NEUTRAL CITATION NUMBER: [2026] CIGC (Civ) 24

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CIVIL DIVISION **CAUSE NO: G 2026-0123**

BETWEEN

SANDRA DIXON

Plaintiff

AND

SABRINA SEYMOUR

Defendant

IN CHAMBERS

Before:	**The Hon Justice Margaret Ramsay-Hale**
Appearances:	**Ms Joy Vernon, of CP Attorneys for the Plaintiff**
	***Ex parte* without notice**
Date of Hearing:	**21 May 2026**
Date of Decision:	**21 May 2026**
Reasons Delivered:	**25 June 2026**

Civil Procedure - Ex Parte Application - Proprietary Injunction - Absence of Pleaded Claim - Standing - Power of Attorney - Resulting Trust - Presumption of Advancement - Adequacy of Damages

REASONS FOR DECISION

Introduction

1. The Plaintiff applies *ex parte* for an interim injunction restraining the Defendant, the registered proprietor of land known as Block 25C Parcel 203, from selling or otherwise dealing with the property pending the determination of the substantive proceedings. The application is supported by affidavits sworn by Sandra Dixon, April Webb, Tex Whitelocke and Abbegale Seymour together with exhibits including extracts from the Land Register, the Last Will and Testament of Larry Hartman Seymour ("the Will") and a power of attorney granted by Mr

Seymour to the Plaintiff. The application was made *ex parte* on the basis that the sale of the property was imminent.

2. Having considered the application and the evidence relied upon, I refused the relief sought on the ground that, taking the unpleaded claim at its highest, damages were an adequate remedy. I indicated my intention to set out my reasons more fully in writing given the serious deficiencies in the manner in which the application had been prepared and presented to the Court, in order to remind Counsel of the basis upon which interlocutory injunctive relief may properly be sought and granted.

Grounds of Application

3. The evidence supporting the application is rehearsed in the summons as follows: The Plaintiff, Sandra Dixon, holds a Power of Attorney for her brother, Larry Seymour, who is terminally ill and presently hospitalised. The land subject of the application was transferred by Larry Seymour to the Defendant, Sabrina Seymour, who is his daughter. Ms Dixon alleges that the land transferred to Sabrina by her father for the purpose of her obtaining a loan to develop the land. She asserts that it was understood and agreed between father and daughter that she would hold the property *"for collateral purposes only"* and that, if the contemplated loan transaction were unsuccessful, she would transfer the land back to her father. In breach of that agreement, Sabrina has proceeded to sell the property to a third party.

4. The grounds for the application are set out as follows:
   (i) there exists a serious issue to be tried "*regarding beneficial ownership, trust arrangements, fiduciary obligations, unconscionable conduct, and whether the sale ought to be restrained and/or set aside,"*
   (ii) damages would not be an adequate remedy if the transfer proceeds before determination of the substantive proceedings and that,
   (iii) the balance of convenience strongly favours preservation of the *status quo* pending determination of this matter.

The Evidence

5. The evidence filed in support of the application consists principally of assertions by the Plaintiff and various family members that Mr Seymour intended that the property ultimately benefit both his daughters and that the Defendant's ownership was not intended to be absolute. The affidavits repeatedly refer to "understandings" and "intentions" and family discussions to the effect that Sabrina was placed on the title temporarily for the purposes of obtaining a loan and developing a duplex and that the property or its benefits would eventually be shared between the Defendant and her sister, Abbegayle Seymour.

6. In her submissions on behalf of the Plaintiff, Counsel invited the Court to consider the Will as evidence of Mr Seymour's intentions with respect to the land. The relevant passage in the Will states :

(e) That all and any claims to my property located on Block 25C, Parcel 203 by Sabrina Leigh Seymour be revoked. I wish for this property to be transferred over to my trustees, Sandra Mitzie Ramoon Dixon and April Lucina Webb in order for them to place property for sale and proceeds split in three equal parts, between my trustees (for the purposes of that share being equally split between my nieces and nephews whom assisted with my care); my daughter Abbegale Seymour, and Sabrina Leigh Seymour. I unequivocally request that Sabrina Leigh Seymour will only receive her proposed share upon verification through the process of DNA testing that she is my biological child. In the event that Sabrina Leigh Seymour is not my biological child, her proposed share should be received by my trustees for the purposes of further sharing; half of this share with my daughter Abbegale Seymour and the other half equally between my nieces and nephews."

