

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 349 OF 1995

BETWEEN:

ALBERT JACKSON

PLAINTIFF

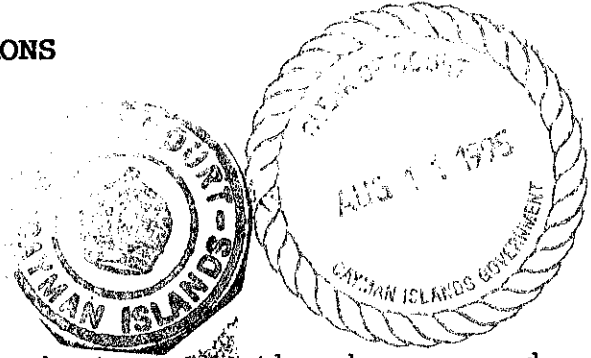
AND:

MICHAEL THOMAS EBANKS

DEFENDANT

WRIT OF SUMMONS

TO: Mr Michael Thomas Ebanks
PO Box 1365
George Town
Grand Cayman



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 495G, George Town, Grand Cayman, the accompanying Acknowledge 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 4th day of August 1995.

NOTE - This Writ may not be served later than 4 calendar months beginning with the date of issue unless renewed by order of the Court.

IMPORTANT

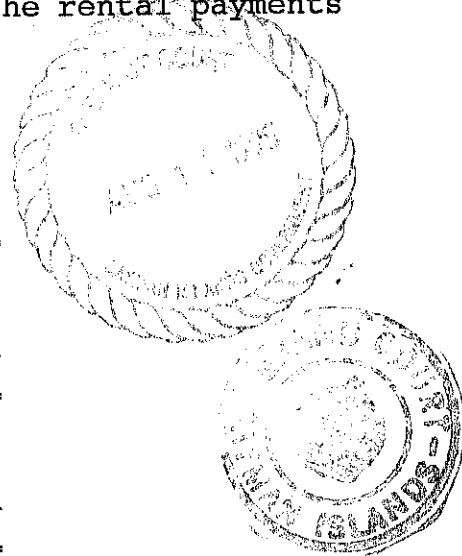
Directions for acknowledgement of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. In 1984 the Defendant commenced occupancy of a property belonging to the Plaintiff at Windsor Park, George Town, Grand Cayman, known as Block 14E, Parcel 213, George Town South ("the Property").
2. The Property is a 2 bedroomed house.
3. At the commencement of the Defendant's occupancy of the Property the Defendant agreed to pay to the Plaintiff rent of CI\$450 a month which was increased to CI\$500 a month and then to CI\$600 a month in or around 1989.
4. The Defendant ceased to occupy the Property in or around November 1993.
5. The Defendant is in arrears in respect of the rental payments as follows:-

1991	Total rent payable	CI\$7200
	Total rent received	<u>CI\$5600</u>
	Total arrears	<u>CI\$1600</u>
1992	Total rent payable	CI\$7200
	Total rent received	<u>CI\$4250</u>
	Total arrears	<u>CI\$2950</u>
1993/94	Total rent payable	CI\$6600
	Total rent received	<u>CI\$4700</u>
	Total arrears	<u>CI\$1900</u>

6. The total arrears now due and payable amount to CI\$5450.
7. Further and in breach of the express and or implied terms of the Defendant's occupancy of the Property the Defendant caused excessive damage to the Property and its contents above and beyond normal wear and tear.



8. As a result of the Defendant's aforesaid actions the Plaintiff has suffered loss and damage in the total sum of CI\$4,550.00.

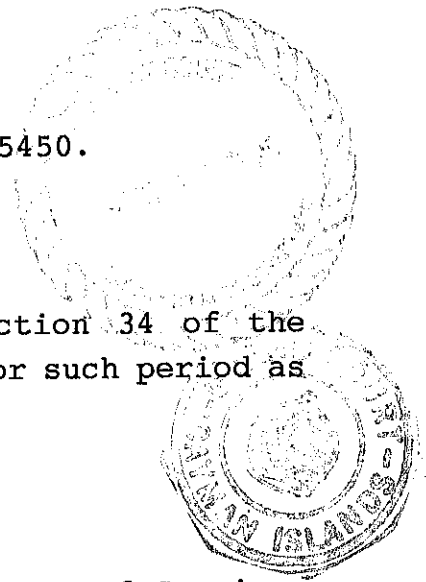
PARTICULARS OF DAMAGE

The Plaintiff seeks a contribution from the Defendant in respect of the following matters:-

	<u>Contribution</u>
Replacement cost of: 2 bedroom sets	CI\$ 900
1 living room set	CI\$ 250
4 dining chairs	CI\$ 80
Bedroom carpets	CI\$ 420
Cost and Repair and replacement of kitchen cabinets	CI\$ 800
Damage to inside wall	CI\$ 400
Damage to outside wall	<u>CI\$1000</u>
TOTAL	<u>CI\$4550</u>

AND THE PLAINTIFF claims:

1. Under paragraph 6 hereof rent arrears of CI\$5450.
2. Under paragraph 8 hereof the sum of CI\$4550.
3. Interest on the above sums pursuant to Section 34 of the Judicature Law at the rate of 8%% per annum for such period as shall be deemed just.
4. Costs.



If, within the time for returning the Acknowledgement of Service, the Defendant pays the total amount claimed of CI\$10,000 (and the sum of CI\$350 for costs) further proceedings will be stayed. The money must be paid to the Plaintiff or his Attorney.]

C.S. Gill & Co
C.S. GILL & CO

THIS WRIT was issued by C.S. Gill & Co, Attorneys-at-Law, whose address for service is 4th floor, Genesis Building, PO Box 945, George Town, Grand Cayman, BWI. 950706F.SAR