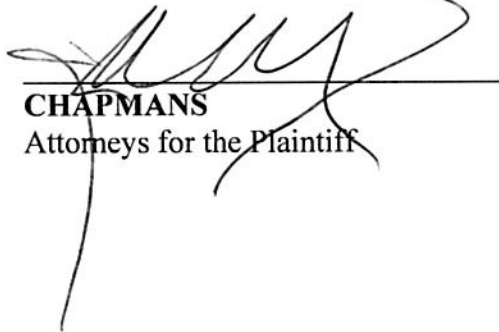
6. With the trial approaching the Defendants entered into documents to affect a transaction that resulted in the legal title of parcel 23 being moved into the name of the Third Defendant for an apparent nil consideration, together with a charge registered over parcel 23. The said charge is owned by the First and Second Defendants, and under the same the Third Defendant is paying the First and Second Defendants KYD 1.2 million in monthly installments. Stamp duty was paid on the said charge [KYD18,000] and a connected transfer of parcel 22 [KYD68,000] but not on the transfer of parcel 23. The said transaction was taking place before, during, and after the trial of the First Defendant in November 2020.
7. In the premises the Defendants, when registered legal owners of parcel 23 have held [First and Second Defendants] and now hold [Third Defendant] the legal title of parcel 23 on trust for the Plaintiff Estate.
8. If, which is denied, the Third Defendant was a *bona fide* purchaser for value of parcel 23 in the 2020/21 transaction, then the said charge registered [on parcels 22 and 23] as owned by the First and Second Defendants has always been and remains held on trust by them for the Plaintiff Estate.
9. In the premises any/all payments made under the said charge must be paid to the Plaintiff Estate and any payments not so paid to assist in the continuing breaches of trust of the First and Second Defendants fall to be recovered and paid to the Plaintiff.
10. The Third Defendant has failed and refused to pay the sums due [and being paid] under the charge to the Plaintiff, or into the Court, and without an Order restraining the continuing breaches they will continue to be lost to the Plaintiff Estate.
11. The Plaintiff Estate has a Caution registered on the Land Register of parcel 23 to protect its equitable ownership thereof. Parcel 23 is also subject to a Roads Notice so that part of it will be taken by the Highway Authority for a new road. The Third Defendant is seeking the removal of the Caution while stating it has no intention of selling parcel 23 to make the Estate's tracing remedy harder. The "taking" of the parcel, and the concomitant payment of compensation from the adjudication process, seems however a possible dealing which is not a sale, and in the premises, the *status quo* is best preserved by an inhibition being placed on parcel 23 until further order of the Court.

12. The Plaintiff claims interest per statute on any/all sums found due to the Plaintiff by the Defendant or any of them.

AND the Plaintiff claims:

- (1) Declarations that the Plaintiff is the equitable owner of parcel 23 and that the Land Register be rectified to show the Estate as the legal owner of same;
- (2) Alternatively, that the Estate be declared the owner of the said charge and the land registers of parcels 22 and 23 be rectified accordingly
- (3) Orders for injunctions to require all payments under the said charge be paid into the Court until further Order, and precluding any dealing with the said charge until further order;
- (4) An order that an inhibition be registered on parcel 23 to prevent any dealing with parcel 23 until further order;
- (5) Further or other relief and/or accounts as meets the case;
- (6) Interest as aforesaid.

Dated this 7th May 2024



CHAPMANS
Attorneys for the Plaintiff

THIS WRIT OF SUMMONS was issued by CHAPMANS, Attorneys for the Plaintiff, whose address for service is Commonwealth House, PO Box 742, 81 West Church St, West Bay, Grand Cayman KY1-1303 (jchapman@chapmanslegal.com)

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 installments or otherwise.

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 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.

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Plaintiff

-AND-

Leeroy Noel Gouldbourne (1)
Linda Gouldbourne (2)
Tibbets Property Development Holding Ltd. (3)

Defendants

**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.
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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).....

Defendant / Attorney for the Defendant

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.

**Chapmans
Commonwealth House
81 West Church St, West Bay,
POBox 742, Grand Cayman
KY1-1303
Cayman Islands
jchapman@chapmanslegal.com**

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