

IN THE GRAND COURT OF THE CAYMAN ISLANDS

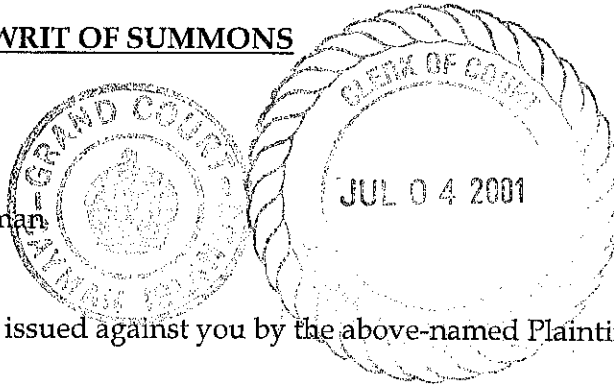
CAUSE NO. 411 OF 2001

BETWEEN: (1) CAYMAN PAVING LTD.  
(2) QUARRY PRODUCTS LTD. Plaintiffs

AND: ATLEE M. EBANKS Defendant

WRIT OF SUMMONS

To: ATLEE M. EBANKS  
Ocean Spray,  
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 Fourteen days [14] 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 4th day of July, 2001

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 Defendant is a director of the First Plaintiff and, in November 1999, was an employee of the Second Plaintiff.
2. On or about 10 November 1999, the Defendant was convicted of certain criminal offences and sentence was adjourned until 7 December 1999. The Defendant was released on bail subject to the payment of CI\$150,000. Prior to the trial, bail was set at CI\$40,000.00 which, the Defendant informed the First Plaintiff, he had put up himself.
3. After the Defendant's conviction, he approached Huig Zuiderent ("Mr. Zuiderent") a director of the First Plaintiff and of the Second Plaintiff, and asked him if the Plaintiffs would pay certain outstanding expenses which he had incurred in connection with his trial. He also requested assistance in meeting the increased bail money. He stated that he would recover all the bail money and would repay any other amounts within 14 days. Neither the Plaintiffs nor the Defendant anticipated that he would receive a custodial sentence.
4. Mr. Zuiderent, acting on behalf of the Plaintiffs, agreed to advance the necessary moneys and, pursuant to that agreement, the Plaintiffs made the following payments:

### First Plaintiff

<u>Date</u>	<u>Payee/Nature of Payment</u>	<u>Amount</u>
10.11.99	Howard Hamilton, Q.C.: cash	3,780.00
10.11.99	-do- draft	16,803.00
11.11.99	Bail	110,000.00
11.11.99	Deposition services	4,270.94
11.11.99	Court Reporter (Jody Warren)	7,929.17
11.11.99	Expert witness (Baron Philipson)	<u>9,225.36</u>
		<u>152,008.47</u>

Second Plaintiff

See attached list

60,943.85

5. Shortly after the sums referred to in paragraph 4 were advanced, the Defendant informed Mr. Zuiderent that he was replacing CI\$25,000.00 of his bail money with a charge over a property he owned in West Bay but that he needed to repay the CI\$25,000.00 thus released to a friend from whom he had borrowed it.
6. On or about 1 December 1999, the terms referred to above were varied in that it was agreed between Mr. Zuiderent, acting on behalf of the Plaintiffs, and the Defendant that the sums advanced would be repaid no later than 31 December 1999 and would bear interest from the date of the original advance until repayment at the rate of 12% per annum. It was further agreed that the Defendant would give the Plaintiffs promissory notes reflecting the said terms as so varied.
7. On 7 December 1999, the Defendant was sentenced to a term of imprisonment and ordered to pay CI\$10,000.00 costs and CI\$12,000.00 compensation.
8. On or about 10 December 1999, the Defendant handed two promissory notes to the Second Plaintiff's accountant. They did not accurately reflect the agreement referred to in paragraph 6 above.
9. On or about 24 December 1999, the First Plaintiff was repaid the sum of CI\$88,000.00 out of the Defendant's bail money. The said sum represented the CI\$110,000.00 originally advanced by the First Plaintiff for that purpose less the two sums of CI\$10,000.00 and CI\$12,000.00 referred to in paragraph 7 above. The balance of the Defendant's bail money, in so far as it consisted of cash, was returned to the Defendant.
10. The Defendant has failed to pay to the First Plaintiff the sums remaining due to it, that is, the sums set out in paragraph 4 above less the sum of CI\$88,000.00 referred to in paragraph 9 above. The Defendant has further failed to pay to the Second Plaintiff, the

sums due to it, that is, the sums set out in paragraph 4 above. The Defendant has further failed to pay interest on any of those sums.

