

IN THE GRAND COURT
CAYMAN ISLANDS
CAUSE NO. 331 OF 2001

BETWEEN: NEVILLE W. LEVY

Plaintiff

AND: AL EBANKS

Defendant

To: Al Ebanks
George Town.

WRIT OF SUMMONS

AUG 31 2001

THIS WRIT OF SUMMONS has been issued against you by the above named Plaintiff in respect of claim set out in the next page.

Within fourteen (14) days of 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 31st August, 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, within 6 months) beginning with the date of issue unless renewed by the order of the Court.

IMPORTANT

Directions to Acknowledgement of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. The plaintiff is the registered owner of Parcel 149 Block 14CJ George Town Central formerly 47 and 49.
2. The defendant is the occupier of a building constructed on Parcel 46 Block 14CJ George Town Central, owned by his mother, Vernell Mavis Ebanks, which has a 6 feet right of way over Parcel 149.
3. On the 29th October, 1998, an action in trespass, Cause 674, was brought against the defendant for damages and an injunction to restrain him from parking his vehicle on the plaintiff's parking lot, interfering with the plaintiff's fence and entering upon Parcel 149 other than over the 6 foot right of way to Parcel 46.
4. On the said date, an ex-parte injunction, with liberty to apply, was granted and served on the defendant who made no application to have the order set aside but continued to trespass on the plaintiff's property.
5. On the 3rd December, 1998, a Notice of Motion was filed to commit the defendant to prison for breach of the order and a date was set for hearing on the 16th December, 1998.
6. On the 16th the matter was adjourned for the defendant's attorney, Mr. Steve McField, to take full instructions and a new date was set for the 7th January, 1999. Meanwhile, a Default Interlocutory Judgment with Damages to be assessed was delivered by the Court on the 31st December, 1998.
7. On the 7th January, 1999, as a result of the defendant's undertaking, to cease his trespass, pay damages and costs, the matter was removed from the list.
8. On the said date, the defendant through his brother, asked the plaintiff for permission to access Parcel 46 from Parcel 149 for a period of one year during which he would seek alternative accommodation. The plaintiff agreed but demanded that the request be in writing.
9. The defendant continued to access Parcel 46 from Parcel 149 without the written request until the 31st March, 1999 when, due to a letter dated 19th March to the defendant's attorney, the request was formalized in writing.

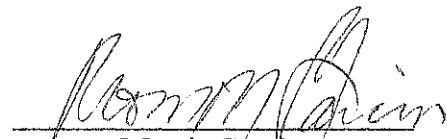
10. In about March, 2000, demolition and reconstruction of the building on Parcel 46 began and continued until about June, 2001. During the demolition and reconstruction construction of the said building, the defendant knocked down and removed part of the plaintiff's fence and continued to use the plaintiff's parking lot and access Parcel 46 from Parcel 149.
11. By letters dated the 19th (mistakenly dated 20th) and 20th July, 2000, the plaintiff informed the defendant, that his permission to access Parcel 46 through Parcel 149, would cease on the 31st October, 2000, and that the fence should be repaired within 7 days thereafter.
12. Despite the letters the defendant continued to access Parcel 46 from Parcel 149 and refused to repair the fence.
13. Again, by letter dated the 14th June, 2001 the plaintiff demanded that the defendant cease his trespass and replace the plaintiff's fence but he still refused to do so.
14. On the 12th July 2001, the defendant informed the plaintiff that he was a foreigner; that he the defendant, was a Caymanian by birth and that he would continue to park on the plaintiff's parking lot and access Parcel 46 from Parcel 149 and that the Plaintiff could not stop him.
15. And the defendant has continued to use the plaintiff's property as he is pleased and has encouraged his friends and visitors to do the same so that at times the plaintiff's tenants and customers are unable to find parking in the parking lot.
16. By reason of the defendant's acts the plaintiff has suffered damages.

And the plaintiff's claim is for:

1. An injunction to restrain the defendant either by himself or his agents or his servants or otherwise howsoever from doing the following acts or any of them, that is to say:-
 - a. Trespassing on the Plaintiff's land, Parcel 149 Block 14CJ George Town Central by parking his vehicle in the parking lot;

- b. Molesting. Pulling down, cutting or otherwise interfering with the Plaintiff's fence around the said Parcel 149;
 - c. Entering upon the Plaintiff's land other than that over which the right of way passes.
- 2 Damages for trespass;
 - 3. Further or other relief:
 - 4. Costs to be taxed or agreed

Dated this 31st, August, 2001


Morris Garcia

This Writ was filed by Morris Garcia, Attorney-at-Law, for and on behalf of the plaintiff herein whose address for service is that of the said attorney at 180 Shedden Road, George Town, Grand Cayman.

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.

Morris Garcia
NevLaw Building,
180 Shedden Road,
George Town.
P. O. Box 2178.