

IN THE GRAND COURT OF THE CAYMAN ISLANDS

790
CAUSE NO. OF 2001

BETWEEN:

ANHILL SEGURO CARASANA



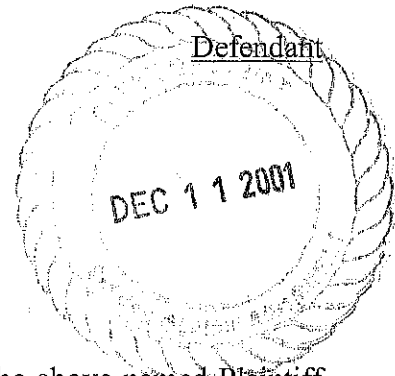
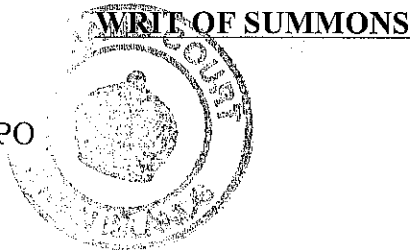
Plaintiff

AND:

SOPHIA ROJAS

Defendant

TO: SOPHIA ROJAS
PO Box 11196 APO
Grand Cayman
Cayman Islands



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 (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, PO Box 495 GT, 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 11th day of December, 2001.

NOTE – This Writ may not be served later than four (4) calendar months **or, if leave is required to effect service out of the jurisdiction, six (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.

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STATEMENT OF CLAIM

1. The Plaintiff is a Caymanian who resides in Grand Cayman and has a residential address of 79 Watercourse Road, West Bay.
2. The Defendant is also a Caymanian and resides at 79B Schoolhouse Road, George Town.
3. In or around June 1986, The Plaintiff with his grandmother and mother as joint proprietors owned equal joint shares in a parcel of land legally described as Registration Section Savannah, Block 28B, Parcel 145 herein after referred to as (“the Land”).
4. In or around April 2000, the Plaintiff’s mother and grandmother transferred their interests in the Land into the sole name of the Plaintiff. At the time the Plaintiff assumed sole interest in the property it was valued at C\$40,000.00.
4. The Plaintiff and Defendant met in December 1999 and commenced a relationship. They were together for a short period, approximately three to four months when the Plaintiff decided to build a house on his land. He discussed with the Defendant his desire to build a home. The Plaintiff had the plans for the proposed home drawn up without any input from the Defendant.

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5. The Plaintiff informed the Defendant that his father was a retired contractor and he asked him to estimate the cost of building the home. The estimated cost to build the home was CI\$210,000.00.

6. The Plaintiff attended at Bank of Butterfield and met with a loans officer, namely Andrew Hulse. The Plaintiff was told that he would only qualify for a loan of CI\$180,000.00 and would require a co-signatory for the remainder of the loan.

7. The Defendant approached the Plaintiff and who advised that she would be the co-signatory on the loan as she worked at Bank of Butterfield.

8. Bank of Butterfield approved the mortgage in the amount of CI\$180,000.00 and it was placed in the joint names of the parties. The monthly mortgage payments were calculated at CI\$1,500.00 per month and were to commence on the 31st day of March 2001.

9. The Bank insisted that the land was transferred into joint names as a condition of the loan. The Plaintiff effected the transfer in to the joint names of himself and the Defendant in September 2000. The Defendant did not pay the Plaintiff any consideration for the transfer.

10. Stamp duty was assessed at CI\$1,500.00 for the transfer of half the land to the Defendant.

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10. The Defendant paid the CI\$1,500.00 stamp duty by cheque, and the Plaintiff paid to the Defendant CI\$1,500.00 in cash to cover the cost of the stamp duty.
11. For the first five months of the term of the mortgage the Defendant contributed CI\$300.00 to the CI\$1,500.00 monthly mortgage payment. The Plaintiff paid the balance in the sum of CI\$1,200.00.
12. After receiving correspondence from the Plaintiff's previous attorney the Defendant has only in the month of August 2001 paid her full half-share of the mortgage.
13. The Defendant's father attended to the electrical work for the house. He received CI\$6,500.00 in payment for the work completed.
14. The Plaintiff and his father laboured on the property late into the evenings during the week and every weekend from September 2000 to August 2001. The Plaintiff also conducted work on the property during his holidays. During these times the Plaintiff and his father fitted windows, and doors, erected walls and carried out the tiling.
15. The Plaintiff paid to his father a sum of CI\$3,500.00 for the works carried out on the foundations and the cistern, which sum is a substantial discount on the true value of the works. He has not been paid, and has not sought payment for his assistance with the windows, doors, tiling and other works carried out at the property.

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16. The Plaintiff and his father paid for all of the materials necessary to construct the house on the Land. The Defendant has not contributed to the cost of any of the materials.
17. The Defendant has contributed to the loan only in so far as hereinbefore specified, which amounts to a sum in the region of C1\$2,250. In addition, the Defendant has paid for the making of the cistern manhole covers and other sundry works in the sum of C1\$2,500. She has paid no other sums to the construction of the property.

AND THE PLAINTIFF CLAIMS:

1. A declaration that the property be transferred into the sole name of the Plaintiff;
2. The Defendant receives her rightfully contributed share of the present day value of the property;
3. For such other orders as the Court deems appropriate;
4. Pre-judgment interest upon all sums found to be due to the Plaintiff;
5. Post-judgment interest upon all sums found to be due to the Plaintiff;
6. Costs

Boxalls

BOXALLS

Attorneys for the Plaintiff

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This WRIT and STATEMENT OF CLAIM was issued by Boxalls, Attorneys for the Plaintiff, whose address for service is: PO Box 1234 GT, 3rd Floor, Queensgate House, South Church Street, George Town, Grand Cayman, British West Indies Reference:[2064-0001 AMW/CARASANA].

**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 495GT, 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 of 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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

790
CAUSE NO. OF 2001

BETWEEN:

ANHILL SEGURO CARASANA

Plaintiff

AND:

SOPHIA ROJAS

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 of Summons is being acknowledged.

SOPHIA ROJAS

2. State whether the Defendant intends to contest or otherwise participate in 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 of Summons is acknowledged accordingly.

Attorney for the Defendant

Address for service:

[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 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 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.

Boxalls
Attorneys-at-Law
PO Box 1234GT
George Town
Grand Cayman, Cayman
Islands
British West Indies
(Reference: 2064-0001
AMW – Carasana)

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

