



) COURT OF THE CAYMAN ISLANDS

CAUSE NO. G OF 2024

BETWEEN:	Andrew Glenmore Powell	Plaintiff
AND:	Alicia Reid	First Defendant
AND:	Sheree Shea-Carnegie	Second Defendant
AND:	Stone Land Properties T/a Stone Land Investment Holdings	Third Defendant

WRIT OF SUMMONS

To: Alicia Reid
P.O. Box 126 Grand Cayman
Cayman Islands, KY1-9000

**And to: Properties Ltd T/a
Stone Land Investments Holdings**
P.O. Box 1950
Grand Cayman, Cayman Islands
KY1-1505

And to: Sheree Shea-Carnegie
P.O. Box 1950
Grand Cayman, Cayman Islands
KY1-1505
Tel. 345 322 0965

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiffs 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 495G, George Town, Grand Cayman, the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings. Page 2 of 3

If you fail to satisfy the claim or to return the Acknowledgement 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 ~~17~~ day of March,, 2025.

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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. G OF 2025

BETWEEN:	Andrew Glenmore Powell	Plaintiff
AND:	Alicia Reid	First Defendant
AND:	Sheree Shea-Carnegie	Second Defendant
AND:	Stone Land Properties T/a Stone Land Investment Holdings	Third Defendant

STATEMENT OF CLAIM

1. The Plaintiff claims for loss and damage caused by the Defendants' action or inaction and breach of the contract dated the 3rd day of June, 2024, "**the Agreement**".
2. That the Plaintiff is a Mason and Property Developer.
3. The First Defendant at the material times was an individual property owner and vendor who offered to sell the Property noted in the Agreement.
4. The Second Defendant is a realtor and/or represented herself as a realtor, who acted as an authorized agent on behalf of the vendor in the Agreement.
5. The Third Defendant is a registered real estate company for whom the realtor, Second Defendant was employed and also acted as an authorized agent on behalf of the vendor and who received funds from the Plaintiff.
6. That in the Agreement, the First Defendant agreed to sell to the Plaintiff property identified as Savannah, Block 28B, Parcel 373 located at Caskwell Drive, Savannah, Grand Cayman, "**the Property**" and the Plaintiff agreed to buy the Property.
7. That pursuant to the Agreement and in good faith on June 3, 2024 the Plaintiff paid the deposit of KYD50,000.00 to Stone Land Investment Holdings as a deposit for the purchase of the Property. This was done by bank transfer and a receipt provided and signed by the First Defendant.
8. That after the signing of the agreement problems arose as to the Completion of the sale, one being that the Plaintiff was advised by the Second Defendant that the First

Defendant, the Vendor no longer wished to sell the property for the agreed price and therefore was in breach of the Agreement. The parties then agreed that the Plaintiff's deposit would be returned to him in full.

9. That the said deposit of \$50,000.00 has not been refunded to the Plaintiff. Instead the Second Defendant and Third Defendants have repeatedly stalled on the repayment. The Plaintiff was offered other properties for sale, asked for a loan, told that the bank was dealing with the issue of the repayment and then finally offered the repayment by way of installments.
10. Notwithstanding that the Plaintiff agreed to the repayment by way of installments, the Defendants also reneged on that agreement and have only repaid the amount of \$5,000.00.
11. That the Plaintiff believes that the Second and Third Defendants have violated their duty and responsibility as realtors and are in breach of clause 3.c of the Agreement and have dissipated or spent the deposited funds rather than holding same in trust until the completion of the sale.
12. The Second and Third Defendant have admitted that the full deposit funds are due to be repaid to the Plaintiff.

AND THE PLAINTIFF CLAIM:

13. That the Defendants are in breach of the Agreement.
14. Deposit paid in the amount of KYD50,000.00, interest and costs, less any funds repaid.
15. Such further and other relief as the Court deems just.



Andrew Glenmore Powell, Plaintiff

This Writ of Summons and Statement of Claim are issued by Andrew Glenmore Powell whose address for service is 56 Brookstone Close, Savannah, P.O. Box 11803 Grand Cayman, Cayman Islands KY1-1009

IMPORTANT

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

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.

Service of the Writ is acknowledged accordingly

(Signed).....

Defendant

Notes on address for service

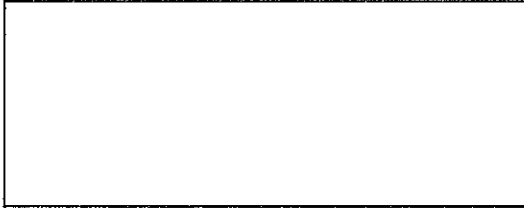
Attorney: where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

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.

Andrew Glenmore Powell
P.O. Box 31158
56 Brookstone Close
Savannah
P.O. Box 11803
Grand Cayman
Cayman Islands, KY1-1009
Email:powella464@gmail.com
Tel; 3453280436

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

A large, empty rectangular box with a thin black border, intended for the indorsement by the defendant's attorney or the defendant.