

IN THE GRAND COURT OF THE CAYMAN ISLANDS

813
CAUSE NO. OF 2003

BETWEEN: MICHELLE MORGAN

PLAINTIFF

AND: LINFORD WILKS

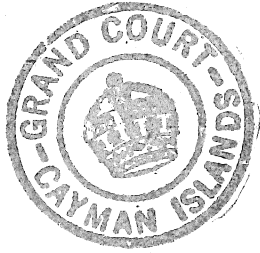
FIRST DEFENDANT

AND: DRUMBLADE STRATA 101

SECOND DEFENDANT

AND: ROSE EBANKS

THIRD DEFENDANT



WRIT OF SUMMONS

TO: LINFORD WILKS
c/o Customs Department
Grand Cayman

TO: TO:Drumblade Strata Plan #101
P.O. Box 2584GT

AND TO: ROSE EBANKS
94 Aspiration Drive
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 Court Office, P.O. Box 495 G.T., 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 2003.

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 Acknowledgement of Service are given with the accompanying form.

AND THE PLAINTIFF CLAIMS FROM THE DEFENDANTS

- a. Use of all utilities to the property.
- b. General Damages
- c. Pre-judgment interest in accordance with Section 34 of the Judicature Law (1995 Revision)
- d. Post-judgment interest in accordance with Section 34 of the Judicature Law (1995 Revision)

- e. Such Further and other relief.
- f. Costs

McKinney Reid & Co.

MCKINEY REID & COMPANY

Attorneys-at-Law for the Plaintiff

THIS WRIT is issued by McKinney Reid & Company, Attorneys-at-Law for the Plaintiff whose address for service is 201 Elizabethan Square, P.O. Box 1573GT, George Town, Grand Cayman, Cayman Islands

STATEMENT OF CLAIM

1. At all material times the Plaintiff was the party to a lease purchase agreement and tenant and/or owner of South Sound 15B 292H15.
2. That at all material times the Third Defendant was the other party to the lease purchase agreement and/or registered owner of South Sound 15B 292H15.
3. That at all material times the Second Defendant was the Manager of the said property.
4. That at all material times the First Defendant was the Chairman and agent of the Second Defendant.
5. That after the Plaintiff entered into the lease purchase agreement with the Third Defendant she expended a substantial amount of money to refurbish the property. The refurbishment included the enclosing of the rear wall/patio of the apartment. At no time was the Plaintiff advised by the First or Third Defendant that she was not allowed to make alterations to the back wall without consent of the Second Defendant and only became aware of this when she was given a copy of the Bye-Laws after it became an issue.
6. That about four or five months after the wall refurbishment was completed the Second Defendant through the First Defendant advised that Plaintiff had to undo refurbishment of the rear wall and restore to the wall to the original state which existed prior to her entering into the lease-purchase agreement and not the state in which she found it.
7. That the Plaintiff further to her agreement with the Third Defendant secured funds for the purchase of the property and issued a cheque to the Third Defendant on 28th August, 2003 for final payment of the Unit.
8. That the Bank of Nova Scotia refused receipt of the monies stating that the First and Second Defendants had advised them not to allow the transfer of the property.
9. That notwithstanding payment of all Strata fees the First and Second Defendants locked off the water to the apartment thus rendering it uninhabitable to the Plaintiff. The actions of the First and Second Defendants was in contravention of section 21(5) of the Strata Titles registration Law (1996 Revision) and totally unreasonable in the circumstances.

10. That the Plaintiff has assured the First and Second Defendants that she will restore the wall to the condition she found it in; but she would need time in order to do so. However, the First and Second Defendants have insisted that the Plaintiff allow their workmen entry at her expense to restore the unit to its original state and not the state she found it in and have continue to deny her use of the apartment by locking off the water supply.
11. That the Third Defendant failed to advise the Plaintiff that the property was in breach of any of the Strata Bye-Laws prior to the lease purchase agreement. In so doing she failed in her duty of care toward the Plaintiff and caused the Plaintiff to suffer damages.
10. That the First and Second Defendants continue to refuse the Plaintiff use of the water and as a result the Plaintiff has continued to suffered loss and damage.

AND THE PLAINTIFF claims:

1. An order that the First and Second Defendants allow her enjoyment of the premises forthwith and forthwith allow her use of the water supply and all other utilities supplying the premises.
2. Damages.
3. Costs.

Dated this 16th day of December 2003.

McKinney Reid & Co
McKinney Reid & Company
Attorneys-at-Law for the Plaintiff

TO: The Clerk of the Courts

NOTE: Notice of your intention to defend may be given by:

- a) an endorsement on the Acknowledgment of Service.
- b) by notice of such intention lodged in the Registry within fourteen days of the service of this Writ of Summons, or
- c) at any time by leave of the Court prior to the date fixed for trial.

The following person must be served:-

The Respondent:

**Drumblade Strata Plan #101
P.O. Box 2584 G.T.
George Town, Grand Cayman**

And To:

**Mr. Lenford Wilks
C/o Customs Department
P.O. Box 898 G.T.
George Town, Grand Cayman**

And To:

**Ms. Rose Ebanks
94 Aspiration Drive
George Town, Grand Cayman**

Service of the Petition is acknowledged accordingly

Dated: _____

Defendant

Defendant's Attorney

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 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.

Indorsement by the Plaintiff's attorney (or by the Plaintiff if suing in person) of his name and address in the box below.

McKinney Reid and Company
Attorneys-At-Law
201 Elizabethan Square
P.O. Box 1573 G.T.
George Town Grand Cayman

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