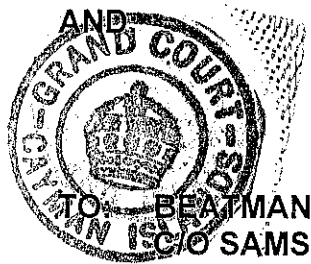




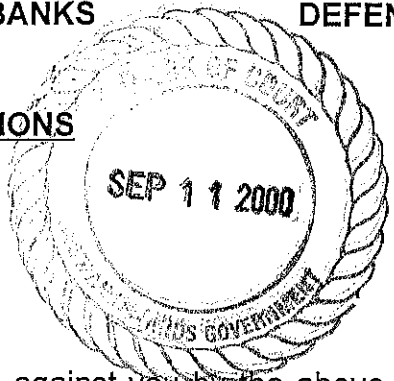
IN THE GRAND COURT OF THE CAYMAN ISLANDS

726
CAUSE NO. OF 2000

BETWEEN: BESSIE ARDILA PLAINTIFF
AND BEATMAN EBANKS DEFENDANT



WRIT OF SUMMONS



TO BEATMAN EBANKS
C/O SAMSON MURRAY JACKSON
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 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.

Issued this 11th day of September 2000.

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 Acknowledgement of Service are given with the accompanying form.

STATEMENT OF CLAIM

The Plaintiff's claim is against the Defendant for damages for misrepresentation and/or breach of contract and/or negligence.

PARTICULARS

1. The Plaintiff is a Caymanian businesswoman and resides in Prospect, George Town, Grand Cayman.
2. The Defendant is a Caymanian who owns PEBS Ltd., a resident company which has been struck off the Register of companies. The Defendant is in the business of selling motor vehicles and he resides in Grand Cayman.
3. In or about 7th April, 2000 the Defendant sold the Plaintiff a 1993 GMC 1500 Truck for the sum of C!\$9,000.00.
4. That shortly after the truck was purchased it began to give serious problems and that on 18th April, 2000 the Plaintiff took the truck to Mobile Auto Garage upon the Defendant 's undertaking to pay for repairs to be done to the truck in order to have it in a good working condition.
5. On 20th April, 2000 the Plaintiff informed the Defendant of the cost of the repairs of C!\$2,288.00 whereby the Defendant stated that it would have been

cheaper from him to bring in a new engine. A week later, the Defendant informed the Plaintiff that the engine had been ordered and would soon arrive on the island.

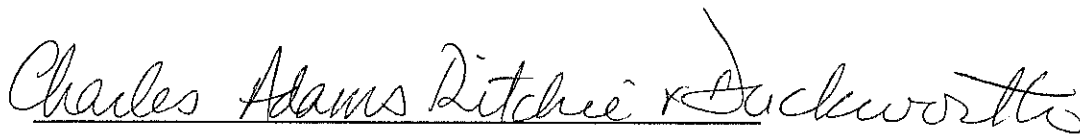
6. The Defendant then agreed to pay for the cost of a rental vehicle for the Plaintiff as the Defendant did not have a vehicle to lend the Plaintiff, the cost of the rental car being CI\$1,949.00
7. That on 9th June, 2000, the Plaintiff's attorneys-at-law, Messers. Charles Adams, Ritchie & Duckworth, wrote to the Defendant in order to try and resolve the matter and have it settled. The Defendant's attorneys-at-law, Messers. Samson Murray Jackson, responded with an offer on 28th June, 2000 and the Plaintiff accepted that offer however, to date no payment has been made.
8. That the Plaintiff has an outstanding bank loan for the cost of the truck and must make monthly payments to the bank, which include interest on the sum of CI\$9,000.00 on a vehicle which she does not have.
9. That the Plaintiff's business of drywall and maintenance work has been severely affected by the loss of the use of the said vehicle.

10. By reason of the aforesaid, the Plaintiff has suffered loss and damage.

AND THE PLAINTIFF CLAIMS:

- (I) The return of the said sum of CI\$9,000.00.
- (II) Post-Judgment interest at the rate of 8% per annum or at such other rate as may be determined from time to time.
- (III) Damages.
- (IV) Further and/or other relief.
- (V) Costs.

If, within the time for returning the Acknowledgement of Service, the Defendant pays the total amount claimed of CI\$9,000.00 (together with interest and costs) further proceedings will be stayed. The money must be paid to the Plaintiff or his Attorney.



CHARLES ADAMS, RITCHIE AND DUCKWORTH
Attorneys -at- Law for the Plaintiff

THIS WRIT and 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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

726
CAUSE NO. OF 2000

BETWEEN: BESSIE ARDILA PLAINTIFF
AND: BEATMAN EBANKS DEFENDANT

**ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS**

Important. Read the accompanying direction and notes for guidance 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.

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
PO Box 709
Mary Street, Zephyr House
George Town,

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.