

IN THE GRAND COURT OF THE CAYMAN ISLANDS

Fees Paid	\$7,150
Receipt No.	296890
Date	21/99
CAUSE NO.	663 OF 1999

B E T W E E N:

DAWN BRYAN EBANKS

Plaintiff



AND

MONROE DAVID EBANKS



Defendant

WRIT OF SUMMONS

To: Monroe David Ebanks of P.O. Box 31746 SMB, Crewe Road, 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 495G, 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 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 29th day of October 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.

STATEMENT OF CLAIM

1. The Plaintiff is the wife of the Defendant, the parties having been married in March 1990.
2. The parties lived together at #2 Plantain Place, Outpost Street, George Town as husband and wife. In June of 1998 there was a verbal disagreement between the parties, during which the Defendant threatened to kill the Plaintiff. As a result of this the Plaintiff left the house for the night and on her return the next morning she discovered that the Defendant had destroyed and damaged some of her personal belongings.
3. Upon observing this, the Plaintiff called her mother and the police. When the Defendant became aware of this he proceeded to damage and/or destroy the remainder of her personal belongings.
4. These belongings included clothes, cosmetics, picture frames, ornaments, flower arrangements and the answering machine among other things.
5. In replacing these items the Plaintiff incurred costs in the amount of CI\$2,000.00.
6. The Defendant moved out of the home at that time. In December of the same year he asked to move back and the Plaintiff agreed to this. Prior to his moving back in there was a verbal agreement between the parties that the Defendant would contribute towards the utilities of the house and would be solely responsible for the rent.
7. On 22 January 1999 the Plaintiff asked the Defendant to move out of the apartment, as he had not contributed towards the household expenses except to purchase groceries, and had not paid the rent for either December or January.
8. The Plaintiff replied that he would pay half of the bills, which the Plaintiff did not believe based on his past actions. The Defendant moved out of the apartment on 23 January 1999.
9. For the two months of December and January the Plaintiff was responsible for all expenses incurred in relation to the apartment contrary to the agreement between the parties.
10. The Plaintiff now claims the monies owed to her by the Defendant by virtue of the agreement in December of 1998.

(a) Rent - December 1998 and January 1999	CI\$2,000.00
(b) Cable - December 1998 and January 1999	CI\$ 52.95
(c) Water, light and phone December 98 and January 99	<u>CI\$ 331.71</u>
Total:	CI\$2,384.66

11. The Plaintiff was also forced to pay the Defendant's gas bill of CI\$100.00 at the Texaco Station in order to have her name removed from the account because the Defendant was not paying the bill.

12. The Plaintiff therefore claims the amount of CI\$100.00 for the gas bill, the costs of CI\$2000.00 for the replacement of the items damaged or destroyed by the Defendant and the monies paid on behalf of the Defendant in the sum of \$2,384.66, plus interest pursuant to the Judicature law at 73/8 % from 29 October 1999 to date of payment.

AND THE PLAINTIFF CLAIMS:

1. The principal sum of CI\$4,484.66
2. Interest on the principal sum at the rate of \$.91 per diem until payment.
3. Fixed costs at CI\$250.00 plus filing fees of CI\$150.00

Hunter & Hunter

Hunter & Hunter

This Writ was issued by Hunter & Hunter, Attorneys at Law for Plaintiff, whose address for service is P.O. Box 190, George Town, Grand Cayman. Ref: (ZM/07922.001)

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 Plaintiffs (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 Plaintiffs 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

Notes for Guidance

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

IN THE GRAND COURT OF THE CAYMAN ISLANDS

66th
CAUSE NO: OF 1999

B E T W E E N:

DAWN BRYAN EBANKS

Plaintiff

AND

MONROE DAVID EBANKS

Defendant

ACKNOWLEDGMENT 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 judgment being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.

Please complete overleaf

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 Plaintiffs (*tick box*).

YES

Service of the Writ is acknowledged accordingly

(Signed)

[Attorney] for[] [Defendant in person]

Address for service

Please complete overleaf

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

Hunter & Hunter
The West Wind Building, Second Floor
PO Box 190 GT
Grand Cayman
Cayman Islands

Ref. ZM/07922.001

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