

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 795 OF 2002

BETWEEN:

GEORGE R. EBANKS

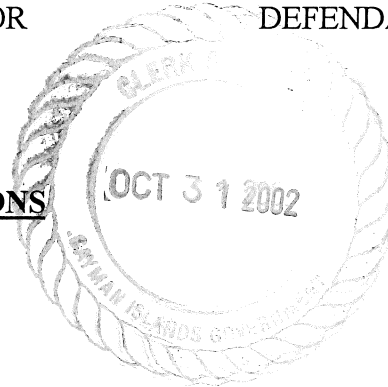
PLAINTIFF

AND:

DONOVAN CONNOR

DEFENDANT

WRIT OF SUMMONS



To: Donovan Connor
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 service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Courts Office, P.O.Box 495, G.T., 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 fail to 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 at George Town this 29 day of OCT, 2002.

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 day 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 Plaintiff resides in Savannah, Grand Cayman, Cayman Islands.
2. The Defendant is a resident of East End, Grand Cayman.
3. On or about July 22, 2002, the parties entered into an agreement ('the Agreement ') whereby the Plaintiff loaned to the Defendant the sum of CI\$3,100.00 which the latter agreed to repay by September 2002.
4. The Agreement is evidenced by a Promissory Note dated July 22, 2002 and signed by the Plaintiff and the Defendant.
5. The Plaintiff will rely on the said Promissory Note at the hearing of this action for its full terms, effects and meaning as is necessary.
6. In breach of the Agreement, the Defendant has not repaid the loan or any part thereof and the sum of CI\$3,100.00 remains due and owing to the Plaintiff despite numerous demands.

WHEREFORE THE PALINTIFF CLAIMS FROM THE DEFENDANT:

- a) The said sum of CI\$3,100.00
- b) Pre-judgment interest pursuant to the Judicature Law
- c) Post-Judgment interest pursuant to the Judicature Law
- d) Costs
- e) Further and/or other relief.

Dated this 29 day of Oct ,2002.


MORRIS GARCIA
ATTORNEY-AT-LAW

STATEMENT REGARDING INTEREST

- (i) The prescribed rate of interest is 4 ½% per annum from September 1, 2002 to date of issue.
- (ii) The date from which interest is calculated is September 1, 2002.
- (iii) The total amount of interest claimed as at the date of the issue of the writ of summons is CI\$ 31.98
- (iv) The amount of interest accruing thereafter is CI\$0.58 per day.

The amount claimed is CI\$3,100.00 as principal and CI\$31.58 as interest to the date of issue of the writ of summons for a total of CI\$3,131.58. The amount of the fixed costs is CI\$250.00 and the cost of filing and serving the Writ is CI\$180.00. If, within the time fixed for returning the Acknowledgment of Service, the Defendants pay to the Plaintiff or her attorney-at-law the total amount claimed of **CI\$3,161.58** in principal and interest, the fixed costs and the costs of filing and serving the Writ of Summons, further proceedings will be stayed. The money must be paid to the Plaintiff or his attorney-at-law

THIS WRIT was issued by Morris M Garcia, attorney-at-law for the Plaintiff whose address for service is that of his said attorney, Suite #2, Nevlaw Building P.O.Box 1185, G.T., Grand Cayman, Cayman Islands.

**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 495, George Town, Grand Cayman.

2. A defendant who states in his Acknowledgement of Service that he intends to contest the proceedings **must also serve a defence** on the attorney for the plaintiff (or on the plaintiff acting in person).

If a Statement of Claim is endorsed on the Writ (ie. 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 a Statement of Claim is not endorsed 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 affidavit of his means. The affidavit should state any offer which the defendant desires to make for the payment of the money by installments or otherwise.

See over for notes for guidance

Please complete overleaf

Service of the Writ is acknowledged accordingly.

(Signed) _____

[Attorney] for:

[Defendant in person]

Address for service:

Notes on address for service

Attorneys: 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 acting in person) of his name, address and reference, if any, in the box below:

Morris M Garcia
Attorney-at-law
P.O.Box 1185GT
Grand Cayman

Indorsement by defendant's attorney (or by defendant if acting in person) of his name, address and reference, if any, in the box below.

Filed by Morris M Garcia, Suite #2, Nevlaw Building, Grand Cayman, attorney-at-law for the Plaintiff.