



COURT OF THE CAYMAN ISLANDS

CAUSE NO: G

OF 2026

BETWEEN:

CLEOPATRA FRANCISCA HAMANN

PLAINTIFF

AND:

(1) JETENA SHARNE BODDEN

(2) TEX ROLLEY BODDEN

DEFENDANTS

WRIT OF SUMMONS

TO:

- (1) Jetena Sharne Bodden, P.O. Box 488, Grand Cayman KY1-1302, Cayman Islands
- (2) Tex Rolley Bodden, 54 Banker's Road, West Bay, Birch Tree Hill, 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 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 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 5th day of August 2026

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.

THIS WRIT was issued by Nelsons Legal, Attorneys for the Plaintiff, whose address for service is The Grand Pavilion, 802 West Bay Road, Grand Cayman, Cayman Islands and kmclymont@nelsonslgal.com

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

CAUSE NO: G

OF 2026

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PLAINTIFF

AND:

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STATEMENT OF CLAIM

The parties

1. The Plaintiff resides at 54 Banker's Road, West Bay, Birch Tree Hill, Grand Cayman which is legally described as Registration Section West Bay North West, Block 4C Parcel 332 ("the Property") with her son, Harold Hamann, who was born on 5 February 2011 ("Harold").
2. The Second Defendant is the father of the First Defendant. He also resides at the Property.
3. The First Defendant has been the registered proprietor of the Property since 13 October 2025.

The Property

4. The Second Defendant acquired the Property approximately 40 years ago and thereafter built the dwelling house upon it. He was the registered proprietor of the Property until 13 October 2025.
5. In or about the latter part of 2018 the Plaintiff went into occupation of the Property at the invitation of the Second Defendant, together with Harold.
6. From the date that the Plaintiff moved into the Property until in or about March 2026 the Plaintiff and the Second Defendant cohabited at the Property.
7. The romantic relationship between the Plaintiff and the Second Defendant ended in or about March 2026. Since then, the Plaintiff has remained in actual occupation of the Property, sleeping in the bedroom with her son Harold.

THIS WRIT was issued by Nelsons Legal, Attorneys for the Plaintiff, whose address for service is The Grand Pavilion, 802 West Bay Road, Grand Cayman, Cayman Islands and kmclymont@nelsonslegal.com

The Second Defendant's representations and assurances

8. Before and at the time the Plaintiff went into occupation, the Second Defendant represented to the Plaintiff that he was the sole owner of the Property and that there was no other owner of it.
9. From the commencement of the Plaintiff's occupation in 2018 and thereafter throughout the period of cohabitation, the Second Defendant assured the Plaintiff that she had a home at the Property and an interest in it.

PARTICULARS

- a. The representations and assurances were made orally by the Second Defendant to the Plaintiff at the Property and, before the Plaintiff went into occupation, at her then home.
 - b. The Plaintiff is unable to particularise each occasion by date, the assurances having been made orally and in private on numerous occasions over a period of some 7 years.
10. The Plaintiff believed and relied upon the said representations and assurances referred to at paragraph 9.
 11. On 16 October 2024 the Second Defendant executed a written acknowledgement of the Plaintiff's interest in the Property in front of a Justice of the Peace ("the Letter").
 12. The effect of the Letter was that the Second Defendant, describing himself as "*Owner*" of the Property, acknowledged that the Plaintiff had lived at the Property since 2018, that she had cared for him, that she had fulfilled the duties of a wife, and that the letter should be used to ensure the Plaintiff's interest in the Property should not be defeated by any third person.

The common intention

13. By reason of the matters pleaded at paragraphs 8 to 11 above, it was at all material times the common intention of the Plaintiff and the Second Defendant that the Plaintiff should have a beneficial interest in the Property. Such common intention was express, alternatively is to be inferred from the whole course of dealing between them, including the matters pleaded at paragraph 14 below.

