

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 511/96

BETWEEN: ARLENE TERESA HARCAR

PLAINTIFF

AND: KENNETH COLMORE EBANKS

FIRST DEFENDANT

AND: CLARA ESTELLE BUSH

SECOND DEFENDANT

WRIT OF SUMMONS

TO: Kenneth Colmore Ebanks
P.O. Box 30321 SMB
Grand Cayman
B.W.I.

AND TO:

Clara Estelle Bush
P.O. Box 30321 SMB
Grand Cayman
B.W.I.



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.

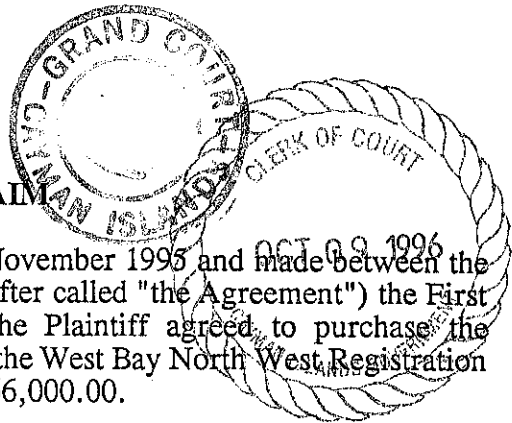
Issued this 9th day of October, 1996.

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



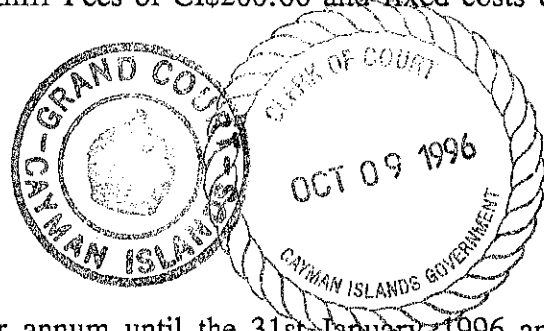
1. By an agreement in writing dated the 24th day of November 1995 and made between the Plaintiff and the First and Second Defendant (hereafter called "the Agreement") the First and the Second Defendant agreed to sell and the Plaintiff agreed to purchase the [freehold] property registered with absolute title in the West Bay North West Registration Section Block 4E Parcel 163 for the sum of US\$66,000.00.
2. On or about the 24th November 1995, in pursuance of the Agreement, the Plaintiff paid to the First Defendant a deposit of US\$26,000.00 in part payment of the said purchase price.
3. On or about the 8th December 1995, in pursuance of the Agreement, the Plaintiff paid to the First Defendant US\$9,000.00 in part payment of the said purchase price.
4. It was an express term of the Agreement that completion of the sale would take place on the 28th December 1995.
5. It was a further express term of the Agreement that if on the date agreed for completion the First and Second Defendants did not complete the First and Second Defendants will refund to the Plaintiff all the money the Plaintiff paid towards the purchase price.
6. The First and Second Defendant failed and neglected to complete the Agreement on the said 28th December 1995 or within a reasonable time thereafter.
7. On the 31st July 1996 the Plaintiff by her attorneys Orren Merren & Company sent a notice in writing to the First and Second Defendants requiring them to complete the Agreement on or before the 21st August 1996 (being in the circumstances a reasonable period of time).
8. In breach of the Agreement the First and Second Defendant failed and neglected to complete the purchase on the 28th December 1995 and/or on or before the 21st August 1996 or at all.
9. The Plaintiff is entitled to and claims interest pursuant to The Judicature Law 1995 (Revision) at 8 3/8% per annum up until the 31st January 1996 and at 7 3/8% per annum thereafter on all amounts claimed herein.

AND THE PLAINTIFF CLAIMS:-

1. Repayment of the said deposit of US\$26,000 (CI\$21,320.00) together with interest thereon from the 24th November 1995 until the 31st January 1996 at 8 3/8% per annum and thereafter at 7 3/8% per annum until repayment amounting to US\$1,723.97 to the date of issue herein and continuing at the daily rate of US\$5.23, alternatively for such period and at such rate as the Court shall think just;
2. Repayment of the said part payment sum of US\$9,000.00 (CI\$7,380.00) together with interest thereon from the 8th December 1995 until the 31st January 1996 at 8 3/8% per

thereafter at 7 3/8% per annum until repayment amounting to US\$567.57 to the date of issue herein and continuing at the daily rate of US\$1.81, alternatively for such period and at such rate as the Court shall think fit;

3. COSTS of the Prescribed Filing Fee and Bailiff Fees of CI\$200.00 and fixed costs of CI\$500.00.



STATEMENT REGARDING INTEREST:

1. The rate of interest claimed is 8 3/8% per annum until the 31st January 1996 and thereafter at the rate of 7 3/8% per annum
2. The date from which interest is calculated is 24th November 1995 as to US\$26,000.00 and the 8th December 1995 as to US\$9,000.00.
3. The total amount of interest claimed as at 8 October 1996, is US\$2291.54.
4. The amount of interest accruing each day hereafter is US\$3.86.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of US\$37,991.54 (including interest and costs) further proceedings will be stayed. The money must be paid to the Plaintiff's Attorney.

Orren Merren & Company
ORREN MERREN & COMPANY
Attorneys-at-Law for the Plaintiff

This Writ was issued by Messrs. Orren Merren & Company, the attorneys-at-law for the Plaintiff, whose address for service is Kirk House, Third Floor, Albert Panton Street, P.O. Box 481G, Grand Cayman, Cayman Islands, British West Indies.

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 instalments 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 Acknowledgment of Service and return it to the Courts 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 litem*.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.

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.

*Orren Merren & Company
Attorneys-at-Law
P.O. Box 481G
Kirk House Third Floor
Albert Panton Street*

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