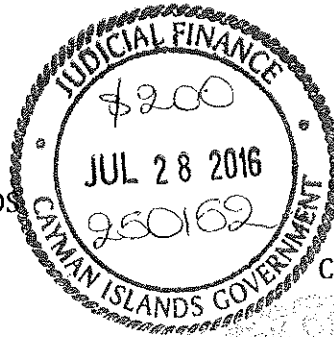
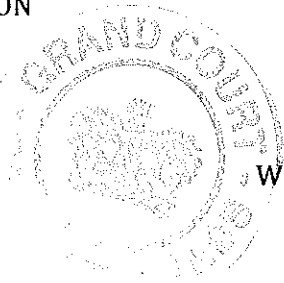


IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION



CAUSE NO. 11/2 OF 2016

BETWEEN:



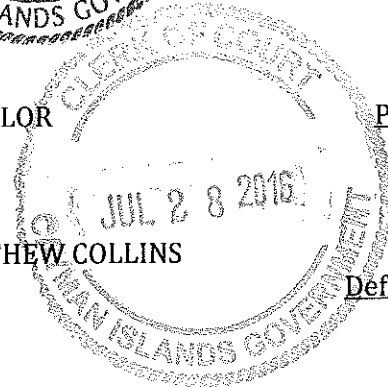
WILLESLEY ANTHONY LALOR

Plaintiff

AND:

MARLON RALSTON MATTHEW COLLINS

Defendant



WRIT OF SUMMONS

TO: Mr. Marlon Collins
Party Lane,
Prospect,
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 28 days after the service of the Writ on you, counting the day of service, you must either satisfy the claim or 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 28 day of July 2016.

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 renewed by order of the Court.

IMPORTANT

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

STATEMENT OF CLAIM

1. The Plaintiff and the Defendant enter into an agreement on 18th July 2007 ("the Sale Agreement"). A copy is attached hereto.
2. In accordance with the Sale Agreement, the Plaintiff agreed to sell a triplex property registered on the Cayman Islands land register as Registration Section Spotts Block 25B Parcel 204 ("the Property") and the Defendant agreed to pay to the Plaintiff CI\$545,000.00 for the said Property.
3. In accordance with the said Sale Agreement the Plaintiff agreed to accept a payment of CI\$468,000.00 from the Defendant and the Defendant agreed to pay the remaining balance of CI\$77,000.00 on or before 31st August 2007.
4. In accordance with the said Sale Agreement, the Defendant further agreed to repay to the Plaintiff on or before 31st August 2007 a total of CI\$87,000.00 ("the Debt"). This figure represents CI\$77,000.00 of the remaining outstanding payment amount on the sale of the Property and CI\$10,000.00 which the Defendant borrowed from the Plaintiff.
5. Despite the Plaintiff's efforts to collect payment, the Defendant failed to pay the Debt on or before 31st August 2007.
6. The Plaintiff resided at the Property since the date of the Sale Agreement being 18th July 2007 for nine months. There was a verbal rental agreement between the Plaintiff and the Defendant that the Plaintiff would continue to reside on the Property and pay CI\$1,200.00 per month for rent.
7. The Defendant has been residing at the Property since 31st August 2007 until the Defendant changed the lock on the Plaintiff doors and called the police to have the Plaintiff removed. The Plaintiff vacated the Property in or around May 2008. The Plaintiff resided at the property for 9 months.
8. In or around June 2008, the Plaintiff retained counsel to seek to recover the Debt from the Defendant. The Defendant retained his counsel being Stuarts who wrote a letter to the Defendant on 23rd June 2008. The letter states that the Defendant "acknowledges a balance of CI\$82,000.00 is now due and owing" to the Plaintiff. It also mention a nine month rent that the Plaintiff owes the Defendant at CI\$1,800.00 per month reaching a total of CI\$16,200.00. A deduction was proposed and a calculation of the balance on the debt was CI\$65,800.00. The letter also states that the Defendant "has no problem in paying interest on the amount of CI\$65,800.00 at the current bank rates" A copy this letter is hereto attached.

