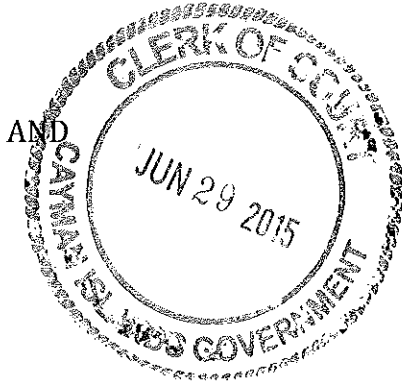


IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION

G0109
CAUSE NO. OF 2015

BETWEEN:

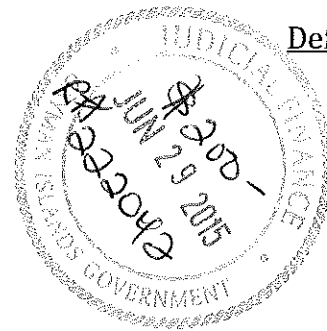


DANNY TYRONE MANDERSON



Plaintiff

BIBI ALADIN
AKA BIBI NAIMOON GITTENS



Defendant

WRIT OF SUMMONS

TO: Ms. Bibi Aladin
Aka Bibi Naimoon Gittens
c/o Duty Free Store #26
Airport
Phone: 945-1029

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 28 days after the service of the Writ on you, counting the day of service, you must either satisfy the claim of return to the Court Office, P.O. Box 495, George Town, Grand Cayman, 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 judgement may be entered against you forthwith without further notice.

Issued this 26th day of June 2015.

NOTE: - This Writ may not be served later than 4 calendar months (or, if leave is require to effect service out of the jurisdiction, 6 months) beginning with the date of issue renewed by order of the Court.

IMPORTANT

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

STATEMENT OF CLAIM

1. The Plaintiff met the Defendant around 2001. After some time passed they became partners and had a child namely LEAH SELENA MANDERSON who was born on 24th August 2004.
2. In March 2008 the parties obtained a loan from First Caribbean International Bank (Cayman) Limited ("the Bank") jointly in the amount of CI\$35,000.00 and purchased raw land. A copy of a screen print from the Bank showing the initial loan amount, the loan amount outstanding as at 19th May 2015 and the monthly required payments is attached.
3. The raw land that the parties purchased is registered on the Cayman Islands land register as Registration Section 56C Parcel 42 ("the Property"). The Property is registered as Tenants in Common with ½ share in the name of the Plaintiff and ½ share in the name of the Defendant. A copy of the land register is attached.
4. That the relationship between the parties deteriorated and they parted ways in or around 2008.
5. That parties entered a verbal agreement where the Defendant agreed to continue making monthly payments towards the loan, to obtain financing and take over the loan and the Plaintiff would transfer his ½ share to the Defendant without any claim to the Property after she had taken over the loan in her name.
6. The Plaintiff continue to provide maintenance for his child. The Plaintiff have access to her regularly.
7. The Plaintiff got married on 5th August 2010.
8. The Plaintiff is now trying to obtain a mortgage with his wife so he can build a home but he is not able to qualify for the mortgage with this existing land loan.
9. Approximately 2 months ago the Plaintiff explained to the Defendant that he needed his name to be taken off of the loan so that he could qualify for a mortgage to build a new home and the Defendant agreed.
10. The raw land is just sitting there not generating any income. It does not have a dwelling house on it. The Defendant does not have to rely on that property for home and shelter. There in no building on the land.
11. The Defendant prepared an application for the Bank to refinance the loan in her sole name but on the 19th May 2015, the Defendant sent me a Whatsapp message saying that she was going to drop the paperwork to the Bank but she had changed her mind and she was not going to remove my name from the land and that I would have to find another way to get my loan for a house. The Defendant added and I believe sarcastically that she was "sorry it had to be this way" and wished me "good luck" as I "will need it". A copy of this message is hereto attached.

