



GRAND COURT OF THE CAYMAN ISLANDS

ESTATE OF LARRY VERNIN WOODLEY MCLEAN (DECEASED)

CAUSE NO. OF 2023

PROBATE AND ADMINISTRATION No. 94 OF 2020

BETWEEN:

IVAN MCLEAN

PLAINTIFF

AND

MR JACK MCLEAN

RESPONDENT

WRIT OF SUMMONS

TO: Mr Jack McLean
51 Success Circle, Palm Dale,
George Town, Grand Cayman
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 **9th** 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 renewed by order of the Court.

IMPORTANT

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

STATEMENT OF CLAIM

1. The Plaintiff is Mr. Ivan Trevor Mclean who is the Executor, Trustee and a beneficiary under the Last Will and Testament of Mr. Larry Vernon Woodley McLean dated 19th March 2020 ("the Will"), which was duly admitted to probate on 1st October 2020 by the Grand Court of the Cayman Islands.
2. The Respondent is Mr. Jack McLean, the brother of the deceased and the Plaintiff and the uncle of Andrew Timothy McLean.
3. This claim is brought pursuant to the restrictions and provisions clearly stated in Clause 5 of the Will regarding the property specified as "Lower Valley Block 38B Parcel 146" (hereinafter, "the Property").
3. Larry Vernon Woodley McLeans (deceased) Will governs the disposition of his Cayman Estate, including the Property.
4. Clause 5 of the said Will contains the following express provisions with regard to the Property:
 1. The testator directed that the Property be passed to his nephew, Andrew Timothy McLean, with the additional restriction that it is "to remain in the McLean family to be handed down from generation to generation."
 2. The testator further directed that his brother, Ivan Trevor McLean, be permitted to reside in the Property "as long as it takes him to get a place of his own."
5. The Will expressly revoked all prior wills and testamentary dispositions made by the testator with respect to the Cayman Estate, thereby confirming that the provisions within the Will, as evidenced by Clause 5, represent the final and binding testamentary intentions of Larry Vernon Woodley McLean.

6. The Plaintiff seeks to enforce the testators clear and unambiguous instructions:
 1. Prevent the sale or other disposition of the Property outside the McLean family, in accordance with the testators wishes and instruction.
 2. Establish the protection of Ivan Trevor McLean's beneficial interest in the Property, as set forth in Clause 5.
7. The will named Andrew Timothy McLean as the beneficiary of the Property subject to the property remaining in the family and the Plaintiff interest to reside in the property. The Plaintiff transferred the property to Andrew Timothy McLean on the 18th February 2021.
8. The Mclean family and in particular the Respondent knew of the content of the Will of Mr Larry Vernon Woodley McLean. However, Andrew Timothy McLean sold the property to the Respondent at an undervalue or at a value appreciative of the restrictions on the property pursuant to the will.
9. The Respondent purchased the property with the full knowledge of the restrictions as directed within the Will, namely that being clause 5 - the property is to remain in the Mclean Family and pass from generation to generation along with the Plaintiff beneficial interest to reside in the Property.
10. Further, the Respondent has expressed actions that indicate an intention to dispose of the Property to persons outside the McLean family, in direct contravention of Clause 5 of the Will.
11. On the 25th October 2025 the Respondent proffered a lease arrangement with the Plaintiff with the threats that if the Plaintiff did not sign and pay rent to the Respondent, the Respondent would change the locks and disconnect the utilities.