9. In or around June 2008, the Plaintiff telephoned the Defendant with a view to discuss the new and unknown rental charges. The Plaintiff made it clear that the area in which he resided could not generate a rent of CI\$1,800.00 per month and he would not reside there if such charges were disclosed to him initially.

10. The Plaintiff reminded the Defendant of their agreement for CI\$1,200.00 per month which would amount to CI\$10,800.00 for 9 months. The Plaintiff then proposed to the Defendant to and to do a set off between the balance the Defendant owed the Plaintiff and the rent incurred for CI\$10,800.00. The Defendant did not agree at that point.

11. The Defendant made small payments at intervals to the Plaintiff and the last payment the Defendant made to the Plaintiff was CI\$500.00 in January 2016.

12. The Plaintiff has made numerous attempts to collect the Debt from the Defendant but despite these efforts the Defendant has failed to settle the debt.

13. On 20th June 2016, the Plaintiff discovered that the Defendant may have sold or cause a charge to be placed against 1 of the apartments being Block 25B Parcel 204 H1. The Plaintiff further believe that recently the Defendant has also sold or cause a charge to be placed against a second apartment being Block 25B Parcel 204 H2. Copies of the land register showing the transfer or charges are attached hereto.

14. The Defendant has breached the Sale Agreement.

15. As at 16th July 2016, the Defendant made payment totalling the amount of CI\$4,000.00 to the Plaintiff.

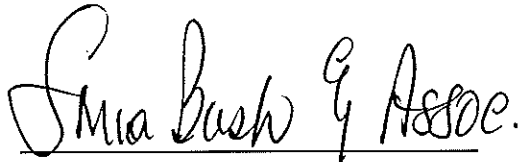
16. As at 16th July 2016, the Defendant owes the Plaintiff CI\$72,200.00. This figure is calculated as the following:

Total amount owed	87,000.00
Payments from Defendant	(4,000.00)
	83,000.00
Rent for 9 months at 1200 per month	10,800.00
Total owed to Plaintiff	72,200.00

AND THE PLAINTIFFS claims:

1. The Defendants pays immediately CI\$72,200.00 to the Plaintiff; and
2. Interest in accordance with Section 34 of the Judicature Law (2007 Revision) from 31st January 2016; and
3. Costs; and
4. Further or other relief as the Court deems fit.

If within the time for returning the Acknowledgment of Service, the Defendant undertakes to pay the full debt, interest and legal cost further proceedings will be stayed.



Sonia Bush & Associates Law Firm
Attorneys for the Plaintiff

This Writ is filed by Sonia Bush & Associates, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service and correspondence is Grand Pavilion Commercial Center, 802 West Bay Road, P.O. Box 11139, Grand Cayman, KY1-1008 Cayman Islands.

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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION

CAUSE NO. OF 2016

BETWEEN: WILLESLEY ANTHONY LALOR Plaintiff

AND: MARLON COLLINS 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 Delay may result in judgment being entered
directions and notes for guidance carefully against a Defendant whereby he may have
before completing this form. If any to pay the costs of applying to set it aside.
information required is omitted or given
wrongly, THIS FORM MAY HAVE TO BE
RETURNED.

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 this Writ is acknowledged accordingly

(Signed) _____
Defendant/Attorney for the Defendant

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 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.

AGREEMENT

This Agreement is made this 18th of July 2007

BETWEEN

WILLESLEY ANTHONY LALOR, of legal age and a resident of 73 Bamboo Street, Prospect, Grand Cayman, hereinafter referred to as the "Owner/Seller".

AND

MARLON COLLINS, of legal age and a resident of Grand Cayman, hereinafter referred to as the "Buyer".

WHEREAS, that the Owner/Seller is the owner of a residential property situated at Party Lane, Marina Drive Block 25B Parcel 204 Grand Cayman.

WHEREAS, that the Buyer is desirous in buying the said property situated at the address mentioned in consideration of the sum of **Five Hundred Forty Five Thousand Cayman Dollars (CIS\$45,000.00)**.

WHEREAS, that the Buyer has made an initial payment of **Four Hundred Sixty Eight Thousand Cayman Dollars (CIS\$468,000.00)**.