Acts of reliance and detriment

14. In reliance upon the said common intention, representations and assurances, and to her detriment, the Plaintiff acted as follows:

PARTICULARS

- a. She ceased to occupy her own home at 78 Simeon Crescent, West Bay, of which she is the sole registered proprietor, let the same to tenants, and applied the rental income derived therefrom to the household at the Property, whilst continuing to discharge the loan instalments and strata fees payable in respect of it.
- b. In or about 2019, she paid CI\$3,000 to have the land comprising the Property cleared. The Second Defendant contributed nothing towards that cost.
- c. Since paying to have the Property cleared, she has kept the land clear of bush and grass by her own labour.
- d. In or about 2023 she paid for the dwelling house to be repainted.
- e. Since first moving into the Property, she has:
 - i. cleaned and maintained the dwelling house;
 - ii. effected or paid for repairs to it, including plumbing and electrical repairs;
 - iii. contributed approximately CI\$200 per week towards the food of the household of 3 persons out of the rental income referred to at (a) above;
 - iv. provided personal and nursing care to the Second Defendant, including at night;
 - v. Not engaged in employment outside the household.

15. Further particulars of the sums expended by the Plaintiff will be provided following discovery.

Constructive trust

16. By reason of the matters aforesaid the Second Defendant held the Property upon constructive trust for himself and the Plaintiff in such shares as the Court shall determine. The Plaintiff will contend that a fair division having regard to the whole course of dealing between the parties is in equal shares.

Alternative claim: proprietary estoppel

17. Further or in the alternative, the Plaintiff repeats paragraphs 8 to 14 above and avers that the Second Defendant assured her that she had and would have an interest in the Property, that she reasonably relied upon those assurances, and that she acted to her detriment in reliance upon them as pleaded above. In the premises it is unconscionable for the Defendants to resile from those assurances and an equity has arisen in the Plaintiff's favour which the Court should satisfy by such relief as it thinks fit.

Transfer of the Property to the First Defendant

18. The First and Second Defendant signed a Transfer of Land dated 9 June 2020 recording that the Property was to be transferred from the Second Defendant to the First Defendant (the "Transfer of Land"). The consideration expressed in the Transfer of Land is "natural love and affection".
19. The Transfer of Land was not presented for filing at the Department of Lands & Survey until 20 August 2025, when nominal administrative fee of CI\$50 was assessed and paid.
20. The First Defendant gave no valuable consideration for the transfer of the Property.
21. The Transfer of Land was registered against the title to the Property on 13 October 2025. Accordingly, the Second Defendant was the registered proprietor of the Property on 16 October 2024, being the date of the Letter.
22. The change in legal ownership of the Property was:
 - a. not disclosed to the Plaintiff by either the First or Second Defendant.
 - b. became known to the Plaintiff for the first time on 15 July 2026.
23. The First Defendant made no inquiry to the Plaintiff at any time before registration of the Transfer of Land in respect to her occupation of, or rights in respect of, the Property.

The First Defendant takes the Property subject to the Plaintiff's interest

24. The First Defendant took and holds the Property subject to the Plaintiff's beneficial interest. The Plaintiff will rely upon the following matters of fact and, pursuant to Order 18, rule 11 of the Grand Court Rules, will raise the following points of law.

PARTICULARS

- a. The First Defendant took the Property as a volunteer. By section 27 of the Registered Land Act (2018 Revision), a proprietor who has acquired land by transfer without valuable consideration holds it subject to any unregistered rights or interests subject to which the transferor held it. Section 23 of the said Act is expressly subject to section 27.
- b. The First Defendant is not a bona fide purchaser of the legal estate for value without notice. It is for the First Defendant to plead and prove both that she gave valuable consideration and that she took without notice.
- c. Further, the First Defendant took with notice, whether actual, constructive or imputed, of the Plaintiff's interest. As to notice, the Plaintiff will rely upon:
 - i. the First Defendant's knowledge that the Plaintiff cohabited with the Second Defendant at the Property;

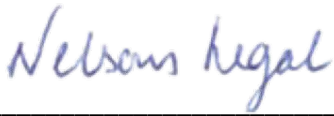
THIS WRIT was issued by Nelsons Legal, Attorneys for the Plaintiff, whose address for service is The Grand Pavilion, 802 West Bay Road, Grand Cayman, Cayman Islands and kmcclymont@nelsonslgal.com

