

**ARY COURT AT GEORGE TOWN****Cause No. SC of 2026**

in the matter of Paragraph 5 Schedule 2 of the Information and Communications Technology Act (2026) in relation to land registered as Block 23C Parcel 72

BETWEEN:**AVIATION COMMUNICATION (AV COM) LTD.****APPLICANT****AND:****FRED LIVINGSTON MYERS****FIRST RESPONDENT****QUADRANT LIMITED****SECOND RESPONDENT****SUMMONS**

To the Respondents:
FRED LIVINGSTON MYERS
QUADRANT LIMITED

YOU ARE HEREBY SUMMONED to appear before the Magistrate at The Law Courts, George Town, Grand Cayman on the day of 2026 at am/pm upon the hearing of an application by:

Applicant's Name and Address:

AVIATION COMMUNICATION (AV COM) LTD.
c/o Symons & Symons, Attorneys-at-Law
Oceanside Suites, Unit 422
4th Floor, Genesis Building
13 Genesis Close
PO Box 30783 SMB
Grand Cayman, KY1-1204

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for the following orders and relief set out overleaf.

DATED this 17th day of July 2026

SYMONS & SYMONS

Symons & Symons Attorneys-at-Law
Attorneys for the Applicant

See Overleaf

THIS SUMMONS was issued by Symons & Symons, Attorneys-at-Law for the Applicant, whose address for service is that of its said attorneys, namely: Oceanside Suites Unit 422, 4th Floor Genesis Building, 13 Genesis Close PO Box 30783 Grand Cayman KY1-1204, Cayman Islands [Our reference: 4972-0002]

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ORDERS AND RELIEF CLAIMED

1. Order pursuant to Paragraph 5 of Schedule 2 of the ***Information and Communications Technology Law (2026 Revision) (“ICT Act”)*** to dispense with the need for agreement of the Respondents to enter into a Lease Agreement with the Applicant and to confer to the Applicant and make binding on the Respondents and their successors and assigns a lease agreement for a period of fifteen (15) years at a rental rate of CI\$ 1,500.00 a month, for unfettered access and quiet possession to the north east quadrant of land identified on the register as Block 23C Parcel 72, on which the Applicant’s telecommunications tower now stands, to allow the Applicant to continue to operate the telecommunications tower located on that portion of land.
2. Interim relief to access, maintain and keep in operation of the Tower located at Block 23C Parcel 72 pending the outcome of these proceedings pursuant to paragraph 6 of Schedule 2 of the ***ICT Act***.
3. Such further and other relief as this honourable Court deems fit.
4. Costs.

APPLICANT'S GROUNDS

1. Paragraph 5 of Schedule 2 of the **Information and Communications Technology Law (2026 Revision)** ("**ICT Act**") provides that where a licensee seeks to keep an ICT apparatus installed on land or to maintain and access such ITC apparatus, and where the licensee requires agreement for these purposes from the owner or person with interests in the land and agreement cannot be reached That the Licensee may give notice of a period of 28 days to the relevant person and/or owner of the land of the agreement he requires. If the notice period expires the licensee may make an application to the Summary Court for an order to confer the proposed right and/or provide for any person and/or any interest in the land to be bound, in effect dispensing with the need for agreement from the person notice is given (owner of the land/ relevant person).
2. The Summary Court has Jurisdiction to hear this matter as Paragraph 1 of Schedule 2 of the **ICT Act** provides: "*“Court” means, without prejudice to any right of appeal conferred by virtue of paragraph 25 or otherwise, the Summary Court;*". Based on the foregoing this Application, must be made to the Summary Court which has the power to grant the relief provided in the statute.
3. The Applicant, Aviation Communication (AV Com) Ltd. (the "**Company**"), holds a licence issued by the Utility Regulation and Competition Office (formerly OF Reg), and is a licensee for the purposes of the **ICT Act**. A Licensee is defined in section 2 of the **ICT Act** as: "*a person to whom a licence is granted by the Authority under this Act*". Due to it's legal status as a licensee under the **ICT Act**, the Applicant has the legal standing or right to make an Application pursuant to Paragraph Schedule 2 of the **ICT Act**.
4. The Respondents in these proceedings are Fred Livingston Myers who is the Registered Proprietor of Block 23C Parcel 72 and Quadrant Limited who holds a power of attorney, to act on behalf of the Registered Proprietor with respect to Block 23C Parcel 72. As registered proprietor, the First Respondent has the legal right or legal interest in the land to enter into a lease agreement with the Applicant for use of the property. The Second Defendant is able to act on behalf of the First Respondent due to the Power of Attorney.
5. The Applicant entered into a Lease Agreement on or around January 2007 with the late Alfred Myers, the then Registered Proprietor of Block 23C Parcel 72 to lease a portion of the north east Block 23C Parcel 72 (hereinafter referred to as the "**Property**") in order to erect and operate a telecommunications tower (hereinafter referred to as the "**Tower**").
6. The Tower was installed on the site approximately a year later at a cost of approximately CI\$ 250,000.00. The Tower has been in operation since that time and services the Prospect and Red Bay area of Grand Cayman with information technology and telecommunication services. There are currently two (2) tenants leasing space on the tower to house telecommunications equipment. The tenants are major telecommunication providers in the Cayman Islands. The Applicant is unable to locate a copy of the executed lease between itself and the late Mr. Myers, but has located in its records an unsigned copy reflecting the terms of the arrangement between the parties. A copy of this document has been provided to the Respondents and their attorney.