NOW THEREFORE, it is agreed upon that the Buyer will pay the remaining balance of **Seventy Seven Thousand Cayman Dollars (CIS\$77,000.00)** in addition to the amount of **Ten Thousand Cayman Dollars (CIS\$10,000.00)** loaned by the Seller to the Buyer to make the total amount payable to **EIGHTY SEVEN THOUSAND CAYMAN DOLLARS (CIS \$87,000.00)** on or before the **31st of August 2007**.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this agreement on the date stated above.


WILLESLEY ANTHONY LALOR
Owner/Seller

I certify that said Willesley Anthony LALOR. APPEARED before me 27/7/07


HARTMANN M. DeCOSTA, J.P.
Justice Of The Peace


MARLON COLLINS
Buyer

I CERTIFY THAT SAID MARLON COLLINS APPEARED BEFORE ME IDENTIFIED BY DRIVERS LICENSE

#286592
27-7-07
HARTMANN M. DeCOSTA, J.P.
Justice Of The Peace

**CAYMAN ISLANDS
LAND REGISTER**

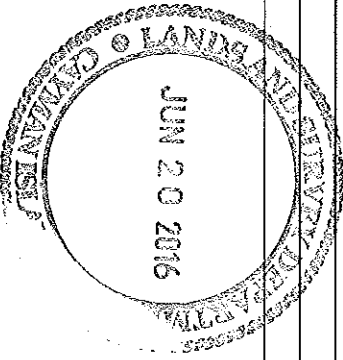
Edition 3
Opened 06 JUN 2013

A - PROPERTY SECTION

CROMANPRIVATE		APPURTENANCES			
Nature of title ABSOLUTE/PROVISIONAL		The benefits as listed in the By-Laws and any amendments thereof. AK			
Origin of title FIRST REGISTRATION MUTATION No		<table border="1"> <tr> <td>No. 25B 204H1</td> </tr> <tr> <td>Registration Section SPOTTS Block and Parcel No. 25B 204H1 Name of Parcel Alaska Villas, Apt. 1 Approx. area 0.0676 Acre</td> </tr> </table>		No. 25B 204H1	Registration Section SPOTTS Block and Parcel No. 25B 204H1 Name of Parcel Alaska Villas, Apt. 1 Approx. area 0.0676 Acre
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S.P. NO. 718					

B - PROPRIETORSHIP SECTION

ENTRY No.	DATE	INSTRUMENT No.	NAME AND ADDRESS OF PROPRIETOR(S)	SIGNATURE OF REGISTRAR
1	05/10/12	9030/12	<p>Note: Not to transfer without consent of Chargee (RLL Sec. 68) AK</p> <p>MARLON RALSTON MATTHEW COLLINS, P.O. Box 11796, Grand Cayman KY1-1009, Cayman Islands.</p> <p>Restriction: No disposition without contemporaneous transfer of parcel 204H3 AK</p>	A Kirchner
2	03/06/13	4379/13	<p>Note: Stay of Registration, Proposed: Transfer of Land (Hanson Phillip Ebanks and Hilda Merary Ebanks), Charge (Scotiabank & Trust (Cayman) Ltd). Expires: 14-June-2013.</p>	A Singh



