

IN THE GRAND COURT OF THE CAYMAN ISLANDS

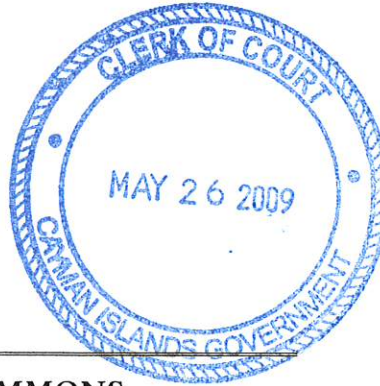
CAUSE NO: 0260 OF 2009

B E T W E E N:

VINNELL DORCAS FOSTER

AND

1. SIMON EHURD REYNOLDS
2. PHIL KENRICK REYNOLDS



Plaintiff

Defendants

WRIT OF SUMMONS

TO: **Simon Ehurd Reynolds & Phil Kenrick Reynolds**
3 Neon Close
Mount Pleasant, West Bay
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, PO Box 495, Grand Cayman, KY1-1106, 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 judgment may be entered against you forthwith without further notice.

Issued this 26th day of May 2009

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 Acknowledgement of Service are given with the accompanying form.

STATEMENT OF CLAIM

The Parties

1. The Plaintiff at all times material to this proceeding was resident at 93 Finch Drive, Birch Tree Hill, West Bay, Grand Cayman, Cayman Islands. The Plaintiff's address for service is in care of her attorneys, Appleby, 75 Fort Street, P.O. Box 190, George Town, Grand Cayman, KY1-1104, Cayman Islands.
2. The Defendants reside at 3 Neon Close, Mount Pleasant, West Bay, Grand Cayman, Cayman Islands.

Background

3. The Plaintiff is the sole owner of two adjoining properties described as West Bay North West, Block 4D, Parcels 148 and 319, which are together known as 3 Neon Close, Mount Pleasant, West Bay (the "**Property**").
4. The Defendants live in two neighbouring houses located on the Property.
5. The First and Second Defendants are the brothers of the Plaintiff.
6. The Defendants moved onto the Property in or around the year 2000 and lived rent free with the permission of their mother who owned the Property until her passing in 2007 at which time the Property was bequeathed to the Plaintiff.
7. The Plaintiff has withdrawn her permission for the Defendants to live on the Property and has requested verbally on numerous occasions that they vacate the premises.
8. The Plaintiff has given written notice to the Defendants that they do not have the permission of the Plaintiff to live on the Property.
9. The Defendants have not vacated the Property in accordance with these verbal requests and written notices.

No lease or legal right to remain on the Property or in the House

10. The Defendants have no legal interest in the Property. There is not now, nor has there ever been, any lease or other oral or written agreement allowing the Defendants to remain on the Property.
11. The Plaintiff wants the Defendants to leave the Property and has repeatedly asked them orally and in writing to leave.
12. The Defendants have repeatedly refused to leave the Property.
13. As the Plaintiff has withdrawn permission for the Defendants to remain on the Property and the Defendants have remained, the Defendants are trespassers.

Police Attendances

14. The Plaintiff has been forced to call the Police and have them attend at the Property four times since 18 November 2007 to deal with the unruly and abusive behaviour of the Defendants.

Attendance #1

15. On 18 November 2007, the Plaintiff noted that the Second Defendant was stealing water from the Plaintiff's legitimate tenants who live in a third residence on the Property by carrying it in buckets from an external source attached to the tenants' house.
16. This necessitated a Police attendance and the Second Defendant was issued a warning.
17. On 26 November 2007, the Plaintiff's attorneys prepared a formal letter giving notice and advising the Second Defendant that he was to vacate the Property within one month of receipt of the letter.
18. The Second Defendant did not vacate the Property as requested and the Plaintiff chose not to pursue the eviction for fear of negative repercussions.

Attendance #2

19. On 5 July 2008, the Plaintiff became aware that the Second Defendant was disturbing the legitimate tenants on the Property and was using drugs on the Property and she requested that he vacate the Property by 9 July 2008.
20. On 6 July 2008, the daughter of the Plaintiff asked the Second Defendant on her mother's behalf if he intended to vacate the Property.
21. In response, the Second Defendant threatened to burn the house down which necessitated a Police attendance.
22. The Second Defendant did not vacate the Property as requested.
23. The Second Defendant has since, on 28 March 2009 been charged with possession and use of ganja and cocaine contrary to the Misuse of Drugs Law (2000) Revision.

