

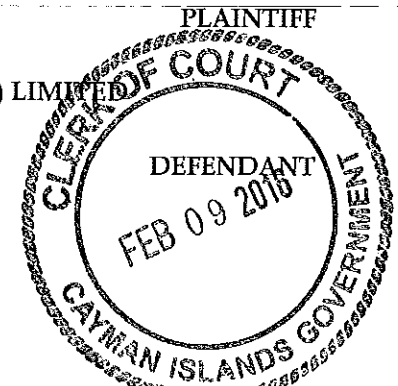
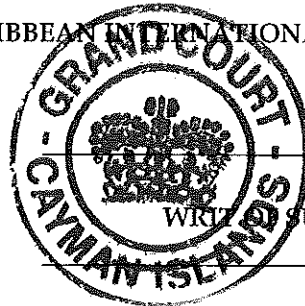
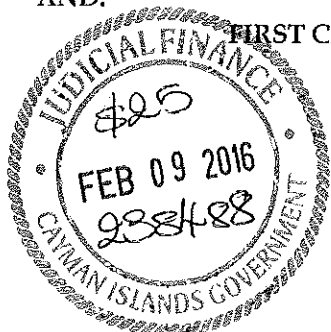
IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: OF 2016
0022

BETWEEN:

THE PROPRIETORS OF STRATA PLAN No.159

AND:



FIRST CARIBBEAN INTERNATIONAL BANK (CAYMAN) LIMITED

TO: FIRST CARIBBEAN INTERNATIONAL BANK (CAYMAN) LIMITED of P.O Box 68, George Town, Cayman Islands

THIS WRIT OF SUMMONS has been issued against you by the above named Plaintiff, of P.O Box 871, KY1-1103, Grand Cayman, Cayman Islands in respect of the claims set out on the next page.

Within 14 days after service of this Writ on you counting the day of service, you must either satisfy the claim or return to the Courts Office, P.O. Box 495, George Town, 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 any intention to contest the proceedings, the Plaintiffs may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 9th day of February 2016.

NOTE this Writ may not be served later than 4 calendar months beginning with the date of original issuance unless renewed by order of the Court

IMPORTANT

Directions for the Acknowledgement of service are given with the accompanying form

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: OF 2016

BETWEEN:

THE PROPRIETORS OF STRATA PLAN No.159

PLAINTIFF

AND:

FIRST CARIBBEAN INTERNATIONAL BANK (CAYMAN) LIMITED

DEFENDANT

STATEMENT OF CLAIM

1. The Plaintiffs are the registered owners of the properties comprised in Strata Plan No. 159, situate at Registration Section George Town West, Block 20D, Parcel 408 and more commonly known as Silver Oaks, George Town, Grand Cayman ("the Silver Oaks Strata").
2. At all material times the Defendant was a bank carrying on business in the Cayman Islands which held a Charge over a property registered as George Town East Block 20D Parcel 408H46 and more commonly known as Apartment 18, Silver Oaks (the "Property").
3. On or around 30 June 2015, an Agreement for Purchase and Sale of the Property, was made between the Defendant, as vendor (being a Chargee exercising a power of sale) and Ms. Cira Bush, as purchaser ("the Agreement").
4. It was an express term of the Agreement that:-

"8. Adjustments

All adjustments for the Property including but not limited to maintenance fees.....shall be made as at Completion and apportioned on a daily basis between the Vendor and the Purchaser. For the avoidance of doubt, the Vendor is responsible for the day of completion...."

5. Prior to the completion of the sale, the Defendant through its agent, requested that the managers of the Silver Oaks Strata, provide a certificate in accordance with Section 6(4) of the Strata Titles Registration Law (2013 Revision) ("the Law").
6. In response, a certificate and accompanying owner statement, dated 17 August 2015 ("the Certificate"), were provided by the managers of the Silver Oaks Strata to the Defendant, through its agent, however as the result of a clerical mistake, the Certificate provided details of the outstanding contributions of the proprietors of another of the properties within the Silver Oaks Strata.
7. Unaware of the mistake in the Certificate, its contents were relied upon by the Defendant, in apportioning the adjustments at completion on 20 August 2015, with the result that the Defendant, in error, was overpaid by Ms Bush, the sum of CI\$14,889.89.
8. The said CI\$ 14,899.89 ought properly to have been paid and apportioned to the Silver Oaks Strata.
9. Ms Bush and the Silver Oaks Strata discovered the mistake on or around 24 August 2015 and informed the Defendant, through its managers, that day by telephone and by email.
10. Moreover, by a letter dated 1 October 2015, sent through its attorneys, the Silver Oaks Strata demanded payment of the money paid in error, but the Defendant has neglected to repay the sum of CI\$ 14,899.89 or any part thereof.
11. By reason of the above facts and matters, the Plaintiff claims the sum of CI\$ 14,899.89 from the Defendant as money had and received by the Defendant under a mistake of fact.

THE PLAINTIFF THEREFORE CLAIMS:

- (a) The sum of CI\$ 14,899.89;
- (b) Further or alternatively, equitable compensation and/or damages;
- (c) Pre-Judgment interest upon the sums as set out at paragraph (a) above with effect from 20 August 2015 at the rate of $2\frac{3}{8}$ % per annum (US\$ 0.97 per diem) and standing at US\$ 167.72 as at

the date of issue of the Statement of Claim and/or such other rate then prevailing and/or interest to be determined by the Court in accordance with s.34 of the Judicature Law (2007 Revision) and the Judgment Debts (Rates of Interest) Rules 2012 as amended from time to time;

(d) Post-Judgment interest in respect of any sums awarded as set out in paragraphs (a) and (b) above with effect from the date of service of Judgment at the rate of $2\frac{3}{8}$ % per annum and/or such other rate then prevailing and/or determined by the Court in accordance with s.34 of the Judicature Law (2007 Revision) and the Judgment Debts (Rates of Interest) Rules 2012, as amended from time to time;

(e) Costs; and

(f) Such further and other relief as to this Honourable may seem just.

DATED at Grand Cayman this 9th day of February 2016

Nelson & Co

Nelson & Co.

Attorneys for the Plaintiff

TO: The Clerk of the Grand Court

AND TO: The Defendant

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of CI\$ 14,899.89 together with costs and interest further proceedings will be stayed. The money must be paid to the Plaintiff or his Attorney.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: OF 2016

BETWEEN:

THE PROPRIETORS OF STRATA PLAN No.159

PLAINTIFF

AND:

FIRST CARIBBEAN INTERNATIONAL BANK (CAYMAN) LIMITED

DEFENDANT

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 intend 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 the Defendant

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 communications 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.

Nelson & Company
Attorneys at Law
PO Box 2075
31 The Strand
46 Canal Point Drive
Grand Cayman KY1-1105
Attn: S Barrie / C Flanagan

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

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 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 495, 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 "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

Notes for Guidance

1. Each Defendant (if there are 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 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.