

IN THE GRAND COURT OF THE CAYMAN ISLANDS
HOLDEN AT GEORGE TOWN, GRAND CAYMAN
CIVIL JURISDICTION

CAUSE NO. 157 OF 1998

BETWEEN: EILEEN NERVIK

PLAINTIFF (1)

JASMIN MAIERHOFER

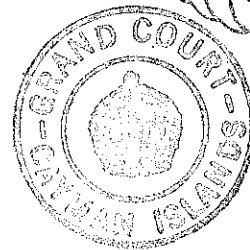
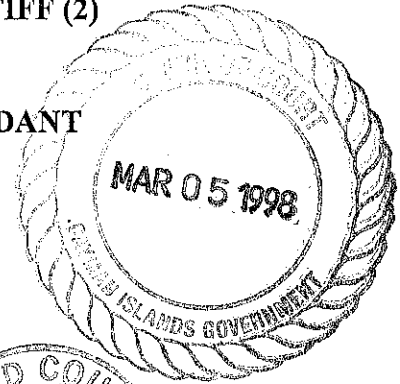
PLAINTIFF (2)

AND: CHRISTOPHER MOXAM

DEFENDANT

WRIT OF SUMMONS

**TO: Christopher Moxam
Moxam Road
Off Walkers Road
George Town
Grand Cayman**



THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiffs in respect of the claims set out on the next page.

We command you that 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 Court Office, P.O. Box 495, 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 Plaintiffs may proceed with the action and judgement may be entered against you forthwith without further notice.

Issued this 5th day of March, 1998.

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 inless renewed by order of the Court).

IMPORTANT

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

ENDORSEMENT

AND THE PLAINTIFF claims:-

1. The sum of CI\$1,790.00 from the Defendant as a result of replacement of the front door house lock and damages sustained by the 1st Plaintiff's 1985 Honda Civic motor car on or about the 24th December, 1997.
2. Damages for trespass.
3. An injunction restraining the Defendant from coming within 100 yards of the Plaintiffs' resident located at 114 Parkway Drive, West Bay Road, Grand Cayman.
4. An injunction restraining the Defendant from assaulting molesting or otherwise interfering with the Plaintiffs.
5. Interest pursuant to the judicature law.
6. Costs.

7. Such further and/or other relief as this Honourable Court deems fit and proper.

Dated this 5th day of March, 1998



NERVIK & COMPANY

ATTORNEYS-AT-LAW

for the Plaintiffs herein

TO: The Clerk of Courts

AND TO: The Defendant

Moxam Road

Off Walkers Road

George Town

Grand Cayman

THIS WRIT OF SUMMONS is filed by Nervik & Company, Attorneys-at-Law for the Plaintiffs herein whose address for service is that of their said Attorneys, Jack & Jill Building, Fort Street, George Town, Grand Cayman.

IN THE GRAND COURT OF THE CAYMAN ISLANDS
HOLDEN AT GEORGE TOWN, GRAND CAYMAN
CIVIL JURISDICTION

CAUSE NO. 157 OF 1998

BETWEEN: EILEEN NERVIK

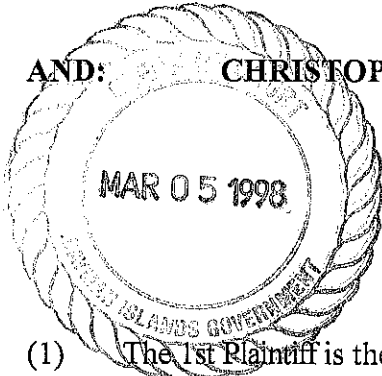
PLAINTIFF (1)

JASMIN MAIERHOFER

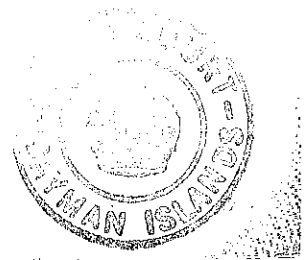
PLAINTIFF (2)

