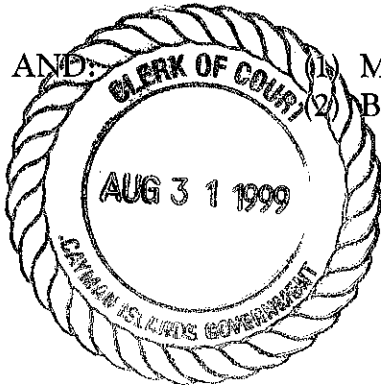


BETWEEN: LEWY ELVERT EBANKS

PLAINTIFF

AND: (1) MITCHELL RAY EBANKS  
(2) BEVERLY EBANKS

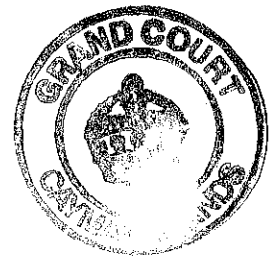
DEFENDANTS



WRIT OF SUMMONS

TO: Mitchell Ray Ebanks, West Bay, Grand Cayman

AND TO: Beverly Ebanks, 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 day 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 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 an 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 31<sup>st</sup> day of August, 1999.

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.

## STATEMENT OF CLAIM

- (1) The Plaintiff is and was at all material times the registered proprietor of a parcel of land identified as Registration Section West Bay North West Block 4E Parcel 552 (the land). The First Defendant is one of the Plaintiff's sons. The Second Defendant is married to the First Defendant.
- (2) In or about mid 1994 the First Defendant stated to the Plaintiff and his wife that he needed somewhere to live. He requested that he be permitted to build a temporary/moveable house for himself and his family on the property adjacent to the Plaintiffs' home having been forced out of their previous accommodations. As their son's situation was apparently desperate the Plaintiff by oral licence agreed on condition that the structure be moved off the land after one year.
- (3) The structure was built and the Central Planning Authority, by letter dated 29 July, 1994 granted after-the-fact planning permission for it, on condition that the structure be removed from the land within one year unless otherwise authorised in writing by the Central Planning Authority.
- (4) The Plaintiff's wife became very ill in or about mid 1995 and required extensive medical treatment in the United States for approximately two weeks. The Plaintiff attended with his wife.
- (5) Once the Plaintiff was able to return to his home full time and his wife had substantially recovered from her illness in or about early 1996 the Plaintiff pointed out to the First Defendant that his house had not been removed on the expiry of one year as previously agreed and that he should remove the house and vacate his land forthwith. In the promises, any licence or permission to enter into or remain on the land has been revoked.
- (6) No action was taken by the First or Second Defendants to remove the house and accordingly the Plaintiff and his wife made numerous repeat requests that the house be removed from their property without result.
- (7) The Plaintiff was forced to consult with an attorney in late 1998 and letters before action were sent on behalf of the Plaintiff requiring the Defendants to remove their house from the Plaintiffs property before the end of February, 1999.
- (8) At a meeting dated 20 January, 1999 the Central Planning Authority authorised the issuance of an Enforcement Notice in accordance with Section 15 of the Development and Planning Law (1998 Revision) and authorised the Chief Electrical Inspector to instruct CUC to disconnect the electrical meter serving the house.
- (9) By letter dated 9 March, 1999 the Defendants, through an attorney, acknowledged that they will need to re-locate their house and requested an additional two months (from the end of February, 1999) to organise its removal.

- (10) The Defendants have made and caused to be made unlawful entries onto the land and have remained on the land owned by and in the possession of the Plaintiff and the said acts constitute trespass.
- (11) The Plaintiff and his wife are elderly and are being forced to endure continual nuisance and disturbance at all hours of the day and night from the Defendants, the Defendant's children and their associates. The Defendants have engaged in acts and caused acts in connection with the property which have interfered with the Plaintiff's rights to lawfully enjoy the land. Further the Plaintiff and his wife are concerned about various unlawful activities which ostensibly are ongoing in the Defendants' house, and therefore on the Plaintiffs land. The Plaintiffs cannot further tolerate such intrusions on their well being.
- (12) As at the date of issuance of the Writ no action has been taken to remove the house from the land.

(13) AND THE PLAINTIFF CLAIMS

- (i) A declaration that the Defendants permission and licence to occupy the First Plaintiff's land at WBNW Block 14E Parcel 552 has been determined, and that the Defendants have been trespassers ever since the determination of the licence.
- (ii) An Order that the Defendants or their servants or agents do within fourteen days pull down and/or remove the moveable house built by the Defendants, their servants or agents on the Plaintiff's land at WBNW Block 14E Parcel 552.
- (iii) An Order that any debris, refuse or other unsightly materials whatsoever remaining on the land after the destruction and/or removal of the house referred to above, and which have been placed there by the Defendants, their servants or agents be removed by the Defendants and/or their servants or agents within three days of their compliance with paragraph (ii) above.
- (iv) In the alternative to orders under paragraphs (ii) and (iii) above, an order that the moveable house on the Plaintiff's land has become part of the Plaintiff's land and belongs to the Plaintiff.
- (v) An Order to restrain the Defendants whether by themselves or their servants or agents or otherwise howsoever from entering onto or otherwise using the said land upon the expiry of three weeks from the date of this order.

- (vi) Damages for trespass and/or nuisance.
- (vii) Further and/or other relief.
- (viii) Costs.

If, within the time for returning the Acknowledgment of Service the Defendants remove their house from the Plaintiffs land and return the land to the condition that it was in prior to the Defendants' house being constructed upon it further proceedings will be stayed.

HUNTER & HUNTER .

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HUNTER & HUNTER

THIS WRIT was issued by Hunter & Hunter, Attorneys-at-law for the Plaintiff whose address for service is that of his said Attorneys-at-Law, The West Wind Building, 2<sup>nd</sup> Floor, P.O. Box 190GT, George Town, Grand Cayman. (Ref: NVJ/07602.001)