

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 723 of 1999

BETWEEN: ADINA BOXX

PLAINTIFF

AND; GEORGE BOXX

DEFENDANT

WRIT OF SUMMONS

TO; Mr George Boxx
c/o The Swamp
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 495 G, 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 Judgement may be entered against you forthwith without further notice.

Issued this *22nd* day of November, 1999

NOTE: This Writ may not be served later than 4 calendar months beginning with the date of the issue unless renewed by Order of the Court.

IMPORTANT

Directions for Acknowledgement of Service are given with the accompanying form

STATEMENT OF CLAIM

1 The Plaintiff is a Caymanian by birth and at the material time she was the registered owner of property located at Registration Section: Savannah Block 28B Parcel 164 and she was also the wife of the Defendant .

2 The Defendant is a Jamaican national who at the material time operated Boxx Construction enterprise and he was the husband of the Plaintiff. The parties were legally divorced in the Cayman Islands Grand Court on 24th September, 1999 at which time the Decree of Dissolution was pronounced.

3 On or about 28th June , 1996 the Plaintiff and the Defendant executed a loan application form and a Promissory Note with the Bank of Nova Scotia in the amount of CI\$17,900.64 which funds were used to purchase a truck for the Defendant. As security for the said loan the bank accepted a second charge on the property known as Registration Section:Savannah, Block 28B Parcel 164 which property is registered in the Plaintiff's name only and which she obtained during her divorce from her former husband. The rate of interest payable to the said Bank of Nova Scotia on the Promissory Note was 15% per annum. As a result the parties bought a truck registration # 58 897 with the funds which were borrowed and because the Defendant agreed to make the monthly payments back to the Bank the truck was registered in the Defendant's name only.

4 After purchasing the said truck the parties realised that they did not have the funds to pay the freight and duty so that they went back to the said Bank of Nova Scotia and borrowed further funds to pay for the freight and duty. As a result of this further loan the parties signed a further Promissory Note on 30th July, 1996 which note was on basically the same terms and condition of the previous note except that the amount of the note had now increased to CI\$26,263.80. The security continued to be the Plaintiff's property. The Plaintiff will rely on the content of the said Promissory Notes and Bank Charge documents for their full terms and legal effect. It was a condition of the loan facility obtained from the Bank that the parties would repay the amount borrowed by monthly installments of CI\$437.00 on the 30th day of each month until the total amount was paid off, including interest at 15% per annum. The Plaintiff prior to putting up her property as security to secure the loan for the funds to purchase the Defendant's truck, and pay for the frieght and duty verbally agreed with him that since the funds were being used to purchase his truck that he would make the monthly payments back to the bank.

5 Since the date of purchase of the truck although the Defendant has had exclusive use of the said truck he has not made any payments on the loan account. Instead he has indicated to the Plaintiff that she will have to pay off the loan as if she does not then the Bank will forfeit her property and not his truck. The bank nor the Plaintiff do not have a lein on the title to the said truck. The Defendant does, however, have various equipment and implements which he owns located at the Plainitff's home which if sold could realise some of the funds outstanding to the Bank.

6 In breach of the terms of the verbal agreement between the parties the Defendant has made no payments on the loan for the truck despite various demands by the Plaintiff, and her Attorneys At Law, including a request in the actual Divorce Petition between the parties for repayment of the said loans. As a result of the Defendant's neglect to pay off the loan the Plaintiff has had to make the payments to avoid loosing her property.

7 The Plaintiff has now learnt that the Defendant has been arrested by the Immigration Department for overstaying and she is anxious to have the funds paid back to the bank in the event that the Defendant has to leave the Cayman Islands or alternatively that the equipment and/or implements owned by him in the Cayman Islands be awarded to her so that she can have same sold and the proceeds of the sale put towards paying off the outstanding balance at the bank.

WHEREFORE THE PLAINTIFF CLAIMS

- ((a) Payment of the principal amount borrowed of CI\$ 26,263.80, including interest to date.
- (b) Interest at the rate specified in the Promissory Note of 15% per annum.
- (c) Such further or other relief as this Honourable Court shall deem appropriate.
- (d) Costs and Attorneys fees

Dated this 22nd day of November, 1999

Brooks & Brooks
BROOKS & BROOKS
Attorneys At Law for the Plaintiff

THIS WRIT OF SUMMONS was filed by Brooks & Brooks Attorneys At Law for and on behalf of the Plaintiff herein whose address for service is that of her said Attorneys At Law One, Artillery Court , P O Box 1355GT GRAND CAYMAN

(Attorney) for

(Defendant in Person)

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

**Brooks & Brooks
Attorneys At Law
P O Box 1355 GT
GRAND CAYMAN**

(One, Artillery Court, George Town, Grand Cayman)

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