AND: CHRISTOPHER MOXAM

DEFENDANT



STATEMENT OF CLAIM



- (1) The 1st Plaintiff is the proprietor of a dwelling house located at 114 Parkway Drive, West Bay Road, Grand Cayman. The 2nd Plaintiff is the daughter of the 1st Plaintiff.
- (2) On many occasions during 1996 and 1997, the Defendant has threatened the 2nd Plaintiff, assaulted her and stalked her. This has caused the 1st and 2nd Plaintiff much emotional distress.
- (3) The Defendant, in 1996, was told firmly and decisively by the 1st Plaintiff that he was not to enter her property located at 114 Parkway Drive and that if he did so, he would be treated as a trespasser. Despite this warning by the 1st Plaintiff to the Defendant, the Defendant has continued to trespass on the said property.
- (4) During the summer of 1996, the Defendant threatened to throw a cement block through the 1st Plaintiff's Honda Civic car while the 2nd Plaintiff was driving in order to inflict grievous bodily harm to the 2nd Plaintiff. During this incident, the police were called and removed the Defendant from the said property at 114 Parkway Drive.
- (5) That on or about February/March, 1997, the Defendant took away the car keys from

the 2nd Defendant at Sharkey's Nightclub, attacked her causing personal injury to her. The Defendant refused to hand over the keys to the 2nd Plaintiff which was never returned to her resulting in police becoming involved and costs of changing locks on the door of the home which resulted in expense to the 1st Plaintiff.

- (6) That during the summer of 1997, the Defendant sneaked into the Honda Civic which was parked in the vicinity of Treasure Island, unknown to the 2nd Plaintiff. The 2nd Plaintiff, when getting into the car to drive home, discovered the Defendant hiding in the car. She quickly ran out and the Defendant followed her and attacked her on the staircase of one of the condominiums at Treasure Island, causing bruises and personal injuries.
- (7) On or about the 18th/19th, December, 1997 while the 1st Plaintiff was at work and the 2nd Plaintiff had just returned home for Christmas holidays from university, the Defendant went to 114 Parkway Drive into the house while the 2nd Plaintiff was there and threatened to kill her.
- (8) On or about the 24th December, 1997, the Defendant was again found trespassing at 114 Parkway Drive. The Defendant was told by the 2nd Plaintiff and her friends to leave.
- (9) During the incident of the 24th December, 1997, the Defendant took a weapon, which is believed to be a machete, and cut up the car tyres of the Honda Civic, smashed the window shields both back and front and two side doors, causing damage to the vehicle in the sum of CI\$1,740.00.

PARTICULARS OF INJURIES OF THE 2ND PLAINTIFF

The 2nd Plaintiff received bruises to her neck and arm on each attack by the Defendant causing her to suffer with pain and injury for a period of several days.

PARTICULARS OF LOSS AND EXPENSE

Cost of repair to motor car	CIS\$1,740.00
Replacement of front door lock for house	<u>CIS 50.00</u>
TOTAL COSTS	<u>CIS\$1,790.00</u>

AND THE PLAINTIFF Claims:-

1. The sum of CIS\$1,790.00 as damages.
2. Damages for pain and suffering by the 2nd Plaintiff.
3. An injunction excluding the Defendant from 114 Parkway Drive or coming within 100 yards of the said property.
4. An injunction restraining the Defendant from assaulting, molesting or otherwise interfering with the 2nd Plaintiff.
5. Damages for trespass.
6. Interest pursuant to the judicature law.
7. Costs.
8. Such further and/or other relief as this Honourable Court deems fith and proper.

Dated this

5th day of March, 1998



NERVIK & COMPANY

ATTORNEYS-AT-LAW

for the Plaintiffs herein

TO: The Clerk of Courts

AND TO: The Defendant

Moxam Road

Off Walkers Road

George Town

Grand Cayman

THIS WRIT OF SUMMONS is filed by Nervik & Company, Attorneys-at-Law for the Plaintiffs herein whose address for service is that of their said Attorneys, Jack & Jill Building, Fort Street, George Town, Grand Cayman.

3. If the claim against the Defendant is for a debt or liquidated demand, AND he does not intend to contest these proceedings, state if the Defendant intends to apply for a stay of execution against any judgement entered by the Plaintiff. (tick answer)

_____ yes

Service of the Writ is acknowledged accordingly

(Signed)

[Defendant in person]

Address for service:

Notes on address for service

Attorney: Where the Defendant is represent 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 Plaintiff's Attorney (or by Plaintiff if suing in person) of his name, address and reference, if any, in the space below.

Nervik & Company
Fort Street
Jack & Jill Building

P.O. Box 31488SMB
Grand Cayman

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

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 judgement 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 Acknowledgement of Service, 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 installments or otherwise.

Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgement 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 "trading as (_____)" 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.