

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. <sup>927</sup> OF 2000

BETWEEN: Susan Kay Eastling

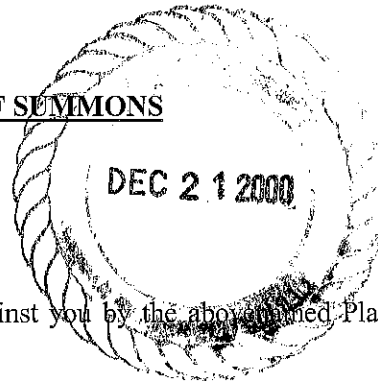
PLAINTIFF

AND: David Alan Eastling

DEFENDANT

WRIT OF SUMMONS

TO: Mr. David Alan Eastling



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, George Town, Grand Cayman B.W.I., 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 21 day of December, 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 Acknowledgment of Service are given with the accompanying form.

**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 Plaintiff (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 Plaintiff 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 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.

## STATEMENT OF CLAIM

1. The Plaintiff and Defendant were married on the 17<sup>th</sup> March 1973, in Bloomington, Hennepin County, Minnesota, United States of America.
2. The Defendant filed a Petition in the State of Minnesota, County of Hennepin, Fourth Judicial District, Family Court Division (“U. S. Court”), File No. DW 249881 for the dissolution of the said marriage in or about June 1999.
3. The parties entered into a written Marital Termination Agreement dated the 15<sup>th</sup> August 2000 (“the Agreement”) for settlement of their respective rights and obligations subject to the consent and approval of the U. S. Court.
4. The said U. S. Court was duly constituted and held in accordance with the laws of the State of Minnesota and had jurisdiction on that behalf.
5. On the 11<sup>th</sup> September 2000 the said U. S. Court gave judgment (“the Foreign Judgment”) in the said action and ordered the Defendant *inter alia* as follows:

**“6. Condominium**

- A. *Respondent [Plaintiff] is awarded all right, title, interest and equity of petitioner[Defendant] in and to the condominium of the parties located at 695 West Bay Road, #33, Grand Cayman, Cayman Island, British West Indies, and legally described as follows:*

*West Bay Beach South, Block 12E, Parcel 54H33*

- B. *Respondent [Plaintiff] is ordered to indemnify and hold petitioner [Defendant] harmless from any liability or obligation in connections with said property, including payment of the mortgage to Barclay’s Bank, as well as paying to petitioner[Defendant] any reasonable attorneys’ fees and costs incurred by him in obtaining said indemnification.*
- C. *For so long as petitioner [Defendant] is an obligor on the mortgage, in the event respondent [Plaintiff] allows the mortgage to go into default, then petitioner [Defendant] is granted the right to cure the default and sell the property. From the net proceeds, petitioner shall be reimbursed for all monies expended by him to cure the default and to sell the condominium, and the remaining net proceeds*

*are ordered to be paid to respondent [Plaintiff].”*

and

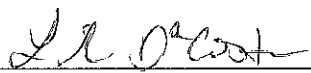
*“27. Within 30 days of the entry of the Judgment and Decree, each party is ordered to execute any and all documents necessary to transfer real and personal property in the manner described herein without further order of the court.”*

AND THE PLAINTIFF claims:

1. That this Honourable Court enter the Foreign Judgment summarily.
2. That the Defendant execute all the necessary conveyancing documents and transfer title of the property known as West Bay Beach South, Block 12E, Parcel 54H33 pursuant to the instructions of the Plaintiff.
3. Such further and other relief as this Honourable Court deems just in the circumstances.
4. There be no order as to costs.

Dated this 21 day December 2000.

Filed this 21 day December 2000.

  
\_\_\_\_\_  
MYERS & ALBERGA, Attorneys-at-Law for the Plaintiff

THIS WRIT was issued and STATEMENT OF CLAIM was filed by Myers & Alberga, Attorneys-at-Law for and on behalf of the Plaintiff whose address for services is One Regis Place, Fort and Mary Streets, P.O. Box 472, George Town, Grand Cayman B.W.I.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. <sup>927</sup> OF 2000

BETWEEN: SUSAN KAY EASTLING Plaintiff

AND: DAVID ALAN EASTLING 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.

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

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

MYERS & ALBERGA  
Attorneys-at-Law for the Plaintiff  
C/o One Regis Place  
P. O. Box 472  
George Town  
Grand Cayman, B.W.I.

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