



COURT OF THE CAYMAN ISLANDS

CIVIL DIVISION

BETWEEN

WENDY LEE MARAGH

PLAINTIFF

AND

WILFRED DOUGLAS (1)
MAY PROTACIO DOUGLAS (2)

DEFENDANTS

WRIT OF SUMMONS

TO: 23 Tennyson Street, Pease Bay
Bodden Town PO Box 79
Grand Cayman, KY1-1601
Cayman Islands

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 the Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495, George Town, Grand Cayman, Cayman 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 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 ___ day of _____ 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 renewed by order of the Court.

IMPORTANT

Directions for Acknowledgment of Service are given with the accompanying form.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CIVIL DIVISION

BETWEEN

WENDY LEE MARAGH

PLAINTIFF

AND

WILFRED DOUGLAS (1)
MAY PROTACIO DOUGLAS (2)

DEFENDANTS

PARTICULARS OF CLAIM

1. The 1st and 2nd Defendants are registered as the owners of property found on the Register of Lands at North Side Block 49B Parcel 78 (“the Property”).
2. The 1st Defendant was given an interest of joint tenancy in the property when his mother, Sylvia Joyce Douglas (deceased) by love and affection added him to the title by execution of the prescribed transfer form on 28th September 2003.
3. The joint tenancy grant by Sylvia Joyce Douglas was to have been to the 1st Defendant and the Plaintiff. This not having occurred it was agreed that the 1st Defendant joint tenancy was made subject to a life tenancy to his niece, the Plaintiff, with regards to the one-bedroom apartment on the property (“the Apartment”). The agreement materialized into documentary form on 30th September 2003. The agreement to take effect once the 1st Defendant becomes the sole owner of the property.
4. The 1st Defendant became sole legal owner of the property on the 23 of June 2022 upon his application for the deletion of his mother following her death on 27th May 2022.
5. The 2nd Defendant is the wife of the 1st Defendant and was added by the 1st Defendant to the title under love and affection by transfer registered on the 7th of June 2023.

6. The Plaintiff resided primarily in the apartment at the property until 1996 which was after occupied by other family members or rented out by until 2022. Thereafter, the 1st Defendant filled the apartment with items for storage and allowed it to fall into disrepair.
7. The life tenancy agreement between the 1st Defendant and the Plaintiff set out as follows:

2. "It is the wish of Mrs Sylvia Joyce Douglas (when deceased) and the understanding of Mr. Wilfred McC. [McCatric] Douglas (the survivor) that the adjoining one-bedroom apartment attached to the existing dwelling house (two bedroom) will belong to Miss Wendylee M. Maragh. This one-bedroom apartment is in front of the said dwelling house (two bedroom) of Mr. Wilfred McCatric Douglas on the property bearing Block 49B Parcel 78."

...

7. That Miss Wendylee Maragh may live or rent the room, but have no authority to sell, give away nor pass on the adjoining room to any other person or persons other than the surviving joint owner Mr Wilfred McCatric Douglas.

...

10. This agreement takes effect when Mr. Wilfred McCatric Douglas becomes the sole owner of Block 49B Parcel 78.

11. If Mrs Sylvia Joyce Douglas is to survive over her son Mr. Wilfred McCatric Douglas then this agreement becomes null and void; and a new agreement must be written to take effect if is the desire of the survivor Mrs. Sylvia Joyce Douglas.

8. The Defendants breached the terms of the tenancy agreement.

PARTICULARS OF BREACH

- a) Failing to honour the agreement of with 30th September 2003;
 - b) Interfering with the free enjoyment of the property by the Plaintiff or those there with her permission pursuant to the agreement;
 - c) Failing or interfering with the registration of the Plaintiff interest to the Registry
9. As a result of the matters set out above the Plaintiff has suffered loss and damages.

From January 2023 to Present

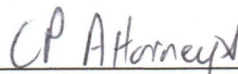
(a) Loss of use or Rent

To be assessed

10. The Plaintiff claims interest upon such damages and amount found due pursuant to section 34 of the Judicature Law [2021 Revision] or otherwise at such rate as this Honourable Court deems fit.

AND THE PLAINTIFF CLAIMS:

- (a)** A declaration that the Plaintiff is a life tenant of the property with the right to occupy or rent the one-bedroom apartment on the property;
- (b)** A declaration that the 2nd Defendant interest in the property is subject to the Plaintiff's life tenancy;
- (c)** That the register is to be rectified to reflect the life tenancy of the Plaintiff;
- (d)** Damages
- (e)** Interest in accordance with the Judicature Act
- (f)** All necessary inquiries and directions;
- (g)** Any further or other relief; and
- (h)** costs.

**CP Attorneys**

Attorneys for the Plaintiff

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICES
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 "Statements of Claim" appear on the top of page 2) the Defence must be served within 28 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgement is served on the Defendant.

If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 28 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 judgement 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.
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AND

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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.

2. State whether the Defendant intends to contest the proceedings (tick appropriate box)

Yes

No

Service of this Writ of Summons 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 communication 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.

CP Attorneys
Suite 228 Elizabethan Square
80 Shedden Road, George Town
P.O Box 561, Grand Cayman KY1-1602
Our Ref: 490GCM

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