12. A letter to cease and desist and setting out the rights of the Plaintiff attaching a copy of the Will was served by email upon both Richards and Richards Attorney at law and upon the Respondent on Thursday the 4th December 2025 at 7.03 pm.
13. There has been no acknowledgment to the said letter of the 4th December 2025.
14. That on Friday 5th December 2025 the Respondent ignored the request to cease and desist and changed the locks to the property, thus preventing the Plaintiff from entering and residing in the Property as per the testators Will that granted the Plaintiff a beneficial interest under Clause 5 of the said Will.
15. Further, that on Friday 5th December the Respondent terminated the electricity (CUC) to the Property thus preventing the Plaintiff from enjoying and exercising his beneficial interest under Clause 5 of the said Will.
16. Clause 5 of the Will establishes a binding restriction and creates duties on the part of the beneficiaries and executors under the Will, specifically:
 1. To ensure that the Property is preserved within the McLean family, as directed by the testator.
 2. To allow the Plaintiff a beneficial interest in the Property until he secures his own residence.
17. The beneficial interest granted under the Will by Mr. Larry vernon Woodley Mclean constitutes a recognised property right wherein the beneficiary may occupy or enjoy the defined Property until specified conditions are met as per Clause 5 of the Will.

AND THE PLAINTIFF CLAIMS:

1. A declaration that pursuant to Clause 5 of the Last Will and Testament of Larry Vernon Woodley McLean dated 19th March 2020, the Property at Lower Valley Block

38B Parcel 146 is subject to the restriction that it "remain in the McLean family to be handed down from generation to generation."

2. An order restraining the Defendant, Mr Jack McLean, from selling, transferring, or otherwise disposing of the Property to any person or entity outside the McLean family.
3. A declaration that Ivan Trevor McLean holds a beneficial interest in the Property pursuant to the terms of Clause 5 of the Will, granting him the right to reside within the Property "as long as it takes him to get a place of his own."
4. An Order that Mr Ivan Trevor McLean be allowed forthwith to enter Property and that the electricity is reinstated.
5. Damages
6. Costs.
7. Interest Pursuant to Section 34 of the Judicature Act read with Schedule 12 of the Judgment Debts (Rates of Interest) Rules (2021 Revision) on any amount the court find as from the date 6th December 2025 to the date of the Court's Order.
8. Such further and/or other relief as this Honourable Court deems fit.



CP Attorneys
Attorneys for the Plaintiff

This **WRIT** is filed by **CP Attorneys** on behalf of the **Plaintiff**, whose address for service is Unit 228, Dolphin House, Elizabethan Square, 80 Shedden Road, George Town, PO Box 561, Grand Cayman KY1-1602, Cayman Islands, 345-623-8088.

Form No. 8

Acknowledgment of Service of Writ of Summons (O.10, r.1; O.12, r.3; O.15, rr.3, 7 & 13A; O.16, r.3; O.75, r3)

**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 the Defendant's Acknowledgment of Service that the Defendant 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 that 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 Acknowledgment of Service, that the Defendant intends to apply for a stay, execution will be stayed for 14 days after that Defendant's Acknowledgment, 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 of Guidance

1. Each Defendant (if there is 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 the Defendant.
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 the Partner’s Name.
5. Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN HIS 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 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

IN THE GRAND COURT OF THE CAYMAN ISLANDS

IN THE ESTATE OF LARRY VERNIN WOODLEY MCLEAN (DECEASED)

CAUSE NO. OF 2023

PROBATE AND ADMINISTRATION No. 94 OF 2020

BETWEEN:

IVAN MCLEAN

PLAINTIFF

AND

MR JACK MCLEAN

RESPONDENT

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 Delay may result in judgment being entered
directions and notes for guidance carefully against a Defendant whereby he may have
before completing this form. If any to pay the costs of applying to set it aside.
information required is omitted or given
wrongly, THIS FORM MAY HAVE TO BE
RETURNED.

1. State the full name of the defendant by whom or on whose behalf the service of the Writ is acknowledged.
2. State whether the Defendant intends to contest the proceedings (tick appropriate box)

YesNo
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)

YesNo

Service of this Writ is acknowledged accordingly

(Signed) _____

G2025-0307 Defendant/Attorney for the Defendant

2025-12-09

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
Unit 228 8, Dolphin House
Elizabethan Square
80 Shedden Road
George Town
PO Box 561
Grand Cayman KY1-1602

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