11. The interest due on the said sums as at 21 May 2001 is, in the case of the First Plaintiff, CI\$11,700.40 and, in the case of the Second Plaintiff, CI\$10,759.51. The daily rates of interest are CI\$21.04 and CI\$20.03 respectively.

AND the First Plaintiff claims:

- (1) CI\$64,008.47 plus interest of CI\$11,700.40;
- (2) Interest on CI\$64,008.47 from 21 May 2001 to judgment at the rate of 12% per annum;

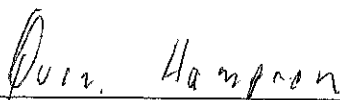
The Second Plaintiff claims:

- (3) CI\$60,943.85 plus interest of CI\$10,759.51;
- (4) Interest on CI\$60,943.85 from 21 May 2001 to judgment at the rate of 12% per annum;

The Plaintiffs claim:

- (5) Costs.

DATED this 4th day of July, 2001

  
\_\_\_\_\_  
QUIN & HAMPSON  
Attorneys-at-Law for the Plaintiffs

To: The Clerk of the Court

And to: The Defendant  
Atlee M. Ebanks

**THIS WRIT OF SUMMONS IS FILED** by Quin & Hampson, Attorneys-at-Law for and on behalf of the Plaintiffs herein, whose address for service is Harbour Centre, Third Floor, P.O. Box 1348, George Town, Grand Cayman.

**QUARRY PRODUCTS LTD****EXPENSES INCURRED BY QPL RE ATLEE EBANKS LEGAL CASE****TRAVEL**

11/9/99 JODY WARREN	CAYMAN TRAVEL SERVICES	\$676.12
11/24/99 HOWARD HAMILTON QC	CAYMAN TRAVEL SERVICES	\$445.77
11/5/99 HOWARD HAMILTON	CAYMAN TRAVEL SERVICES	\$186.90
12/1/99 HOWARD HAMILTON	CAYMAN TRAVEL SERVICES	\$280.82
12/8/99 HOWARD HAMILTON	CAYMAN TRAVEL SERVICES	\$260.82
12/8/99 HOWARD HAMILTON	CAYMAN TRAVEL SERVICES	\$348.13
11/24/99 BARON PHILLIPSON	CAYMAN TRAVEL SERVICES	\$613.16
11/24/99 BARON PHILLIPSON	CAYMAN TRAVEL SERVICES	\$192.99
11/24/99 BARON PHILLIPSON	CAYMAN TRAVEL SERVICES	\$393.08
11/24/99 B.PHILLIPSON J.WARREN	CAYMAN TRAVEL SERVICES	\$717.27
12/1/99 MR CREAGER & FRIENDS	CAYMAN TRAVEL SERVICES	\$392.37

**\$4,487.43****MEALS**

10/25/99 FOOD/ENTERTAINMENT	LANTANAS	\$84.13
11/3/99 DINING/ENT, BARON PHILIPSO	BED RESTAURANT	\$64.00
11/4/99 DINING/ENT.	SMUGGLER'S COVE	\$456.78
11/8/99 DINING/ ENT.	SMUGGLER'S COVE	\$113.10
12/1/99 DINING/ENT.	MAXIMS	\$634.00