Applicable Legal Principles

7. The Court's jurisdiction to grant interlocutory injunctive relief arises under section 11 of the **Grand Court Act** and Order 29 rules 1 and 2 of the **Grand Court Rules.**

8. In determining whether to grant interim injunctive relief, the Court applies the principles in *American Cyanamid Co v Ethicon Ltd* [1975] AC 396. The applicant must establish, among other things, that there is a serious issue to be tried, that damages would not be an adequate remedy, and that the balance of convenience favours the grant of relief.

9. A serious issue to be tried means that there is *"a real as opposed to fanciful, prospect of success on the claim."* To succeed on an application for a proprietary injunction, the applicant must demonstrate a real prospect of establishing that they have a proprietary interest in the property which is sought to be protected.

10. A claim which is legally incoherent, fails to identify an arguable cause of action, or is brought by a person without standing will fall at the first stage.

Ex Parte Application

11. I start with a few observations of a procedural nature. Although the summons is headed *"ex parte application on Notice for an injunction"* there was no evidence before the Court that notice - even informal notice - had been given to the Defendant. While the Rules provide that the application may be brought *ex parte*, such relief is exceptional and is ordinarily reserved for cases of real urgency. As Megarry J stated in *Bates v Lord Hailsham of Marylebone* [1972] 1 WLR 1373, *" ex parte injunctions are for cases of real urgency, where there has been a true impossibility of giving notice of motion."*

12. The need to give notice except in rare circumstances was more recently remarked upon by Doyle J *Cathay Capital Holdings III, LP v Osiris International Cayman Limited* (unreported, 30 August 2021) who observed,

> *"It is a basic general principle of justice and fairness that an order should not normally be made against a party without giving such party an opportunity to be heard. As with all general principles there are exceptions including (1) where the genuine and exceptional urgency of the situation requires the matter to proceed immediately and without notice. These are very rare cases and (2) where it appears likely that if notice is given the defendant or others would take action which would defeat the purpose of the application before any order could be made and any damage, which may be compensated under the cross undertaking, or the risk of uncompensatable loss is outweighed by the risk of injustice to the plaintiff if the order is not made without notice."*

13. The evidence before the Court did not disclose any such circumstances. The Plaintiff relied upon the existence of an agreement for the sale of the property. However, the sale of land is ordinarily a process which takes place over time and involves a number of steps before completion. There was no evidence that any transfer was imminent, nor any evidence that the Defendant, if given notice of the application, would have acted to defeat the Court's jurisdiction or frustrate any order the Court might make. The Court was not satisfied that the matter was of such urgency as to justify proceeding without notice. Given the Court's view of the substantive merits of the application, no directions were given for the application to be served.

Absence of a Pleaded Claim

14. The injunction sought in the present case is an ancillary remedy. It is sought to preserve the property pending the determination of a proprietary claim said to arise in relation to it. While the Court may, in appropriate cases, entertain an urgent application for interim relief before the substantive proceedings are commenced, the Court would ordinarily expect to see a draft pleading identifying the cause of action relied upon and the final relief sought.

15. No such pleading was before the Court.

16. One of the important disciplines imposed by the drafting process is that it requires an applicant to identify with precision the material facts relied upon and to demonstrate how those facts are said to satisfy the constituent elements of a recognised cause of action. Had that exercise been undertaken here, Counsel might have appreciated that the material before the Court did not coherently support the case for relief advanced in the summons by Ms Dixon on her brother's behalf.

