

LEGAL AID

IN THE GRAND COURT OF THE CAYMAN ISLAND

CAUSE NO. 87 of 1998

BETWEEN: ALICIA SOLOMON PLAINTIFF
AND; NORMAN POWELL DEFENDANT



WRIT OF SUMMONS

TO; Norman Powell
c/o Port Authority
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, P O Box 495 G, George Town, Grand Cayman, 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 3rd day of February 1998

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

IMPORTANT

Directions for Acknowledgement of Service are given with the accompanying form

STATEMENT OF CLAIM

1 The Plaintiff is an individual who resides in the Cayman Islands and at the material time carried on an intimate relationship with the Defendant. The Plaintiff is also an employee of the Cayman National Bank and one of the registered proprietors of property known as Registration Section: Spotts Block 24E Parcel 507.

2 The Defendant is an individual who resides in the Cayman Islands and at the material time was carrying on an intimate relationship with the Plaintiff. The Defendant is also a registered proprietor of the property known as Registration Section: Spotts Block 24E Parcel 507 ("the property").

3 On or about 18th October, 1995 the Defendant received a letter from the Directors of a Development known as "Bonnie View Estates" regarding the property which at that time was known as plot # 7. The said letter purported to be a Final Notice and indicated that the Defendant had entered into a contract with Bonnie View Estates Ltd for the purchase of the said property which contract was for 5 years and indicated that monthly payments were to be made by the Defendant at an interest rate of 10% per annum. The said letter indicated that the monthly payments were 60 days in arrears making the amount payable as arrears CI\$2,137.61. The letter allowed the Defendant until 26th October, 1995 in which to pay of the amount of the arrears and indicated that if the amount was not paid by that date that the contract would be regarded as null and void. The Plaintiff will rely on the content of the said letter for its full terms and legal effect.

4 At the time of receipt of the said letter the Plaintiff and the Defendant were conducting an intimate relationship and had discussed purchasing a house together. The parties therefore discussed the matter and the Plaintiff decided to approach the Cayman National Bank, where she was an employee, to request that they finance the purchase by a personal loan to herself, and pay off the said Bonnie View Estates Limited. At the time the amount outstanding on the said property was CI\$14,530.77 (principal plus accrued interest). The total purchase price of the said property was CI\$21,000.00 so that at the time the Defendant had made total payments of approximately CI\$6,000.00.

5 On 1st December, 1995 the said loan facility was granted by Cayman National bank in the amount of CI\$14,530.00 plus CI\$6,469.00 which amount was to be used to pay off credit card bills which had been incurred by the parties. The said loan facility was placed in both the Plaintiff's and the Defendant's name but it was understood from the outset that if there were any defaults then the funds would be automatically deducted from the Plaintiff's salary. The parties then agreed between themselves that each of them would pay 1/2 of the monthly installment payments. The title to the said property was also placed in the joint names of the parties.

6 In addition the parties decided to borrow a further sum from the said bank which when consolidated with the previous loan amounted to CI\$106,000.00. This loan facility was granted on 8th December, 1995 and was obtained so as to construct a home on the said property. This consolidated loan was again placed in the joint names of the Plaintiff and the Defendant.

7 Although the Defendant did make a few payments on the said loan after a while he discontinued with his portion of the payments. This prompted the Bank, the Plaintiff's employers, to set up a direct debit facility from the Plaintiff's salary to pay for the said monthly installments. Since on or about May, 1996 the payments to the said loan have been paid by direct debits from the Plaintiff's salary. The monthly payments are now CI\$967.00.

8 In or about 9th October, 1995 the Plaintiff had made obtained a further loan from her employers on behalf of the Defendant to purchase a vehicle in the amount of CI\$5,000. 00. It was an expressed term of the verbal agreement between the parties that although the Plaintiff had obtained this loan, she had done so on behalf of the Defendant and that he would in fact pay the money back to the Plaintiff's employers. However once the vehicle had been bought, the Defendant placed the title in his own name and refused and/or neglected to make the monthly payments so that the bank commenced direct deductions from the Plaintiff's salary in order to cover this loan as well. The direct deductions by the Bank took place in relation to both loans almost simultaneously leaving the Plaintiff with very little funds from her salary for her and her family's living expenses.

7 On or about October, 1996 the Plaintiff decided that she could no longer pay off two loans so that she had the two loans consolidated. At present the outstanding balance on the consolidated loan is CI\$136,500.00, as at 21st November, 1997.

8 As a result of the non payment of the monthly installment payments by the Respondent his and the Plaintiffs relationship broke down and the Plaintiff requested that the Respondent move out of the home. An offer was made to pay him CI\$10,000.00 for his contribution to the said property. This offer he has refused and he continues to reside at the home without any contribution to the said mortgage or otherwise.

WHEREFORE THE PLAINTIFF PRAYS

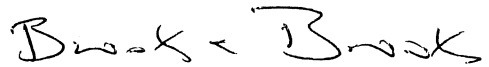
(a) That an evaluation be conducted to establish the amount of the Defendant's contribution to the said property and that upon payment of that evaluated amount by the Plaintiff to the Defendant that the Defendant immediately vacate the said property.

(b) That upon payment of the said evaluated amount that the Defendant transfers the title to the said property to the Plaintiff's name absolutely.

(c) Such further or other relief as this Honourable Court shall deem appropriate.

(d) Costs and Attorneys fees

Dated this 3rd day of February, 1998.



BROOKS & BROOKS

Attorneys At Law for the Plaintiff

THIS WRIT OF SUMMONS was filed by Brooks & Brooks Attorneys At Law for and on behalf of the Plaintiff herein whose address for service is that of her said Attorneys At Law 2nd Floor Harbour Centre, P O Box 1355GT GRAND CAYMAN

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. of 1998

BETWEEN: ALICIA SOLOMON PLAINTIFF
AND; NORMAN POWELL DEFENDANT

**ACKNOWLEDGEMENT 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 judgement 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 intends to contest the proceedings (Tick appropriate box)

Yes

No

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 judgement entered by the Plaintiff (Please tick box)

Yes

No

Service of Writ is acknowledged accordingly

Signed _____

Please complete oveleaf

(Attorney) for

(Defendant in Person)

Address for service:

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 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 the Plaintiff's Attorney (or by the plaintiff if suing in person) of his name, address and residence, if any in the box below

**Brooks & Brooks
Attorneys At Law
P O Box 1355 GT
GRAND CAYMAN**

(2nd Floor Harbour Centre)

Indorsement by the defendant's attorney (or by the defendant if suing in person) of his name, address and residence, if any in the box below