

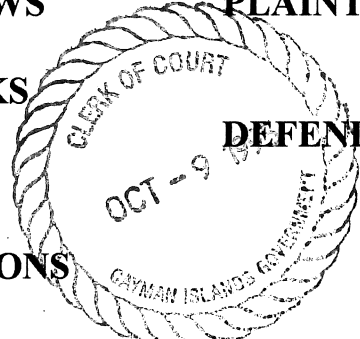
IN THE GRAND COURT OF THE CAYMAN ISLANDS



438
CAUSE NO: OF 1995

BETWEEN: VERNON J. ANDREWS PLAINTIFF

**AND: (1) KENNETH I. EBANKS
(2) VICKI A. EBANKS DEFENDANTS**



WRIT OF SUMMONS

TO: KENNETH I. EBANKS of P.O. Box 202, Ocean Drive, North Side, Grand Cayman

AND

VICKI A. EBANKS, c/o Nervik & Company, P.O. Box 31488, Seven Mile Beach, 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 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 495G, 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 any intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice

Issued this 9th day of October, 1995.

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 that date unless renewed by order of the Court.

IMPORTANT

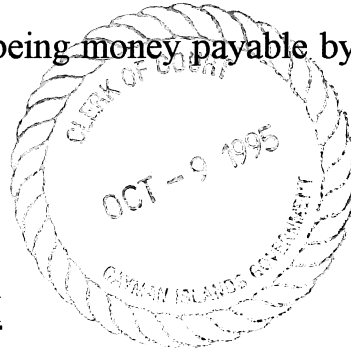
Directions for Acknowledgment of Service are given with the accompanying form.





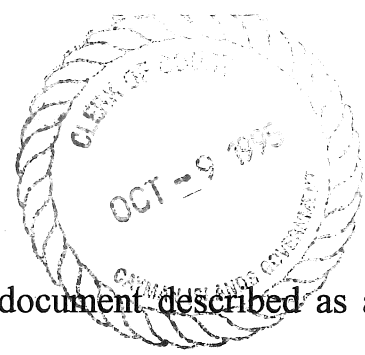
INDORSEMENT

The Plaintiff's claim is for the sum of US\$ 14,363.06 being money payable by the Defendants to the Plaintiff pursuant to a loan agreement.



STATEMENT OF CLAIM

1. The Plaintiff is a United States citizen who has been granted permanent residence in the Cayman Islands and who has a home in Cayman Kai, Grand Cayman.
2. The Defendants formerly lived together as husband and wife in North Side and were engaged in the business of real estate, property development and construction. The Defendants are now separated and are currently parties to divorce proceedings in the Grand Court of the Cayman Islands.
3. On or about late April or early May 1993 the First Defendant asked the Plaintiff for a loan to cover living expenses for himself and his family as he had a temporary cash flow problem.
4. The Plaintiff agreed to lend the sum of CI\$15,000.00 to the Defendant provided both the First and Second Defendant personally undertook to repay the loan together with interest at 12% per annum. The Plaintiff further specified that the loan must be evidenced in writing and signed by both Defendants.



5. The First Defendant provided the Plaintiff with a document described as a Promissory Note dated 4th May, 1993 executed by the First Defendant on behalf of Justus Realty and Management Ltd. and by the First and Second Defendant in their personal capacities. Pursuant to the said document it was intended that the loan would be repaid over a period of 12 months with interest accruing at 12%. On the basis of the agreement evidenced by the said document the Plaintiff on or about 4th May, 1993 lent the sum of CI\$15,000.00 to the Defendants.
6. The Plaintiff was repaid the sum of CI\$3,998.22 by way of three payments, each of CI\$1,332.74 made respectively on 26th August, 1993, 29th September, 1993 and 6th December, 1993.
7. By letter dated 8th April, 1994 from the First Defendant to the Plaintiff, the First Defendant inter alia acknowledged their corporate and personal indebtedness to the Plaintiff and stated that the loan balance as at October 31, 1993 was CI\$11,416.20 and that as at the end of April, 1994 the total outstanding, including accumulated interest was CI\$12,118.53.
8. Despite numerous requests for payment no further sums have been paid to the Plaintiff by the Defendants and as at 9th October, 1995 the sum of CI\$14,363.06 including accrued interest is due and owing.

