

Writ of Summons

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: G 0193 OF 2013

BETWEEN: DARLENE SERYMOUR-EBANKS PLAINTIFF

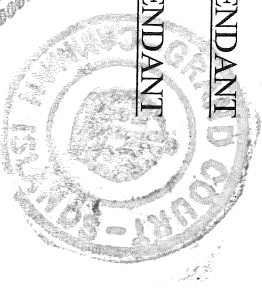
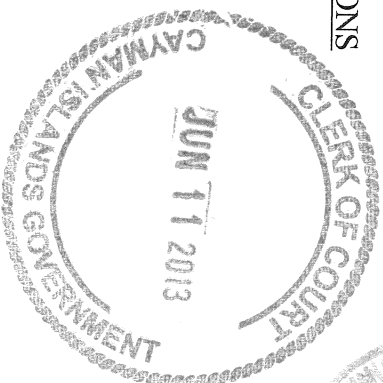
AND: TEDRICK JAMISON GREEN FIRST DEFENDANT

VIRGIL SEYMOUR SECOND DEFENDANT

WRIT OF SUMMONS

TO: THE DEFENDANTS:

Tedrick Green / Virgil Seymour
c/o WaideDacosta
4th Floor, Thompson Building
George Town, 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 day of June 2013.

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.

STATEMENT OF CLAIM

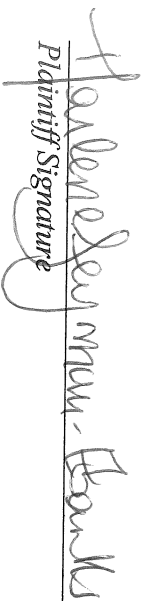
1. The Plaintiff is a resident of the Cayman Islands and the aunt of the Defendant.
2. The First Defendant is a resident of the Cayman Islands and the Nephew of the Plaintiff.
3. The Second defendant is a resident of the Cayman Islands and the Brother of the Plaintiff.
4. In or around August and or/ September 2008, by verbal agreement (which is evidenced by subsequent email messages attached hereto as Exhibit 1) as between the Plaintiff and the Defendant, the Defendant agreed to hold funds on Fixed Deposit for benefit of the Plaintiff, in his personal bank account ("The Agreement").
5. Subsequently, the Plaintiff provided the Defendant with funds to be held on Fix Deposit at the Defendant's bank account for an unspecified period of time, which a total of amount of approximately CI\$55,000.00 (" the Fund") is currently outstanding.
6. It was an implied term of the Agreement that the Funds would be returned to the Plaintiff in full at her request.
7. The Agreement also included an implied term prohibiting the Defendant from utilizing any portion of the Fund for personal use and/or distributing and portion of the Funds to unauthorised third parties.
8. In 2009, the Defendant utilised a portion of the Funds to secure his personal purchase of a property without the prior knowledge or consent of the Plaintiff in breach of the term set out in Paragraph (4) above.
9. Further. In or around January 2008, the Defendant made several distributions (amongst other dates) to the Second Defendant, without the Plaintiff's prior notice or authorisation to do so (Distributions'), in breach of the term set out in paragraph () above. The Plaintiff later learned that some of the above Distributions, particularly those to Second Defendant, were treated as personal loans from the first Defendant. The Second Defendant has failed, neglected or refused to repay such loans.
10. In or around January 2008, the plaintiff personally made several request to the First Defendant for Funds to be returned to her. On her notification of the Distributions, the Plaintiff also made demand for repayment of the same from the Second Defendant.

11. As a result of the Defendant's failure to return the funds to the Plaintiff after repeated personal demands, the Plaintiff instructed Brooks and Brooks Attorney ("B&B") to take steps to recover the Funds.
12. B&B issued a formal letter of demands ("Demand") on 1st May 2009 to the Defendant allowing seven (7) days in which to return the funds. The plaintiff relies on the content of the demand for its full terms and legal effect.
13. In response to the Demand, the Defendant acknowledged his agreement to hold the Fixed Deposit Funds on account for the Plaintiff in email correspondence between himself and B&B, ("Mark as exhibit 2") but sought to reduce the full amount of Funds by amount distributed to third party as outlined in paragraph (9) above.
14. Further, the Defendant has expressly admitted to deliberately withholding a portion of the Funds in his possession that he is fully aware is due and owing to the Plaintiff.
15. Despite such acknowledgment and admission by the Defendant outlined in the paragraphs 10 and 11 above, the Defendant refused, failed or neglected to comply with the demand Consequently, B&B commenced proceeding in Summary Court to recover the Fund on the basis of the defendant's admission of liability and promise to repay the funds (Fixed Deposit Balance') currently in his possession after the Distributions.
16. However, the Defendant subsequently refused to return to the Plaintiff the Fixed Deposit Balance which he previously admitted belongs to the Plaintiff and which would have reduced the Plaintiff's claim to an amount recoverable in summary Court.
17. As such, the Summary Court claim had to be discontinued as claim in the amount of the Funds was unable to be heard by the Summary Court.
18. The Plaintiff subsequently instructed Cambells Attorneys-at-Law to issue fresh proceedings in the Grand Court to recover the full amount of the Funds thereafter instructing a Debt collection Company Cayman Islands Advisory and Supportive Services for Full and effective recovery, in which all evidence will be adduced as evidence in due course/Trial against the Defendants.

AND THE PLAINTIFF claims:

1. 1. The sum of CI\$55,000.00
2. Interest Pursuant to the Judicature Law (1995 Revision), at a rate of 2 3/8% from 2009 until date of issue in the amount of CI\$7,837.50 calculated at the prescribed and continuing at a daily rate of CI\$42.13 thereafter.
3. Fixed cost of CI\$300.00 + CI\$150.00 process duty fee, alternatively cost to be assessed.
4. Further and / or other relief that the Honorable Court deems fit.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of CI\$55,000.00 (including interest and costs) further proceedings will be stayed. The money must be paid to the Plaintiff Debt Collectors, Cayman Islands Advisory and Supportive Services at (345) 321-5176.



Plaintiff Signature

THIS WRIT was issued by the *Plaintiff Mackenzie Friend* whose address for service is of the Plaintiff at Marina Drive, Prospect, Grand Cayman.

PARTICULARS OF DEFENCE

(Here set out in numbered paragraphs the grounds upon which the Defendant says that he is not liable to the Plaintiff, or is not liable for the full amount claimed)

Defendant's Signature

REMINDER- This form must be taken or send to the Court Office, PO Box 495GT
George Town, Grand Cayman within 14 days of receipt otherwise
a default judgment may be entered against you.