

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 572 OF 1996

BETWEEN: JOSEPH OSBORNE BARNETT PLAINTIFF

AND: A. CARLYLE EBANKS (1)  
PETRA TRADING CO. LTD (2) DEFENDANTS

WRIT OF SUMMONS

TO: A. CARLYLE EBANKS,  
of West Bay, Grand Cayman, B.W.I.

AND TO: PETRA TRADING CO. LTD.  
of P.O. Box 306, West Bay, 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 Statement of Claim.

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 495GT, George Town, Grand Cayman, the accompanying Acknowledgment of Service stating therein whether you intend to contest these proceedings.

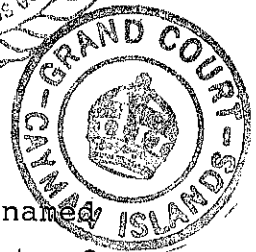
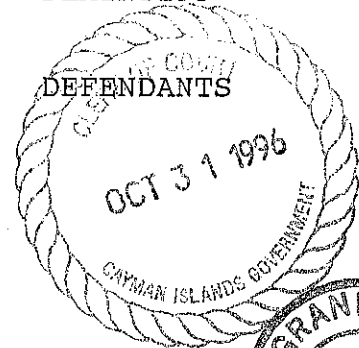
If you fail to satisfy the claim or to return the Acknowledgment within the time stated, or if you return the Acknowledgment without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

ISSUED this 31<sup>st</sup> day of October 1996.

**NOTE** - This Writ may not be served later than 4 calendar 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.



INDORSEMENT OF CLAIM

The Plaintiff's claim is for:-

- (1) Rescission of a written contract dated the 21st June 1991 between the Plaintiff and the Second Defendant relating to East Interior Block 67A Parcel 23 ("the said property") and Transfer of Land relating to the same parcel between Messrs Cummings and McLaughlin and the Second Defendant dated the 13th January 1992.
- (2) Alternatively, the return of the sum of CI\$90,000.00, money paid by the Plaintiff to the First Defendant in respect of the said property and interest thereon of CI\$30,099.20 to the date hereof and the sum of CI\$18.24 per day from the date hereof.
- (3) Alternatively, an Order that the Second Defendant do hold the said property on constructive trust for the Plaintiff.
- (4) Alternatively, damages for misrepresentation made orally in December 1990 by the First Defendant and by the Second Defendant to the Plaintiff and in writing by the First Defendant by note of January 1991 and by letter of the Second Defendant dated 7th February 1991 and interest on such damages pursuant to the Judicature Law (1995 Revision).
- (5) Post-judgment interest pursuant to the Judicature Law (1995 Revision).
- (6) Further or other relief.
- (7) Costs.

DATED the 31<sup>st</sup> day of October 1996.

  
RITCH & CONOLLY



TO: The Clerk of Court

AND TO: The Defendants

FILED BY Messrs. Ritch & Conolly, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service is that of her said Attorneys-at-Law, P.O. Box 1994, 3rd Floor Royal Bank Building, George Town, Grand Cayman, B.W.I.