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7. The Tower falls within the definition of a ICT Apparatus as outlined in the definitions section of Schedule 2 Paragraph 1 of the **ICT Act**. Towers are specifically listed in Schedule 2 Paragraph 1 of the **ICT Act** as being an ICT Apparatus and fall within the ambit of Paragraph 5 of Schedule 2 the **ICT Act**. Paragraph 1 of Schedule 2 of the **ICT Act** states that an ICT Apparatus:

“includes any ICT apparatus designed or adapted for use in connection with, or as part of, an ICT service or an ICT network and, in particular —

... and (b) any tower, structure, pole or other thing in, on, by or from which any ICT apparatus is or may be installed, supported, carried or suspended,”

8. The term of the Lease was fifteen (15) years (from 1 February 2007 to 31 January 2022) and the rent payable under the agreement was CI\$ 1,200.00 per month. On or around 1 March 2015, the parties agreed a reduction in rent from CI\$ 1,200.00 to CI\$ 1,000.00. This variation of rental was not formalized in writing, but the records show that from March 2015 to October 2017 the Company paid CI\$ 1,000.00 to the late Mr. Myers.
9. From October 2017, the late Mr. Myers stopped coming by the Applicant's office to collect his monthly rental cheques. Mr. Howard Cross and Mr. Percival Kellyman (Directors of the Company), became concerned and made enquiries as to the late Mr. Myers whereabouts, eventually they were informed that he had passed away.
10. The Company continued to operate the Tower from the Property and continued to make enquiries regarding the new owner. There was a garage business on the property as well. The garage owner was also a tenant of the late Mr. Myers. The garage owner was unaware of what was happening with the property and informed the Applicant that no one, family or representative of the late Mr. Myers, had come by or visited the property. Mr. Cross and Mr. Kellyman were concerned about the situation and considering the investment the Applicant made in the Tower they made inquiries at the Planning Department, however searches did not assist with identifying the new owner/s. The Applicant was never contacted by the Estate of the late Mr. Alfred Myers.
11. Sometime in 2022, while Mr. Cross was working with a crane operator on another site, he asked the name of one of the operators he was speaking with. The individual identified himself as Mr. Fred Myers, the First Respondent. Mr. Cross then made inquiries regarding the First Respondent's relationship to the late Mr. Myers and was shown and sighted the First Respondent's drivers licence. The First Respondent confirmed to Mr. Cross he is in fact the son of the late Mr. Myers. It was at this time that Mr. Cross explained the situation involving the lease. The First respondent explained to Mr. Cross he is to be the new owner of the Property, that his sister was taking care of the paperwork for the Administration of the Estate and that he will speak with her and get back to Mr. Cross so they could discuss and formalize an arrangement.
12. Not long after Mr. Cross for the Applicant met with the First Respondent and there was an oral agreement to pay rent of CI\$ 800.00 going forward. There was no executed written agreement.

