



IN THE GRAND COURT OF THE CAYMAN ISLANDS  
CIVIL DIVISION - CAUSE NO. G \_\_\_\_\_ OF 2025

BETWEEN:                    YVONNE BRODERICK                    PLAINTIFF  
  
AND:                         ROBERT LOCKE                         FIRST DEFENDANT  
AND:                         NICOLA LOCKE                         SECOND DEFENDANT

**WRIT OF SUMMONS**

To:     Mr. & Mrs. Robert and Nicola Locke  
         West Bay Road, Grand Cayman, Cayman Islands  
         Tel: 345 925 3456 (Mrs. Locke)

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 Fourteen days (14) 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 495, Grand Cayman KY1-1106, 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 judgment may be entered against you forthwith without further notice.

Issued this 12<sup>th</sup> day of May, 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.

**IMPORTANT**

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

STATEMENT OF CLAIM

1. The Plaintiff was at all material times the Introducer of property known as 188 Magellan Quay, Governors Harbour, Grand Cayman and described on the Land Register as Registration Section West Bay Beach North, Block 11C Parcel 237 (the Property).
2. The First and Second Defendants were at all material times the legal owners of the Property. They entered into a written agreement with the Plaintiff whereby the Plaintiff would introduce persons to purchase their property and the Plaintiff would receive a fee for that service.
3. On or around **29<sup>th</sup> May, 2021** the Plaintiff and the First and Second Defendants entered into a written agreement whereby the Plaintiff would introduce purchasers for the Property in exchange for a fee.
4. It was a condition of the Agreement that if the Plaintiff introduced a buyer and that buyer purchased the property by 31<sup>st</sup> December, 2021, the First and Second Defendants would pay the Plaintiff the Introducers fee in accordance with the Agreement.
5. It was also agreed at clause 3 of the Agreement that if the purchase price of the property was below the listing price of **US\$4,495,000.00**, the First and Second Defendants would pay the Plaintiff the fixed fee of US\$67,500.00 (sixty seven thousand five hundred United States dollars), (the Introducer's fee).
6. It was an implied term of the agreement that the First and Second Defendants would instruct their attorneys who had conduct of the sale of their Property to deduct the US\$67,500.00 Introducer's fee from the proceeds of sale and pay it to the Plaintiff.
7. On or around 29<sup>th</sup> June, 2021 and within the time frame stipulated in clause 7 of the Agreement, the Plaintiff introduced Mr. Marco D'Attanasio and Stefano Roma (the "Purchasers") to the First and Second Defendants.
8. As a result of the Plaintiff's introduction of the Purchasers to the First and Second Defendants for to the sale of the Property, between 27<sup>th</sup> August, 2021 and 10<sup>th</sup> September, 2021, the First and Second Defendants signed transfer of land instruments in the presence of Notary Publics, effectively transferring ownership of the Property to the Purchasers.
9. The First and Second Defendants sold the Property on or around 10<sup>th</sup> September, 2021, almost 3 months before the agreed deadline of 31<sup>st</sup> December, 2021.

10. On 14 September, 2021, the said transfer of land document was received and stamped by the Registrar of Lands and Survey Department.
11. The Property was sold below the Listing Price for **US\$4,000,000.00**.
12. In a letter dated 20<sup>th</sup> December 2021, the Plaintiff, through her previous attorney, sent a demand letter via email to the First and Second Defendants as well as to their attorneys, Nelson's Legal, demanding payment of the Introducer's fee but to date the debt remains due and owing.
13. Despite the Plaintiff having performed her obligations under the Agreement and despite demanding payment of her Introducer's fee, the First and Second Defendants failed and/or refused to pay the agreed Introducer's fee of US\$67,500.00 to the Plaintiff.
14. The First and Second Defendants are in **breach** of the Agreement in that they have:-
  - (i) Failed to deliver the Introducer's fee themselves to the Plaintiff; or
  - (ii) Failed miserably to give proper instructions or any at all to their attorneys, Nelsons Legal, who were apparently acting on their behalf at the time of sale of the Property, to deduct US\$67,500.00 from the proceeds of sale and pay it to the Plaintiff as her Introducer's fee. This is implied at Clause 4 of the Agreement.
  - (iii) Collected the Introducer's fee in the amount of US\$67,500.00 from the proceeds of sale of the Property and kept it for themselves instead of handing it over to the Plaintiff despite her demands.
15. The First and Second Defendants are in breach of the Agreement and are indebted to the Plaintiff for the above amount plus interest and costs.
16. As a direct result of the First and Second Defendants above breach, the Plaintiff has suffered loss and damage, namely the non-payment of her Introducer's fee in the sum of US\$67,500.00.
17. The Plaintiff intends to rely on the said written Agreement at any trial of this action, in particular, clauses 1, 3, 4 and 7.
18. The Plaintiff is entitled to, and claims interests pursuant to the Judicature Law on the amounts found to be due at such rate and for such period as the Court thinks fit.
19. The Plaintiff further claims costs and any other relief that this Honourable Court deems just.

## AND THE PLAINTIFF CLAIMS:

- (i) Payment of the introducer's fee in the sum of US\$67,500.00;
- (ii) Pre-Judgment and Post Judgment Interests;
- (iii) Costs; and
- (v) Any other relief that the Court deems just.

Dated this 12<sup>th</sup> day of May, 2025

*Facey-Clarke & Associates Ltd.*

Facey-Clarke & Associates, Ltd  
Attorneys-at-Law for the Plaintiff

This Writ was issued by Facey-Clarke & Associates Ltd., Attorneys-at-Law for the Plaintiff herein whose address for service is that of the said Attorneys-at-Law, George Town, Grand Cayman, email: mclarke@candw.ky. For service or delivery of documents please call (345) 917-6351

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AND:                         ROBERT LOCKE                         FIRST DEFENDANT  
AND:                         NICOLA LOCKE                         SECOND DEFENDANT

ACKNOWLEDGMENT OF SERVICE OF WRIT OF SUMMONS

If you intend to instruct an Attorney to act for you, give that Attorney 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

yes                     no

3. If the claim against the Defendant is for a debt or liquidated demand, AND the Defendant 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

yes                     no

Service of the Writ is acknowledged accordingly  
(Signed)

Attorney for the Defendant or Defendant if in person  
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.

Defendant in person: where the Defendant is acting in person, the Defendant must give the Defendant's post office box number and the physical address of the defendant's residence or, if the Defendant does not reside in the Cayman Islands, the Defendant must give an address in Grand Cayman where communications for the Defendant 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 that Plaintiff's name, address and reference, if any, in the box below.

Facey-Clarke & Associates Ltd.  
P.O. Box 2545  
Grand Cayman KY1-1104  
George Town, Grand Cayman  
(Tel: 345 917 6351)  
Email: [mclarke@candw.ky](mailto:mclarke@candw.ky)  
For service or delivery of documents please call (345) 917-6351 or send email

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