17. The summons refers in broad terms to *"beneficial ownership, trust arrangements, fiduciary obligations [and] unconscionable conduct."* These formulations do not amount to properly articulated causes of action. "Beneficial ownership" is, at most, a description of the right asserted, not a legal basis for relief. The other formulations are, likewise, labels rather than legally identified claims. The summons does not coherently explain, in relation to any of them, what precise right is said to belong to Mr Seymour, what material facts are relied upon to support it, or by what legal route those facts are said to entitle him to relief.

18. In her oral submissions, Counsel suggested that the facts might support a resulting trust on the basis that the land was transferred to the Defendant for a specific purpose, namely, to enable her to obtain financing. In the event that purpose failed, it is alleged that the property was to be transferred back to Mr Seymour. As a matter of legal principle, such a case might give rise to a resulting trust. However, that head of claim does not appear in the summons, which refers only in general terms to *"trust arrangements."* In addition, the material before the Court, while setting out a factual narrative, is expressed largely in terms of family understandings, intentions and expectations rather than in terms directed to the legal basis of the trust alleged.

19. This illustrates the problem that arises when a party advances a claim for relief without the discipline of properly particularised pleadings and instead expects the Court to identify, formulate and give effect to a cause of action which has not itself been properly pleaded.

Standing

20. The application has been brought in the name of Ms Dixon who is asserting a right to seek relief by virtue of the power of attorney granted to her by her brother. The claim to any proprietary interest in the land capable of supporting the injunction sought would lie, if at all, in Mr Seymour himself. Accordingly, the proper claimant in any such proceedings would be Mr Seymour.

21. While a power of attorney may authorise the donee to act on behalf of the donor, it does not transfer the donor's substantive rights to the donee. Proceedings to vindicate those rights must ordinarily be brought in the donor's name, see *Jones and Saldanha v Gurney* [1913] WN 72 and **Halsbury's Laws of England** (2022) Vol 1, para 450, where it is stated that an agent acting under a power *"should, as a general rule, act in the name of the principal"* and, if authorised to sue, *"the action should be brought in the principal's name".*

22. While section 6 of the ***Powers of Attorney Act (1996 Revision)*** permits a donee to do acts in his own name, that provision is merely procedural: see *Clauss and another v Pir* [1987] 2 All ER 752; and does not transfer the donor's substantive rights to the donee.

23. The Court was not satisfied that Ms Dixon had established either the basis upon which she was entitled to advance a proprietary claim said to belong to Mr Seymour, or to seek interlocutory relief in respect of that alleged right.

The Evidential Foundation of the Plaintiff's authority

24. Even if Ms Dixon were entitled to bring the claim in her own name, the evidential basis for proceeding in that manner is unclear. What was said is that Mr Seymour is "*terminally ill and presently hospitalised."* There was no medical or other evidence to suggest that he lacks capacity to provide instructions, execute proceedings or confirm the matters relied upon in support of the application. It follows that, *prima facie*, Mr Seymour remains capable of giving instructions and swearing an affidavit yet he did not do so.

25. Conversely, if Mr Seymour lacks capacity to provide evidence, he might also lack capacity to give instructions and that raises the question as to whether the power remained operative at all.

26. If it were that Mr Seymour lacks capacity, then the Power of Attorney on which Ms Dixon relies would no longer be effective, as a general power of attorney does not survive the incapacity of the donor. The point was made by Smellie CJ, as he then was, in *In the Matter of an Enduring Power of Attorney* (2006) CILR Note 3, Unrep 22 December 2005, who stated at [8] that,

> *"… under Cayman law, .. an agency created by a power of attorney ceases to exist upon the mental incapacity or death of the donor: Al-Ibraheim v Bank of Butterfield 1999 CILR 436 at 457, citing dicta of Brett and Bramwell LJJ from Drew v Nunn (1879) 4 Q.B.D. 661."*

27. The Act provides for certain powers of attorney to survive the incapacity or death of the donor. Section 4 relevantly provides that:

> *" 4. (1) Where a power of attorney is expressed to be irrevocable and is given to secure-*
> *(a) a proprietary interest of the donee of the power; or*
> *(b) the performance of an obligation owed to the donee,*
> *then, so long as the donee has that interest or the obligation remains undischarged, the power shall not be revoked —*
> *(i) by the donor without the consent of the donee; or*
> *(ii) by the death, incapacity or bankruptcy of the donor, or if the donor is a body corporate, by its winding-up or dissolution.*
> *(2) A power of attorney given to secure a proprietary interest may be given to the person entitled to the interest and persons deriving title under him to that interest, and those persons shall be duly constituted donees of the power for all purposes of the power but without prejudice to any right to appoint substitutes given by the power."*

28. The power of attorney exhibited by Ms Dixon was not expressed to be irrevocable nor to have been granted by way of security within the meaning of the section. Accordingly, if Mr Seymour lacked capacity, serious questions would arise as to whether the power remained operative at all. No evidence was placed before the Court addressing that issue. The omission was, in my judgment, a material deficiency.

29. Where relief is sought in respect of rights said to belong to another, the authority to advance those rights must be clearly established, particularly in the context of an *ex parte* application.

The Trust Claim

30. Moving on to the merits of the application, even if the material were capable of being treated as advancing a claim based upon a resulting trust, the transfer being from father to daughter, the presumption of advancement would arise. That presumption is, of course, rebuttable, but

the burden of rebutting it rests with the person who asserts that the transfer was not intended to be beneficial.

31. The Plaintiff relies, among other matters, upon the terms of Mr Seymour's Will as evidence that he did not regard the transfer of the property to the Defendant as an outright beneficial gift. The Will provides in terms :

> *"That all and any claims to my property located on Block 25C, Parcel 203 by Sabrina Leigh Seymour be revoked. I wish for this property to be transferred over to my trustees…"*

32. That evidence may be capable of supporting an inference that Mr Seymour considered himself to retain some continuing interest in the property. However, the Will was executed after the transfer and does not itself explain the legal basis upon which such an interest was retained or identify the trust or other legal arrangement said to give rise to it. Taken together with the affidavit evidence, which asserts various family understandings and expectations, the material provides only a limited evidential foundation for rebutting the presumption of advancement and establishing an arguable resulting trust.

Damages An Adequate Remedy

33. Even assuming everything said on Mr Seymour's behalf were true and he retained a proprietary interest in the property, I would nevertheless conclude, on the evidence before the Court, that damages would be an adequate remedy for the following reasons.

34. The Will is relied on as evidence that the Defendant was not intended to enjoy the property beneficially. The Will does not, however, contemplate the retention of the property by Mr Seymour. Rather, it directs that the property be transferred to Mr Seymour's trustees *"in order for them to place property* [sic] *for sale"* and for the proceeds to be divided among identified beneficiaries.

35. The Will therefore points not to an interest in retaining this particular parcel of land, but to an interest in the value to be realised from its sale and in the subsequent distribution of the proceeds. Such an interest is, in principle, capable of vindication by monetary relief.

36. An analysis of the Plaintiff's own affidavit evidence leads to the same conclusion. She says that, based on her knowledge of Mr Seymour's intentions, he would not have intended the property to be sold without *"recognition of, or consideration being given to, the interest or expected benefit intended for Abbegale Seymour"*. That formulation does not assert that Mr Seymour himself retained, or that Abbegale Seymour presently enjoys, a proprietary interest in the land itself.

37. Read together with the Will, it points instead to a case that, if the property is sold, the proceeds should be dealt with in a way that recognises the benefit which Mr Seymour intended Abbegale Seymour to receive. Any entitlement of that kind is capable of compensation in damages, if and to the extent that it is ultimately established.

38. In the circumstances, the Court was not satisfied that this was a proper case for interlocutory proprietary relief restraining a sale to a third party.

39. Nothing in this ruling should be taken as determining whether a properly constituted and properly pleaded claim arising from the circumstances of the transfer might be maintained. The Court's conclusion is confined to the present *ex parte* application and the material presently before it.

DATED THE 25th DAY OF JUNE 2026

THE HON. JUSTICE MARGARET RAMSAY-HALE
CHIEF JUSTICE OF THE GRAND COURT