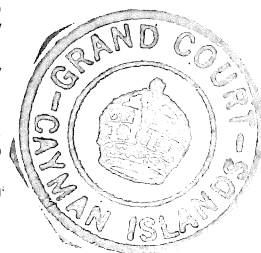




PARTICULARS

Loan Balance as of October 31, 1993 CI\$11,416.20

Interest @ 12% per annum.:	November	CI\$	114.16
	December		115.30
	January 1994		116.46
	February		117.62
	March		118.80
	April		119.99
	May		121.18
	June		122.39
	July		123.62
	August		124.85
	September		126.10
	October		127.36
	November		128.64
	December		129.92
	January 1995		131.22
	February		132.53
	March		133.86
	April		135.20
	May		136.45
	June		137.81
	July		139.19
	August		140.58
	September		141.99
	to 9th October		<u>41.64</u>
	Total interest	CI\$	<u>2,976.86</u>



Total including interest CI\$14,363.06

AND THE PLAINTIFF CLAIMS:-

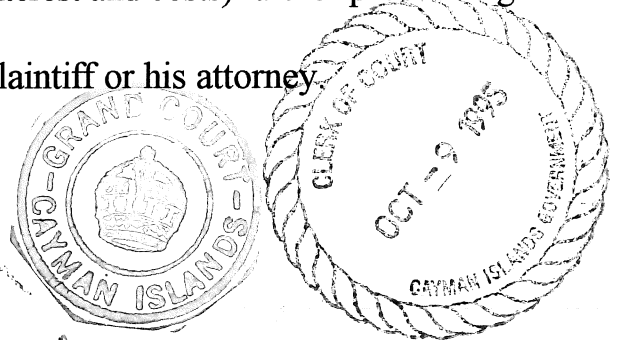
- (I) Payment of the said sum of CI\$ 11,416.20.

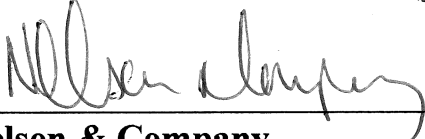
- (II) Interest pursuant to the agreement of 12% per annum from 4th May, 1993 to date of payment
 - i) Total amount of interest claimed to date is CI\$ 2,976.86
 - ii) The amount of interest accruing and due each day is CI\$ 4.63

- (III) Costs pursuant to Order 62 Rule 1 of CI\$650.00 being fixed costs of CI\$500.00 and the Writ fee of CI\$150.00.

If within the time of returning the Acknowledgment of Services, the Defendant pays the total amount claimed of CI\$14,363.06 (including interest and costs) further proceedings will be stayed. The money must be paid to the Plaintiff or his attorney

Dated the 9th day of October, 1995





Nelson & Company

BETWEEN: VERNON J. ANDREWS PLAINTIFF

AND: (1) KENNETH I. EBANKS DEFENDANTS
(2) VICKI A. EBANKS



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 and information required is omitted or given wrongly,

Delay may result in judgement being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.

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 judgement entered by the Plaintiff (tick box) YES

Service of the Writ is acknowledged accordingly

(Signed).....

[Attorney] for -

[Defendant in person]

Address for service: Nelson & Company, P.O. Box 2075, West Wind Building, Grand Cayman

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 principal office.

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

<p><i>Nelson & Company</i> <i>West Wind Building</i> <i>P.O. Box 2075</i> <i>George Town</i> <i>Grand Cayman</i></p> <p><i>Phone: 949 9710</i></p>
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Indorsement by defendant's Attorney (or by defendant if suing in person) of his name, address and reference, if any, in the box below.

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Acknowledgment of service of writ of summons (O.12, r.3)

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 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 "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

Please complete overleaf

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.