

IN THE GRAND COURT OF THE CAYMAN ISLANDS

Fees Paid: *!!! S.S.*
Receipt No: *984763*
Date: *16 4 99*
CAUSE NO ~~257~~ OF 1999
Viewed 5:00

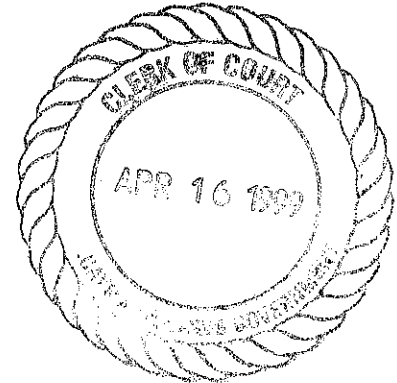
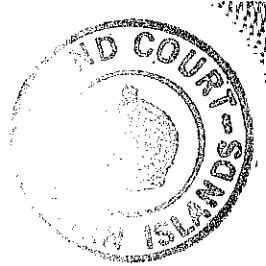
BETWEEN: ROY V. EDEN PLAINTIFF

AND: (1) EZZARD SMITH
(2) EMILY SMITH DEFENDANTS

WRIT OF SUMMONS

TO: Mr. Ezzard Smith
West Bay
Grand Cayman

AND TO: Mrs. Emily Smith
West Bay
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 of Summons 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, 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 judgment may be entered against you forthwith without further notice.

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 unless renewed by Order of the Court.

IMPORTANT

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

INDORSEMENT

The Plaintiff's claim against the Defendants is for the sum of CI\$7,466.75 plus interest.



**CHARLES ADAMS, RITCHIE & DUCKWORTH
ATTORNEYS-AT-LAW FOR THE PLAINTIFF**

This Writ was issued by Charles Adams, Ritchie & Duckworth, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service is P.O. Box 709, Zephyr House, Mary Street, George Town, Grand Cayman, British West Indies.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 257 OF 1999

BETWEEN: ROY V. EDEN PLAINTIFF

AND: (3) EZZARD SMITH DEFENDANTS
(4) EMILY SMITH

ACKNOWLEDGMENT OF SERVICE OF WRIT OF SUMMONS

Important. Read the accompanying Delay may result in judgment being direction and notes for guidance entered against a Defendant whereby carefully before completing this form. If he may have to pay the costs of any information required is omitted or applying to set it aside. 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

Service of the Writ is acknowledged accordingly

(Signed) [Attorney] for

Address for Service:

Notes on address for service

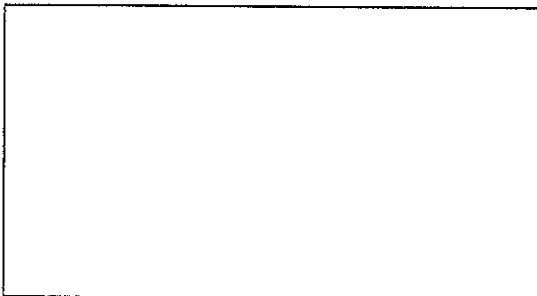
Attorney: where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

Defendant in person: where the defendant is acting in person, he must give his post office box 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 is suing in person) of his name, address and reference, if any, in the box below.

Charles Adams, Ritchie & Duckworth
P.O. Box 709
Zephyr House
Mary Street
George Town, Grand Cayman

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



Filed by Charles Adams, Ritchie & Duckworth, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service is that of its said Attorneys-at-Law, P.O. Box 709, Zephyr House, Mary Street, George Town, Grand Cayman, B.W.I.

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.

c) to pay monthly instalments, pending such demand, of CI\$250.99 commencing on the 27th February, 1995 and on the 27th of each and every month thereafter for a period of 60 months.

5. The Agreement further provided for the Plaintiff to take as security for the loan, a Charge against the property owned jointly by the Defendants and registered as West Bay North West, Block 4S, Parcel 194, ("the Property"). At the time of the Agreement, however, the property was subject to a Charge in favour of Cayman National Bank Ltd. of George Town, Grand Cayman, Cayman Islands.
6. The Plaintiff decided at the time not to register a caution or to take a charge against the Property. In January, 1997 a Discharge of Charge was issued by Cayman National Bank Ltd. This Discharge, however, was not registered at the time because the Plaintiff, at the request of the Defendants was asked to delay the registration of the Discharge and the Charge in the Plaintiff's favour to allow payment of the loan to be made from the proceeds of an impending sale. At that time, the Plaintiff was informed that the Defendants were negotiating a contract of sale of the Property. The property, however, was not sold and the Plaintiff has not been paid.
7. Since the 27th day of March, 1995, the Defendants defaulted in making the monthly payments of CI\$250.99 as agreed, and as a result thereof, demands for payment were made on the Plaintiff's behalf on the 15th December, 1995 and on the 28th April, 1997.
8. Despite the demands, the Defendants have failed and/or refused to pay to the Plaintiff the principal sum and interest thereon, save and except for the amount of CI\$200.00 paid on the 3rd March, 1995 and CI\$150.00 paid on the 18th April, 1997.

AND THE PLAINTIFF CLAIMS FROM THE DEFENDANT:-

- (1) The sum of CI\$7,466.75.
- (2) Pre-Judgment Interest at the rate of 15% per annum to be calculated from the 27th day of March, 1995 to the date of issue of the Writ being CI\$4,511.28.
- (3) POST-JUDGMENT interest at the rate of 15% per annum in accordance with the Agreement.

- (4) FURTHER and/or other relief.

- (5) COSTS.

STATEMENT REGARDING INTEREST:

- (i) The rate of interest claimed is 15% per annum.
- (ii) The date from which interest is calculated is the 27th March, 1995.
- (iii) The amount of interest accruing each day thereafter is CI\$3.07.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of CI\$7,466.75 (plus interest and costs) further proceedings will be stayed. The money must be paid to the Plaintiff or his attorney.

Dated this 16th day of April, 1999.



**CHARLES ADAMS, RITCHIE & DUCKWORTH
ATTORNEYS-AT-LAW FOR THE PLAINTIFF**

This Statement of Claim was issued by Charles Adams, Ritchie & Duckworth, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service is P.O. Box 709, Zephyr House, Mary Street, George Town, Grand Cayman, British West Indies.