12. The Plaintiff believes that the Defendant understands his financial position that he will not be able to obtain a home if I have this land loan outstanding. The Plaintiff further believes that the Defendant is being malicious.
13. The Plaintiff further believes that the Defendant knows that it is very difficult for anyone to sell ½ share in a property and is using this to delay him acquiring a house with his wife.
14. The Plaintiff is 55 years old and not a man of much means. At this age of 55 is when the Plaintiff is just getting around now to try to build his own house. The Bank has given the Plaintiff limited time to get this loan out of his name before they can approve the loan for him to build my house.
15. The Plaintiff admits that he made a genuine mistake in entering in this financial arrangement only with the intention to helping the Defendant as she had a child for him but he cannot be held prisoner to the Defendant.
16. There can be no reasonable reason to prevent to Defendant from taking over the loan on the premise that the Plaintiff will transfer his ½ share to her.

AND THE PLAINTIFFS claims:

17. That the Defendant execute a listing Agreement to sell the Property;
18. The Defendant agrees a reasonable sale price;
19. Subsequent to the sale of the Property, the Bank and sale expenses be paid and the remainder be transferred to the Defendant;
20. Costs; and
21. Further or other relief as the Court deems fit.

If within the time for returning the Acknowledgment of Service, the Defendant undertakes to vacate the Property further proceedings will be stayed.



Sonia Bush & Associates Law Firm
Attorneys for the Plaintiff

19-05-2015
14:17:55

Loan Enquiry
Basic Note Data

Next display: 02 50-705-1
W9140DD576

Note nbr: 10310754 - 00
Short name: GITTENS BIBI N

Currency: 000
Short name: KYD

2

-----Balance Data-----

-----Customer Data-----

Note amount: 35,000.00
Balance : 22,863.38
LCYE: .00
Interest due: 59.19
Payoff: 22,922.57
Penalty amt: .00
Available: .00

BIBI NAIMOON GITTENS
AND DANNY TYRONE MANDERSON
P.O. BOX 1121 GT
GRAND CAYMAN KY1-1101

Contact:

-----Interest Data-----

Interest rate: I+ 3.5000 6.7500
Per diem: 4.22815
Int paid YTD: 666.26

Title: Officer: 137
Home phone: 949-7477
Bus phone:

-----Dates-----

Note dt: 28-03-08 Matures: 31-03-23
Renewed: 00-00-00 Activity: 26-05-10

-----Credit Data-----

Times past due: CY1: 2 CY2: 2
CY3: CY4: CY5: CY6:
Last principal reduction: 5-05-15
Pmts past due: .00
Oldest payment date: 31-05-15
Pri collateral: REAL EST-DMD MTG-V
Int paid-to date: 5-05-15

-----Next Payment Data-----

Next payment date: 31-05-15
Payment amt: 310.98
Interest amt: 109.93

F3=Exit F13=Enquiry

F21=Last payoff quote

Lisa Aladin

last seen today at 12:39AM



You can stop by and get her. She is finished now.

8:05PM ✓

Leah is looking out for you. The child is tired and want to go to bed.

9:55PM ✓

MAY 19, 2015

Danny I was going to drop the paper work to the bank but I change my mine I am not going to remove your name on the land so you will find another way to get your loan sorry it has to be this way good luck you will need it and I will pick Leah up from school tuesday and wednesday and you will pick Leah up for the rest of the week

9:18AM

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICES
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 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 "Statements of Claim" appear on the top of page 2) the Defence must be served within 28 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgement is served on the Defendant.

If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 28 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 judgement 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 is 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 28 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 (.....)" his name.
6. Where the Defendant is a LIMITED COMPANY the form must be completed by an Attorney or by someone authorized 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.

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

Sonia Bush & Associates Law Firm
Attorneys-at-Law
Grand Pavilion Commercial Center,
802 West Bay Road,
P.O. Box 11139
Grand Cayman, KY1-1008
Cayman Islands.

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