**CAYMAN ISLANDS
LAND REGISTER**

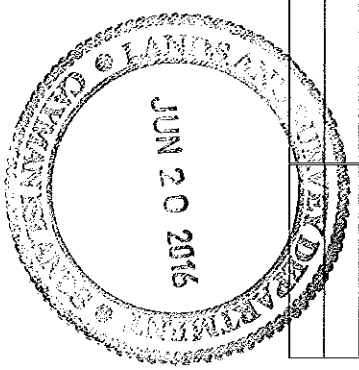
Edition 3
Opened 06 JUN 2013

A - PROPERTY SECTION

CROWN/PRIVATE		APPURTENANCES						
Nature of title ABSOLUTE/PROVISIONAL		The benefits as listed in the By-Laws and any amendments thereof. AK						
Origin of title FIRST REGISTRATION MUTATION No		<table border="1"> <tr> <td>No. 25B 204H3</td> </tr> <tr> <td>Registration Section SPOTTS</td> </tr> <tr> <td>Block and Parcel No. 25B 204H3</td> </tr> <tr> <td>Name of Parcel Alaska Villas, Apt. 1P (NIL) AK</td> </tr> <tr> <td>Approx. area 0.0219 Acre</td> </tr> </table>		No. 25B 204H3	Registration Section SPOTTS	Block and Parcel No. 25B 204H3	Name of Parcel Alaska Villas, Apt. 1P (NIL) AK	Approx. area 0.0219 Acre
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Approx. area 0.0219 Acre								
S.P. NO. 718								

B - PROPRIETORSHIP SECTION

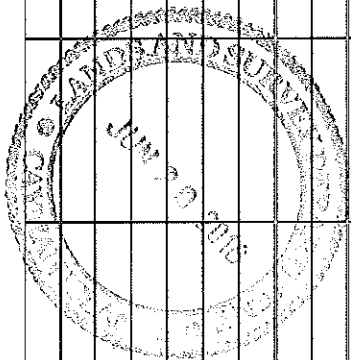
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2	03/06/13	4380/13	<p>Note: Stay of Registration, Proposed: Transfer of Land (Hanson Phillip Ebanks and Hilda Merary Ebanks), Charge (Scotiabank & Trust (Cayman) Ltd). Expires: 14-June-2013.</p>	A Singh



C - INCUMBRANCES SECTION

25B 204H3

ENTRY No.	DATE	INSTRUMENT No.	NATURE OF INCUMBRANCE	FURTHER PARTICULARS	SIGNATURE OF REGISTRAR
1	22/04/08	9708/07	Charge	Principal Sum: C\$468,000.00. For Interest Rate: See filed Schedule. Repayable on Demand. (Charge spread over 25B 204H1 - 204H4)	A Kirchner
				Note: Charge has the right to tack & consolidate (RLL Secs. 81 & 82)	
2	22/04/08	9708/07	Proprietors	Proprietors: ROYAL BANK OF CANADA, P.O. Box 245, Grand Cayman KY1-1104 Cayman Islands	A Kirchner
3	09/11/12	S.P. NO. 718	Rest. Agmts	Subject to the Restrictive Agreements as listed in the By-Laws and any amendments thereof	A Kirchner



23 June 2008

Murray A. Harris
Trueman Bodden & Company
P.O. Box 866
Anderson Square Building
Sheddon Road
George Town
Grand Cayman KY1-1103
Cayman Islands

Truman Bodden & Co.
RECEIVED 25/6/2008
TIME 11.15

Dear Mr. Harris

Without Prejudice

Agreement for Purchase and Sale of Party Lane, Marina Drive, Spotts, Block 25B, Parcel 204, Grand Cayman

We act for Marlon Collins in this matter.

Our client acknowledges a balance of CI\$82,000 is now due and owing to your client (see attached letter from your client to our client dated 12 June 2008).

Our client is in receipt of funds courtesy of a bank loan to pay this amount to your client subject to successful completion of land registry charge documents which are awaiting a signature by our client's wife. The delay is due to the fact that the wife's signature has to be witnessed at the foreign & commonwealth office in the US where she resides.

However, there is the matter of nine months rent of the above mentioned premises at CI\$1,800 per month (CI\$16,200) which is owed by your client to our client as per a separate agreement between the parties.

This amount needs to be deducted from the above total of CI\$82,000 leaving a balance owing of CI\$65,800 owing to your client. Our client anticipates having access to these funds shortly.

My client has no problem in paying interest on the outstanding amount of CI\$65,800 at current bank rates.

As can be seen by the attached letter from your client your client is threatening certain actions at the end of this month such as confiscating furniture and chattels at a cost well below that which was contracted for in the property purchase agreement, (see schedule of inventory attached to purchase agreement).

We would be grateful if you would advise your client from taking any such source of action since there would be severe legal and criminal consequences.

We look forward to hearing from you at your earliest convenience.

Please direct your response to the attention of our Irvin Banks, senior associate attorney.

Yours sincerely


STUARTS WALKER HERSANT