

**Writ of Summons (O.6, r.1)**

IN THE GRAND COURT OF THE CAYMAN ISLAND  
HOLDEN AT GEORGE TOWN, GRAND CAYMAN

CAUSE NO. 494 OF 1996

BETWEEN Mr. Brian Ebanks - PLAINTIFF

AND: Mrs. Viola Lynette 1<sup>st</sup> DEFENDANT  
Mr. John Collins 2<sup>nd</sup> DEFENDANT  
Mr. Keith Collins 3<sup>rd</sup> DEFENDANT

SPECIALLY ENDORSED WRIT OF SUMMONS

TO: DEFENDANTS Mrs. L. Collins, Mr. John Collins and Mr. Keith Collins c/o Keith Collins & Co., Elizabethan Square, GT., PO Box 1259GT, Grand Cayman, BWI.

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 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 495G, 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 21 day of September 1996.

NOTE - This Writ may not be served later than 4 calendar 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. On 26 February 1993 the Plaintiff's company Tashara Marine Corporation Ltd. of PO Box 192, George Town, Cayman Islands, Grand Cayman, sold to Viola Lynette Collins a motor vessel named Tashara and now renamed "the Osprey". The vessel was valued at CI\$23,000.00.
2. In exchange, the Plaintiff agreed to accept lot #6 ("the land") in a proposed subdivision called Lyn Estates registered at Registration Section West Bay Block 9A, Parcel 18 for CI\$23,001.00. The Plaintiff paid the sum of CI\$1.00 being the balance of the purchase price for the land.
3. By an agreement dated 26 February 1993 the Plaintiff and 1<sup>st</sup> Defendant recorded their oral agreement in writing. The same was duly signed and witnessed.
4. The agreement provided that the Defendant would transfer the title deeds to the Plaintiff free and clear of all incumbrances within 4 months of the date of the agreement.
5. In pursuance of the agreement the plaintiff transferred the motor vessel to the Defendants. In breach of the agreement the Defendant failed to transfer the land either on the due date or at all. The Defendants have since sold the motor vessel.
6. By reason of the said breach of contract, the Plaintiff has suffered loss and damage.

## PARTICULARS

- a) Value of the land (subject to valuation)
- b) Legal costs CI\$1,545.84

AND THE PLAINTIFF claims:

- (1) Damages for breach of contract;
- (2) Further, pursuant to The Judicature Law (1995 Revision), the Plaintiff is entitled to and claims interest on such sums as are found to be due at such rate and for such period as the Court shall think fit.
3. Costs.

THIS WRIT was issued by Clyde H. Allen BSc whose address for service is Brooks & Brooks, Attorneys-At-Law, PO Box 1355, Grand Cayman, British West Indies

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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.



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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 a 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

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Service of the Writ is acknowledged accordingly

(Signed).....

[Attorney] for

[Defendant in person]

Address for service:

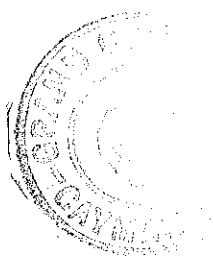
*Please complete overleaf*

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



C. H. Allen BSc  
Brooks & Brooks  
Attorneys-At-Law  
PO Box 1355 GT  
Grand Cayman  
Cayman Islands  
BWI

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

[Empty box for defendant's attorney indorsement]