- ii. the First Defendant's attendances at the Property during the Plaintiff's occupation;
 - iii. the fact that the First Defendant gave the Property as her own address upon the face of the Transfer of Land; and
 - iv. On 16 July 2026 the First Defendant served upon the Plaintiff at the Property a written notice ("the Notice") requiring the Plaintiff to vacate the Property on or before 15 August 2026 and to deliver up all keys to the Property to the First Defendant. The Notice is addressed to the Plaintiff at the Property and describes the First Defendant as its owner.
25. Further or alternatively, the Plaintiff's beneficial interest, being proprietary in character, and the Plaintiff having been in actual occupation of the Property at all material times, subsists as an overriding interest within section 28(g) of the Registered Land Act (2018 Revision) and binds the First Defendant without being noted on the register.
26. The First Defendant accordingly holds, and has held since 13 October 2025, the Property upon constructive trust for the Plaintiff and the Second Defendant.
27. The Plaintiff is entitled to rectification of the register of the Property pursuant to section 140(1) of the Registered Land Act (2018 Revision) so as to give effect to her beneficial interest.

AND THE PLAINTIFF claims:

- (1) A declaration that the First Defendant holds the Property upon constructive trust for the Plaintiff and the Second Defendant, and a declaration as to their respective beneficial interests therein;
- (2) Further or alternatively, a declaration that the Plaintiff is entitled to an equity in the Property, and such order as is necessary to satisfy that equity;
- (3) An order that the First Defendant do execute all such instruments and do all such things as may be necessary to vest the Property, or such interest therein as the Court shall declare, in the Plaintiff, alternatively in the Plaintiff and the Second Defendant, and that in default the Registrar of the Grand Court be empowered to execute the same on her behalf;
- (4) Rectification of the register in respect of the Property pursuant to section 140(1) of the Registered Land Act (2018 Revision);
- (5) An injunction restraining the Defendants, and each of them, whether by themselves, their servants, agents or otherwise howsoever, from:

- (i) excluding the Plaintiff or Harold from the Property or any part thereof, or acting upon the Notice;
- (ii) changing, removing or interfering with any lock or other means of access to the Property, or obstructing the Plaintiff's access thereto;
- (iii) removing from the Property, damaging or disposing of any goods or chattels of the Plaintiff or Harold;
- (iv) discontinuing or interfering with the supply of any utility to the Property;
- (v) letting or offering to let the room occupied by the Plaintiff and Harold;
- (vi) harassing, threatening or intimidating the Plaintiff or Harold; and
- (vii) selling, transferring, charging, mortgaging, leasing, licensing or otherwise disposing of or encumbering the Property or any interest therein;
- (10) Equitable compensation and/or damages;
- (12) Costs; and
- (13) Such further or other relief as this Honourable Court shall think fit.



NELSONS LEGAL

Attorneys for the Plaintiff

DATED this day of August 2026

FILED this day of August 2026

THIS WRIT was issued by Nelsons Legal, Attorneys for the Plaintiff, whose address for service is The Grand Pavilion, 802 West Bay Road, Grand Cayman, Cayman Islands and kmcclymont@nelsonslegal.com

**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 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 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 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 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 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
CIVIL DIVISION

CAUSE NO: G OF 2026

BETWEEN:

CLEOPATRA FRANCISCA HAMANN

PLAINTIFF

AND:

(1) JETENA SHARNE BODDEN

(2) TEX ROLLEY BODDEN

DEFENDANTS

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 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 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

THIS WRIT was issued by Nelsons Legal, Attorneys for the Plaintiff, whose address for service is The Grand Pavilion, 802 West Bay Road, Grand Cayman, Cayman Islands and kmcclymont@nelsonslegal.com

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 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.

Nelsons Legal

The Grand Pavilion, 802 West Bay Road

Grand Cayman

Cayman Islands

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

THIS WRIT was issued by Nelsons Legal, Attorneys for the Plaintiff, whose address for service is The Grand Pavilion, 802 West Bay Road, Grand Cayman, Cayman Islands and kmcclymont@nelsonslegal.com