



**IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION**

CAUSE No. 305 OF 2025

BETWEEN:

WINSOME A. PRENDERGAST

PLAINTIFF

AND:

**DELLA J. WATLER-MCCOY
TYSON A. MCCOY
REGISTRAR OF LANDS
SIBERT RUDOLPH WATLER Jr.**

DEFENDANTS

WRIT OF SUMMONS

TO: **Della J. Watler-McCoy** c/o her Attorney, Natasha Bodden, 64 Earth Close, George Town
Tyson A. McCoy c/o his Attorney, Natasha Bodden, 64 Earth Close, George Town
Registrar of Lands, Government Administration Building, George Town
Sibert Rudolph Watler Jr., c/o his Attorney, James Kennedy, 3rd floor, One Capital Place,
Shedden Road, George Town

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 495 GT, 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 8th day of December 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.

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STATEMENT OF CLAIM

1. The First Defendant, Della J. Watler-McCoy (the **Vendor**), is the registered proprietor of the property described as Bodden Town Block 43D Parcel 223 (the **Property**).
2. The Vendor has granted a registered Power of Attorney to the Second Defendant, Tyson A. McCoy, (the **Agent**) authorising him to act on her behalf in all matters material to the Property.
3. By a Purchase Agreement (the **Agreement**) dated 13 September 2024, the Vendor acting through her Agent, agreed to sell the Property to the Plaintiff, Winsome A. Prendergast (the **Purchaser**), in consideration of the sum of C\$615,000.00. The Vendor's central obligation under the Agreement is to deliver clear title to the Purchaser.
4. By Order (the **Order**) dated 7 June 2013, this Honourable Court declared that the Property is held by the Vendor on trust for Sibert R. Watler Snr. The Order required the Vendor to file

an accounting of her dealings with the Property and affidavit within 56 days and to list the matter for an assessment of damages within 28 days thereafter. The Order has never been discharged or modified. No accounting has been filed, and no assessment of damages has been listed for hearing.

5. The trust beneficiary identified in the Order, Sibert R. Watler Snr., is deceased (the **Deceased**). His Executor is the Fourth Defendant, Sibert Rudolph Watler Jr. (the **Executor**).
6. At the instance of the Deceased, the Third Defendant, the Registrar of Lands, placed a Restriction (the **Restriction**) on title to the Property, thereby preventing any dealings with it.
7. At all times material hereto, the Purchaser has been ready, willing and able to complete the purchase of the Property and has called upon the Vendor to do so.
8. Prior to execution of the Agreement, neither the Vendor, nor her Agent, nor the Vendor's real estate agent (Emile S. Levy) disclosed the existence of the trust obligation described above. Consequently, the Purchaser is in the position of a *bona fide* purchaser for value without notice of the Vendor's trust obligation.
9. The Vendor acting through her Agent has expressed a continuing willingness to complete the sale of the Property but has taken no steps to remove the Restriction or to obtain the approval of this Honourable Court of the sale.
10. The Purchaser has asked the Registrar of Lands to remove the Restriction, but the Registrar has refused.
11. The Purchaser has attempted unsuccessfully to discuss the circumstances with the Executor's Attorney, James Kennedy.
12. There is an existing Charge (the **Charge**) on the Property in favour of the CICS Co-op Credit Union Ltd. (**Credit Union**) that had a total outstanding balance as of 14 August 2025 of CI\$204,980.66 with a daily interest rate of CI\$34.93. This Charge must be discharged before title can be transferred.
13. Clause 5.4 in the Agreement requires that the cost of a fixed boundary survey to determine the acreage is to be deducted from the sale price.

14. The Purchaser wishes to complete the purchase of the Property upon the following basis (assuming a Completion Date of 5 January 2026):

Purchase price	CI\$615,000.00
Less: deposit paid	CI\$10,000.00
Less: paid to Credit Union to discharge Charge	CI\$210,010.58
Less: Registry fee and stamp duty on Discharge	CI\$100.00
Less: cost of fixed boundary survey	CI\$10,500.00
net amount owed by Purchaser to Vendor	CI\$384,389.42

15. The Purchaser is not concerned in or with the trust dispute between the Vendor and the Executor and is indifferent as to which of those parties should receive the net amount owed. The Purchaser pleads and relies upon section 69 of the Trusts Act (2021 Revision) and Order 92 of the Grand Court Rules (2023 Revision).

AND THE PLAINTIFF claims:

- (a) as against the First and Second Defendants, an Order for specific performance of the Agreement and the consequent transfer of title to the Property to the Purchaser;
- (b) as against the Third Defendant, an Order that the Restriction be removed, that the Charge be discharged, and that title be registered in the name of the Purchaser;
- (c) as against the First, Second and Fourth Defendants, an Order that the net amount owed by Purchaser to Vendor be paid into Court and that the said defendants each be at liberty to interplead their respective entitlements thereto; and
- (d) costs of this action.



DENTONS

Attorneys for the Plaintiff

THIS WRIT AND STATEMENT OF CLAIM was issued by Dentons whose address for service is Second Floor, One Capital Place, Shedden Road, George Town, Grand Cayman, Cayman Islands.

DIRECTIONS FOR ACKNOWLEDGEMENT 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, PO Box 495G, George Town, Grand Cayman.

2. A defendant who states in the defendant's acknowledgement of service that the defendant intends to contest the proceedings must also serve a defence on the attorney for the plaintiffs.

If a statement of claim is indorsed on the Writ (i.e. the words "statement of claim" appear on page 2), the defence must be served within 14 days after the time for acknowledgement of service of the writ, unless in the meantime a summons for judgment is served on the defendant.

If the statement of claim is not endorsed on the writ, the defence need not be served until 14 days after the statement of claim has been served on the defendant.

If the defendant fails to serve the defendant's defence within the appropriate time, the plaintiff may enter judgment against the defendant 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 acknowledgement of service, that the defendant intends to apply for a stay, execution will be stayed for 14 days after that defendant's acknowledgement, but the defendant must, within that time, issue a summons for a stay of execution, supported by an affidavit of the defendant's 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 acknowledgement of service and return it to the Courts Office.
2. For the purpose of calculating the period of 14 days for acknowledgement of service, a writ served on the defendant personally is treated as having been served on the day it is delivered to the defendant.
3. Where the defendant is sued in a name different from the defendant's own, the form must be completed by the defendant with the addition in paragraph 1 of the words "sued as (the name stated in 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 that partner's name.
5. Where the defendant is sued as an individual trading in a name other than that person's own, the form must be completed by the defendant with the addition in paragraph 1 of the description "trading as (.....)" after that defendant's 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 for the guardian ad litem.
8. A defendant acting in person may obtain help in completing the form at the Courts Office.

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DEFENDANTS

ACKNOWLEDGEMENT 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 the defendant 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 the appropriate box).
☐ 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 (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, the defendant must give the defendant's post office box number and 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 the plaintiff's attorney of that plaintiff's name, address and reference, if any, in the box below.	Indorsement by the defendant's attorney (or by the defendant If suing in person) of that defendant's name, address and reference, if any, in the box below.
Dentons Floor Two, One Capital Place Shedden Road POBox 10190 George Town Grand Cayman, KY1-1002	