**\$1,352.01****LEGAL FEES**

12/30/99 WORKING WITH STEVE	ANDRE EBANKS	\$500.00
12/2/99 WORKING WITH STEVE	ANDRE EBANKS	\$500.00
12/2/99 GIRL AT STEVE'S OFFICE	A. STEVE MCFIELD & ASSOCIAT	\$500.00
12/9/99 WORKING WITH STEVE	ANDRE EBANKS	\$500.00
12/9/99 GIRL AT STEVE'S OFFICE	A. STEVE MCFIELD & ASSOCIAT	\$500.00
12/16/99 WORKING WITH STEVE	ANDRE EBANKS	\$500.00
12/16/99 GIRL AT STEVE'S OFFICE	A. STEVE MCFIELD & ASSOCIAT	\$500.00
12/23/99 WORKING WITH STEVE	ANDRE EBANKS	\$500.00
12/23/99 GIRL AT STEVE'S OFFICE	A. STEVE MCFIELD & ASSOCIAT	\$500.00
11/3/99 ATLEE EBANKS TRIAL	A. STEVE MCFIELD & ASSOCIAT	\$500.00
11/11/99 ATLEE FEES	A. STEVE MCFIELD & ASSOCIAT	\$500.00
11/17/99 ATLEE	A. STEVE MCFIELD & ASSOCIAT	\$500.00
12/8/99 LEGAL FEES-IN ADVANCE OF I	A. STEVE MCFIELD & ASSOCIAT	\$20,600.00
12/31/99 MR HAMILTON	A. STEVE MCFIELD & ASSOCIAT	\$5,000.00
12/1/99 ABDULHA FATTAH	A. STEVE MCFIELD & ASSOCIAT	\$5,000.00
	A. STEVE MCFIELD & ASSOCIAT	\$7,140.00

**\$43,240.00****CAR RENTAL**

11/12/99 HOWARD HAMILTON	COCONUT CAR RENTALS LTD	\$187.28
11/18/99 HOWARD HAMILTON	COCONUT CAR RENTALS LTD	\$747.23
12/8/99 HOWARD HAMILTON	COCONUT CAR RENTALS LTD	\$289.17
12/1/99 BARON PHILLIPSON	COCONUT CAR RENTALS LTD	\$1,065.64

**\$2,289.32****ACCOMADATION**

10/25/99 BARON PHILLIPSON	SLEEP INN	\$128.88
10/25/99 JODY WARREN	SLEEP INN	\$91.20
10/28/99 BARON PHILLIPSON	MARRIOTT HOTELS RESORTS SU	\$1,131.22
10/29/99 HOWARD HAMILTON	TREASURE ISLAND RESORT	\$845.92
11/1/99 BARON PHILLIPSON/LEGAL	MARRIOTT HOTELS RESORTS SU	\$200.64
11/4/99 DAVID CREAGER/LEGAL	MARRIOTT HOTELS RESORTS SU	\$205.18
11/5/99 HOWARD HAMILTON	TREASURE ISLAND RESORT	\$356.86
11/10/99 HOWARD HAMILTON	TREASURE ISLAND RESORT	\$454.28
11/11/99 JODY WARREN/LEGAL	MARRIOTT HOTELS RESORTS SU	\$173.86
11/24/99 JODY WARREN	MARRIOTT HOTELS RESORTS SU	\$2,538.88
11/24/99 BARON PHILLIPSON	MARRIOTT HOTELS RESORTS SU	\$1,377.11
11/24/99 DR ABDULHA FATTAH	MARRIOTT HOTELS RESORTS SU	\$175.49
11/24/99 BARON PHILLIPSON	MARRIOTT HOTELS RESORTS SU	\$814.21
11/24/99 JODY WARRREN	MARRIOTT HOTELS RESORTS SU	\$508.21
12/3/99 HOWARD HAMILTON	TREASURE ISLAND RESORT	\$152.06
12/10/99 HOWARD HAMILTON	TREASURE ISLAND RESORT	\$118.84

**\$9,575.09****\$60,943.85**

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*

*Please complete overleaf*

## 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 his 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.

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BETWEEN: (1) CAYMAN PAVING LTD.  
(2) QUARRY PRODUCTS LTD. Plaintiffs

AND: ATLEE M. 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.

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1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.

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2. State whether the Defendant intends to contest the proceedings (*tick appropriate box*)  
 yes  no

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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

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Service of the Writ is acknowledged accordingly

(Signed) .....

[Attorney] for

[Defendant in person]

Address for service:

*Please complete overleaf*