

**IN THE GRAND COURT OF THE CAYMAN ISLANDS**

**BETWEEN: ALLISON EBANKS**

**CAUSE NO: 521 OF 1996**  
**PLAINTIFF**

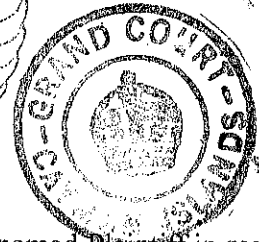
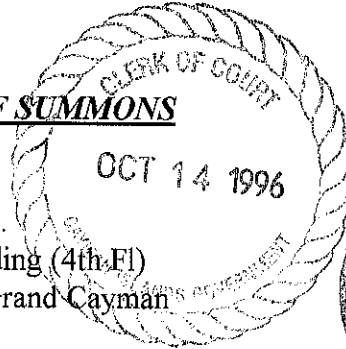
**AND: MARTIN & SHIONA CREARY**

**DEFENDANTS**

**WRIT OF SUMMONS**

**TO: Martin Creary &**

**Shiona Creary  
c/o Nelson & Co.  
West Wind Building (4th Fl)  
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 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 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 <sup>14<sup>th</sup></sup> day of **Oct.** 19**96**

**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**

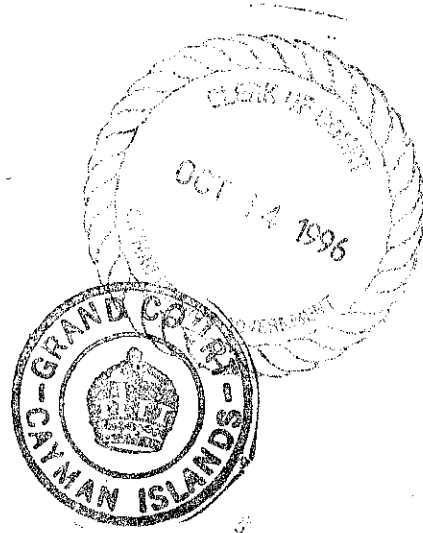
Directions for Acknowledgment of Service are given with the accompanying form.

ENDORSEMENT

The Plaintiff's claim is to recover damages and costs from the Defendants for breach of a Lease to Purchase contract entered into between the parties on or about the 9th day of November 1994 and novated on or about the 22nd day of April 1996.

Dated this *11* day of *October* 1996.

*L.A. Samson & Co*  
Signature of Plaintiff or her Attorney



THIS WRIT was issued by L.A. Samson & Co., Attorneys-at-Law for and on behalf of the Plaintiff, whose address for service is that of her said Attorneys-at-Law, Suite D1 Cayman Business Park, Thomas Russell Way, George Town, Grand Cayman.

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CAUSE NO: 521 OF 19 24

BETWEEN: ALLISON EBANKS
AND: MARTIN & SHIONA CREARY

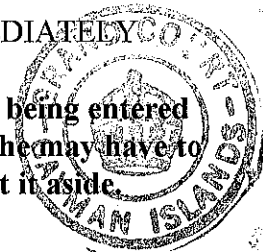
PLAINTIFF
DEFENDANTS

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 is being acknowledged.

2. State whether the Defendant intends to contest the proceedings (tick the appropriate box)

[ ] yes [ ] no

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

Please complete overleaf

Notes on address for service

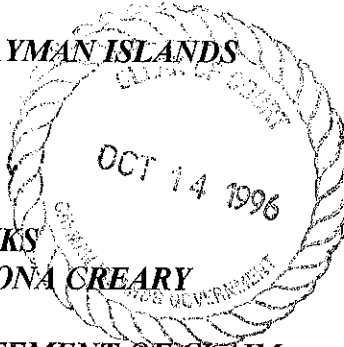
**Attorney:** where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

**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.*

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

*IN THE GRAND COURT OF THE CAYMAN ISLANDS*



CAUSE NO: 521 OF 1996

**BETWEEN:**  
**AND:**

**ALLISON EBANKS**  
**MARTIN & SHIONA CREARY**

**PLAINTIFF**  
**DEFENDANTS**

**STATEMENT OF CLAIM**

1. The Plaintiff is and was at all material times the joint proprietor of property being Registration Section Bodden Town Block 43D Parcel 96 and brings this action on behalf of and with the consent of the other joint proprietor.
2. The Defendants are residents of the Grand Cayman Island who at all material times were the lessees/purchasers of the said property.
3. By a Lease Purchase Agreement dated the 9th day of November 1994 and novated on the 22nd day of April 1996 the Defendants agreed to purchase the said property from the Plaintiff and the other joint owner for a sum of CI\$112,000.00 with the purchase to be effective on or before the 14th day of November 1996.
4. That it was a further term of the said Agreement that the Defendants would lease the property from the date of the Agreement until the payment of the sale price was made on or before the 14th day of November 1996 at a monthly rental equivalent to the mortgage payments due to the Cayman National Bank from the Plaintiff and the other joint owner in respect of the said property.
5. That it was a term of the Agreement that the Defendants would pay the insurance premiums relative to the said property during the period of the Agreement.
6. That it was an implied term of the Agreement that the Defendants would be responsible for all the outgoings relative to the property during their lease of the same.
7. That it was a term of the Agreement that the Defendants would keep the said property in a good and tenantable manner and to yield up the said property and fixtures and any additions thereto in a tenantable repair and condition.
8. That it was a further term of the Agreement that the Defendants would not remove chattels of the Plaintiff from the property and where such chattels needed to be replaced to do so with articles of a similar kind and value.
9. That in breach of the said Agreement the Defendants vacated the said property, without any written notice to the Plaintiff and/or the other joint proprietor, on or about the day of 1996 unlawfully taking with them chattels belonging to the Plaintiff, and without



paying the insurance on the said property; and without paying outstanding outgoings due to be paid by them; and failing to yield up the property in good tenantable wear and condition.

10. That as a consequence of the Defendants' breaches as aforesaid the Plaintiff has had to enter into a new Agreement of Sale at a reduced price and has thus suffered a loss of bargain.
11. That in the premises the Plaintiff has sustained loss and damage:

**PARTICULARS OF SPECIAL DAMAGE**

a)	Balance on mortgage payment for April 1996	CIS\$ 76.90
b)	Mortgage payments due for May-September 1996 @ CIS\$1361.00 x 4 months	CIS\$ 5444.00
c)	Balance of insurance premium for 1995-1996	CIS\$ 563.55
d)	Insurance premium for 1996-1997	CIS\$ 1128.00
e)	Loss of Bargain	CIS\$12000.00
f)	Cost of replacement of carpet	CIS\$ 1628.00
g)	CUC rates	CIS\$ 250.00
h)	Water rates	CIS\$ 170.69
i)	Cable & Wireless charges	CIS\$ 40.49
j)	Cost of replacing awning	CIS\$ 345.00
k)	Cost of replacing and installing refrigerator & washer	CIS\$ 1360.00
l)	Cost of replacing drapes	CIS\$ 225.00
m)	Cost of replacing bathroom shelves	CIS\$ 50.00
n)	Cost of replacing faucet	CIS\$ 12.00
o)	Cost of replacing tiles in bathroom	CIS\$ 50.00
	TOTAL	CIS\$23343.63

**AND THE PLAINTIFF CLAIMS:**

1. The sum of CIS\$23,343.63.
2. Interest at the Statutory rate.
3. Costs.

Dated 16 day of October 1996

*L.A. Samson & Co.*

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L.A. Samson & Co.  
Plaintiff's Attorneys-at-Law