Attendance #3

24. On 25 November 2008, the Plaintiff's attorneys prepared a formal letter giving notice and advising that the First Defendant was to vacate the Property within 14 days of receipt of the letter.
25. When the First Defendant was served the letter on 28 November 2008, the First Defendant did not open the letter and instead burnt it up while it was still in the envelope stating that he would not leave the Property.
26. On 1 December 2008, the First Defendant attended the residence of the Plaintiff and threatened to kill the Plaintiff's daughter resulting in attendance and a warning by Police.

Attendance #4

27. On 6 December 2008, the First Defendant again attended the residence of the Plaintiff and threatened to kill her resulting in attendance and an investigation by Police.
28. Since that time, the Second Defendant has parked his vehicle in the spot allocated for legitimate tenants who are now parking on the side of the road. The Police have offered to attend the Property should the Plaintiff choose to have the vehicle towed at her own expense.

29. The First Defendant has since, in or around 20 March 2009, been charged with intent to alarm and threatening violence as against the Plaintiff and her daughter contrary to the Penal Code, 2007 Revision.

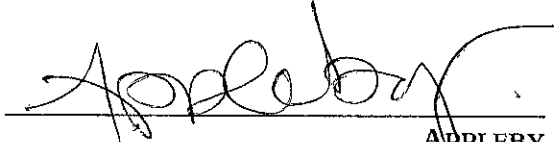
Summary of the Defendants' treatment of the Plaintiff

30. During the past several months the Defendants have treated the Plaintiff and her daughter with increasing disrespect and have regularly:
- a. cursed, yelled and sworn at the Plaintiff and her daughter;
 - b. bullied, threatened and intimidated the Plaintiff and her daughter; and,
 - c. have recently threatened to do violence to both the Plaintiff and her daughter.
31. As a result of the above, the Defendants have committed or have threatened to commit the following tortious and/or criminal acts:
- a. trespass;
 - b. threatened and/or attempted assault, battery and murder; and,
 - c. damage to the Plaintiff's property.

AND THE PLAINTIFF CLAIMS:

- a) a declaration that the Defendants are trespassers on the Plaintiff's Property;
- b) a declaration that the Defendants are not entitled to occupy the Plaintiff's Property at 3 Neon Close, Mount Pleasant in West Bay, Grand Cayman, Cayman Islands;
- c) an interim and final order that the Defendants vacate the Plaintiff's Property at 3 Neon Close, Mount Pleasant in West Bay, Grand Cayman, Cayman Islands forthwith;
- d) an interim and final order that the Defendants not annoy, intimidate or harass the Plaintiff or her tenants, nor return to the Property or the Plaintiff's residence at 93 Finch Drive, Birch Tree Hill in West Bay, Grand Cayman, Cayman Islands;
- e) an interim and final order restraining the Defendants from returning to the Property or the Plaintiff's residence at 93 Finch Drive, Birch Tree Hill in West Bay, Grand Cayman, Cayman Islands or coming within 100 feet of the Property;

- f) damages for trespass to the Property including the costs associated with removing the debris and abandoned vehicles from the Property;
- g) such further and other relief as this Honourable Court deems just; and,
- h) costs.



APPLEBY
Attorneys for the Plaintiff

This WRIT OF SUMMONS was filed by Appleby, Attorneys for the Plaintiff whose address for service is Clifton House, 75 Fort Street, PO Box 190, Grand Cayman, KY1-1104, Cayman Islands (ref: NB/09476.003)

Acknowledgment of service of writ of summons (O.12, r.3)

**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 each Defendant or by each Defendant if acting in person.

After completion it must be delivered or sent by post to the Law Courts, PO Box 495 GT, Grand Cayman.

2. A Defendant who states in his Acknowledgment of Service that he 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 his defence within the appropriate time, the Plaintiff may enter judgment against him 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 he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgment, but he must, within that time, *issue a Summons* for a stay of execution, supported by an affidavit of his 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 acknowledging service, a writ served on the Defendant personally is treated as having been served on the day it was delivered to him.
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 his name.
5. Where the Defendant is sued as an individual **TRADING IN A NAME OTHER THAN HIS OWN**, the form must be completed by him with the addition in paragraph 1 of the description "trading as (.....)" after his 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.

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CAUSE NO: OF 2009

B E T W E E N:

VINNELL DORCAS FOSTER

Plaintiff

AND

- 1. SIMON EHURD REYNOLDS
- 2. PHIL KENRICK REYNOLDS

Defendants

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 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 he 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 he 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
[Defendant in person]

Address for service:

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

<p>APPLEBY Attorneys-at-Law 75 Fort Street PO Box 190 George Town Grand Cayman KY1-1104 CAYMAN ISLANDS</p> <p>Ref: NB/09476.003</p>
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Indorsement by defendant's Attorney (or by defendant if suing in person) of his name, address and reference, if any, in the box below.

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