



IN THE GRAND COURT OF THE CAYMAN ISLANDS

CIVIL CAUSE NO. 150 OF 2003

BETWEEN	ODELL KING	PLAINTIFF
A N D	DELORIS DAWKINS	1 ST DEFENDANT
A N D	ENID JACKSON	2 ND DEFENDANT

ENDORSED WRIT OF SUMMONS



TO:	Ms. Deloris Dawkins AND TO:	Ms. Enid Jackson
	P.O. Box 1846	P.O. Box 1846
	George Town	George Town
	Grand Cayman	Grand Cayman

THIS WRIT OF SUMMONS has been issued against you by the abovenamed 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 GT, 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 day of MAR 12 2003 2003

NOTE – This Writ may not be served later than four (4) 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 Acknowledgement of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. By an oral invitation made on or about March 1994 by the 1st Defendant to the Plaintiff, the 1st Defendant invited the Plaintiff to build an apartment on premises at No. 51 Oakland Close, Block 14D, Parcel 296, Windsor Park, George Town, Grand Cayman owned by the 1st and the 2nd Defendant as joint proprietors.
2. It was agreed between the Plaintiff and the 1st Defendant that if the Plaintiff accepted the said invitation that he could live in the said apartment as long as he so desired.
3. The Plaintiff accepted the 1st Defendant's said invitation and he built a one (1) bedroom apartment together with a kitchen, bathroom and cesspool on the said premises owned by the 1st and the 2nd Defendants.
4. The Plaintiff furnished the said apartment and pursuant to the 1st Defendant's said invitation moved into it, and lived in it on or about 11th November 1994.
5. On or about March 1997, the Plaintiff had to go to Jamaica because of work permit problems.
6. On or about February 2002, the Plaintiff's work permit problems were sorted out and he returned to live in the said apartment. On the Plaintiff's return, he discovered that the 1st Defendant had let the said apartment to a tenant for CI\$300.00 per month.
7. The 1st Defendant and the Plaintiff then orally agreed that the 1st Defendant would pay to the Plaintiff the valued amount for the said apartment. The 1st Defendant and the Plaintiff agreed on a commissioned valuation of CI\$14,405.00. The Plaintiff orally agreed with the 1st Defendant that he would accept the sum of CI\$9,000.00 for his interest in the said apartment.

8. On or about March 2002 the 1st Defendant paid to the Plaintiff the sum of CI\$2,300.00 as deposit on the agreed sum of CI\$9,000.00 and she promised to pay him the balance of CI\$6,700.00 together with one-half the cost of the valuation of the said apartment within a few weeks time.
9. The Plaintiff made several oral requests to the 1st Defendant to pay the said balance of CI\$6,700.00 as well as having his Attorneys writing the 1st Defendant to request payment. The 1st Defendant refuses to pay.
10. On or about 4th April 2002, the Plaintiff discovered that the said Block 14D Parcel 296 had been transferred out of the names of the 1st and 2nd Defendants to Neville Herman Dawkins and Stephanie Annmarie Bent as joint proprietors, without the knowledge of the Plaintiff and without payment to the Plaintiff of the balance of the sum of CI\$6,700.00 representing the Plaintiff's interest in the said apartment.
11. The Defendants wrongfully refused to pay the Plaintiff the balance of CI\$6,700.00 or to account to the Plaintiff for the balance of his said interest.

AND THE PLAINTIFF CLAIMS:

1. The sum of CI\$6,700.00;
2. An Order for payment by the Defendants to the Plaintiff of the amount found to be due to him for his interests.
3. Interest on the said sum under Section 34 of the Judicature Law (1995) Revision;
4. Court fees paid to issue this Writ of CI\$150.00
5. Costs

If, within the time for returning the Acknowledgement of Service, the Defendant pays the total amount claimed of CI\$6,700.00 (including interest and costs) further proceedings will be stayed. The money must be paid to the Plaintiff or his Attorneys.

A. Steve McField & Associates

A. STEVE MCFIELD & ASSOCIATES
ATTORNEYS-AT-LAW FOR THE PLAINTIFF

TO: The Clerk of Court

AND TO: The Defendants
C/o Their Attorneys-at-law
Messrs. Polack & Co.

THIS WRIT and STATEMENT OF CLAIM was issued by A. STEVE MCFIELD & ASSOCIATES, of 196 Shedden Road, George Town, Grand Cayman, Attorneys-at-law for and on behalf of the Plaintiff and whose address for service is care of his said Attorneys-at-law.

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE OF WRIT OF SUMMONS

1. The accompanying form of Acknowledgement 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 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 if acting in person).

If a Statement of Claim is endorsed 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 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 with 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 Acknowledgement of Service, that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgement, 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 installments 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 Acknowledgement of Service and return it to the Courts Office.
2. For the purpose of calculating the period of 28 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 authorized 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 ODELL KING PLAINTIFF
AND DELORIS DAWKINS 1ST DEFENDANT
AND ENID JACKSON 2ND DEFENDANT

ACKNOWLEDGMENT OF SERVICE

If you intend to instruct an Attorney to act for you, give him this form IMMEDIATELY.

Important. Read the accompanying Delay may result in judgment being entered
directions and notes for guidance carefully against a Defendant whereby he may have
before completing this form. If any to pay the costs of applying to set it aside.
information required is omitted or given
wrongly, THIS FORM MAY HAVE TO BE
RETURNED.

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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

Service of the Writ is acknowledged accordingly.

(Signed)

[Attorney] for _____

[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 if suing in person) of his name, address and reference, if any, in the box below.

A. STEVE MCFIELD & ASSOCIATES Attorneys-at-law P.O. Box 680 APO Grand Cayman Cayman Islands

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

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