

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 13 OF 2005

**BETWEEN: FIRSTCARIBBEAN INTERNATIONAL FINANCE CORPORATION (CAYMAN) LIMITED**

**PLAINTIFF**

**AND: (1) RICHARD EBANKS  
(2) KARA EBANKS**

**DEFENDANTS**



**WRIT OF SUMMONS**



**TO: RICHARD EBANKS  
PO Box 11744APO  
George Town  
Grand Cayman**

**AND TO: KARA EBANKS  
PO Box 11744APO  
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 hereafter.

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 495GT, George Town, Grand Cayman, the accompanying Acknowledgment of Service form 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 14<sup>th</sup> day of January 2005

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 Acknowledgment of Service are given with the accompanying form.

**STATEMENT OF CLAIM**

1. The Plaintiff is a banker carrying on business at its branch at 25 Main Street, P.O. Box 68GT, George Town, Grand Cayman, Cayman Islands, and elsewhere.
2. The Defendants are and at all material times were customers of the Plaintiff at the said branch.
3. Between January 1999 and March 2000 the Plaintiff loaned the Defendants the sum of CI\$127,000.00 repayable over 20 years at the rate of CI\$1,377.00 per month. Pursuant to the loan interest is payable on the sum lent at the rate of 3% above prime, the effective rate being 7.25% per annum or CI\$9.425 per day.
4. The loan was granted to assist with the construction of a house and for related purposes. In consideration of the Plaintiff's loan to the Defendants, a charge (the "Charge") in favour of the Plaintiff was granted by the Defendants over Registration Section West Bay North West, Block 4B Parcel 486 (the "Property").
5. The Defendants failed to repay the loan in accordance with the terms of the loan and accordingly the Plaintiff made written demand for repayment of the loan by letter dated 26 February 2003. The Defendants however failed to repay the amount outstanding.
6. Enforcement proceedings were commenced in relation to the charge and notices pursuant to Sections 64 (2) and 72 (1) of the Registered Land Law (Revised) were served on the Defendants. The Defendants however failed to repay the sum outstanding.
7. The Plaintiff subsequently obtained valuations of the Property and prepared to sell the Property by public auction. Further enforcement action was then stayed while the Defendants attempted to sell the Property themselves. In June 2004 the Property was sold and the net proceeds of sale of CI\$138,037.33 were applied in reduction of the loan and outstanding interest and expenses, leaving an outstanding balance of CI\$47,450.90 at that date.
8. The Plaintiff made written demand for repayment of the outstanding balance by letter dated 16 July 2004, but the Defendants failed to repay the outstanding sum.

9. As at 12 January 2005 the total amount outstanding was CI\$62,253.58. Interest continues to accrue at the contracted rate on the loan.

**AND THE PLAINTIFF CLAIMS:**

1. Payment of the said sum of CI\$62,253.58;
2. Interest pursuant to the Loan at the rate of 7.25% per annum from 13 January 2005 until payment or judgment;
3. Costs; and
4. Further and other relief.

DATED this 13 day of January 2005.

*Walkers*

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**WALKERS**

Attorneys-at-Law for the Plaintiff

THIS WRIT was filed by Walkers, Attorneys-At-Law for the Plaintiff, whose address for service is that of its said Attorneys-At-Law, Walker House, PO Box 265GT, Mary Street, George Town, Grand Cayman, Cayman Islands.

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BETWEEN: FIRSTCARIBBEAN INTERNATIONAL CORPORATION (CAYMAN) LIMITED

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AND: (1) RICHARD EBANKS

(2) KARA EBANKS

DEFENDANTS

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.

2. State whether the Defendant intends to contest the proceedings (tick where appropriate)
Yes No

3. If the claim against the Defendant is for a debt or liquidated demand, AND he does not intend to contest the proceeding, 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:

Please complete overleaf

**Notes on address for Service**

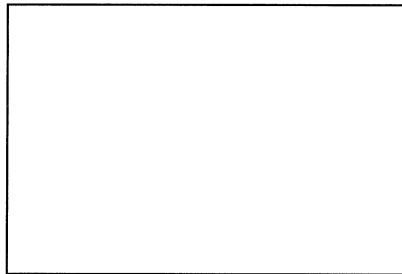
Attorney: where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

Defendant in person: where the Defendant is acting in person, he must give his post 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.

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

**WALKERS**  
P.O. Box 265GT  
Walker House  
87 Mary Street  
George Town, Grand Cayman  
  
Ref: DMM/BG/jc/B2-37727

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



**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 495G, 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 installments or otherwise.

***See overleaf 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 Court's 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 in 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 its 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 item.
8. A Defendant acting in person may obtain help in completing the form at the Court's office.