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The Applicant's records show that payments were made by electronic transfers in the amount of CI\$ 800.00 to the First Respondent on July and August 2022. There were a number of text messages between Mr. Cross on behalf of the Applicant and the First Respondent regarding a formal written lease agreement over several months, however, the First Respondent did not return to the Applicant's offices finalize arrangements regarding the new formal written lease.

13. Sometime in early 2024, the Second Respondent approached the Applicant seeking to deal with the Property on the basis of a power of attorney. No agreement could be reached between the parties.
14. Since then the parties have engaged Counsel and have not been able to reach agreement on terms of a lease agreement. Further there is an ongoing dispute regarding past rent and rental arrears that have not yet been resolved.
15. On 30 January 2026, Symons & Symons, Attorneys for the Applicant, on the Applicant's instructions issued and emailed a Notice Pursuant to Paragraph 5 Schedule 2 of the *ICT Act* to B & B Attorneys, the Attorney for the First and Second Respondents.
16. The Tower occupies a small part of the parcel of land and there is a fence, installed by the Applicant, directly around the tower to prevent unauthorized access and to protect the infrastructure installed on the tower. A lock has been placed on this fence preventing the Applicant and/or its tenants from accessing the Tower from the Property. It is suspected that the lock was placed on the fence by the First or Second Respondent or by someone else on their behalf as there is an ongoing dispute.
17. The Tower services the Prospect/Red Bay area and is necessary for telecommunications services in the area. If the Tower is removed then telecommunication services could be disrupted.
18. The Applicant therefore makes this application pursuant to Paragraph 5 of Schedule 2 of the *ICT Act* to dispense with the agreement of the First and Second Respondents and to grant an order for the Applicant to continue possession of the Property pursuant to a lease of 15 years at a rent of CI\$ 1,500.00 so as to allow the Applicant to continue operation of the Tower thereby giving it the right to access, properly service and maintain the Tower and for its tenants to access operate and maintain their equipment. This will be necessary to ensure telecommunication coverage for residents in the Red Bay area in the vicinity of the Tower.
19. The Applicant has issued a Notice Pursuant to Paragraph 5 of Schedule 2 on 30 January 2026, to the Respondent's attorneys. The requisite notice period of twenty eight (28) days has passed since the notice was issued and the Applicant seeks relief under the *ICT Act*.

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20. When considering this the Court must be minded of the provision at sub-paragraph 3 of Paragraph 5 of Schedule 2 of the **ICT Act** which provides:

“The Court shall make an order under this paragraph if, but only if, it is satisfied that any prejudice caused by the order —

(a) is capable of being adequately compensated for by money; or

(b) is outweighed by the benefit accruing from the order to the persons whose access to an ICT service or an ICT network will be secured by the order,

and in determining the extent of the prejudice, and the weight of that benefit, the Court shall have regard to all the circumstances and to the principle that no person should unreasonably be denied access to an ICT service or an ICT network.”

21. The Respondents have restricted access to the Tower. Access and proper maintenance of the Tower is required for continued benefit of access to ICT service to residents in the vicinity of the Tower. Removal of the Tower could mean disruption and/or loss of service in the area and is an important consideration for the Court when weighing up the factors in this case and stands as a strong grounding for this application and the Court making an Order as requested by the Applicant.
22. Interim relief is also sought pursuant to Paragraph 6 of Schedule 2 of the ICT Act. The basis of this application is that a lock has been placed on the fencing that directly surrounds the tower. This loss of access hinders the Applicant’s ability to access and maintain the Tower, and for the tenants of the Tower to access and maintain their equipment mounted on the Tower. Further there is a red light atop the Tower required for airline navigation and safety. As a consequence of denying access to the Applicant this light could go out, which could pose a threat to public safety due to the collision risk with aviation traffic overhead. For the aforementioned reasons the Applicant submits that an interim order be granted allowing unfettered access to the Tower by the Applicant and it’s tenants until the determination of these proceedings and for the Applicant to remove the lock and/or any further locks that may be placed hindering access.
23. Further details supporting the applicants grounds will be provided in an affidavit to be filed and served in due course.

SYMONS & SYMONS

Symons & Symons Attorneys-at-Law
Attorneys for the Applicant