

IN THE GRAND COURT OF THE CAYMAN ISLANDS

GOOSA  
CAUSE NO. OF 2015

BETWEEN

JACQUELINE JOY EBANKS  
PLAINTIFF

PURLINER CAROL EBANKS

DEFENDANT

WRIT OF SUMMONS

TO: PURLINER CAROL EBANKS

Unit 2, Parkview Apartments, Capt. Reginald Drive, Mount Pleasant, West Bay

**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 Acknowledge of Service stating therein whether you intend to contest these proceedings.

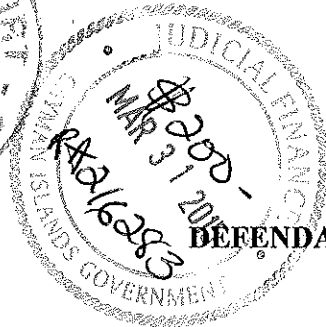
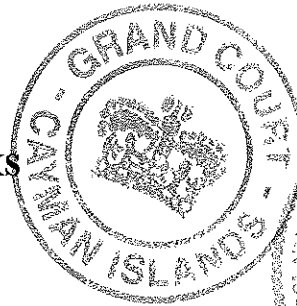
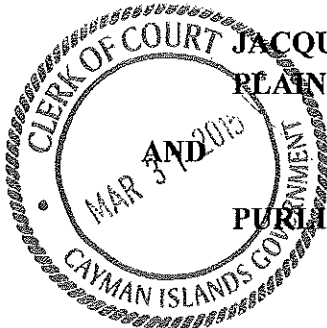
If you fail to supply the claim or to return the Acknowledgement within the time stated, or if you return the Acknowledgement without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this        day of March 2015.

NOTE – This Writ may be served later 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 Acknowledgement of Service are given with the accompanying form.



## STATEMENT OF CLAIM

1. By Agreement in writing dated 13<sup>th</sup> March 2009 (“2009 Agreement”) and restated and renewed on 2<sup>nd</sup> May 2013 (“2013 Agreement”), together the “Contract”, the Plaintiff agreed with the Defendant to lease the property registered in the Cayman Islands Land Registry as Block 11C, Parcel 306/1H1 (“Property”) with the house, ancillary buildings, yard, gardens and facilities on the premises. The lease is under terms including with an option to purchase.
2. The Plaintiff will refer to the Contract at the trial for its full terms and effect.
3. It was expressly provided at paragraph 5.3 of the 2009 Agreement and in paragraph 3 of the 2013 Agreement that:

“During the Lease and for any period that the Option remains in force hereunder, the Landlord shall ensure that the mortgage on the Property is paid in full and in a timely fashion and that the Landlord remains in full compliance with the terms of the charge. ....The Landlord shall provide, on a quarterly basis, a statement from the Landlord’s charge confirming the then current balance and those payments are being made in a timely manner”
4. That the Option remains in force and that despite numerous requests by the Plaintiff to the Defendant to provide the documents referred to in paragraph 3 above (“Documents”), the Defendant has failed to do so.
5. That the Defendant intends and threatens, unless restrained by this Honourable Court from doing so, to not provide the Documents to the Plaintiff.
6. By reason of the matters aforesaid the Plaintiff risks loss and damage.

### **AND the Plaintiff claims:**

- A. An order declaring that the Plaintiff is entitled under the contract to be provided by the Defendant with proof that the mortgage is being paid in a full and in a timely fashion; that the Defendant remains in compliance with the terms of the charge in favour of the lender banks [Scotiabank (Cayman) Ltd.](“Bank”) with security over the property confirming the current balance on account.
- B. An order declaring that that the Plaintiff is entitled under the contract to be provided by the Defendant with a statement from the Bank, on a quarterly basis, with all payments made to the Bank with respect to the Property and the loan thereon in order that the Plaintiff can be kept apprised of the payments by the Defendant to the Bank.

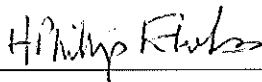
**C. Orders that the Defendant do forthwith obtain from the Bank and produce to the Plaintiff:**

- I. a statement from the Bank showing the balance on the Loan and all deposits and other transactions with respect to the Loan for the period 13 March 2009 through to date of this Order.
- II. a letter from the Bank setting out the details of any matter affecting the security of Loan and copies of all letters if any to the Defendant with respect to the Defendant's non-compliance with the terms of the Bank's charge over the Property.
- III. a monthly statement, commencing from the date of this order and continuing until the Contract is terminated (or the Option is exercised), showing all payments towards the Loan over the Property.
- IV. a quarterly statement, commencing from the date of this order and continuing until the Contract is terminated (or the Option is exercised), showing all payments made with respect to the loan over the Property, the date and time paid, whether or not payments were made timely and the balance due on the loan on the Property as at the date of the said statement.

D. Damages

E. Interest on Damages

F. Costs



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**H. Phillip Ebanks**

**Attorney-at-Law**

This Writ of Summons was filed by H. Phillip Ebanks, Attorney at Law for the Plaintiff, whose address for service is 62 Hospital Road Plaza, Unit H, George Town, Grand Cayman, KY1-1202, Cayman Islands.

**DIRECTIONS FOR ACKNOWLEDGEMENT OF SERVICE  
OF WRIT OF SUMMONS**

1. The accompanying form of Acknowledgement of Service should be completed by an Attorney on behalf of the Defendant or by Defendant if acting in person.

After completion it must be delivered or sent by post to the Law Courts, PO 495G, George Town, Grand Cayman.

2. A Defendant who states in his Acknowledgement of Service that he intends to contest the proceedings must also serve a defense on the Attorney for the Plaintiff (or on the Plaintiff if acting in person).

If a Statement of Claim is not endorsed 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 Acknowledgement, 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**

## Notes of Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgement 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 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 form 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 authorized to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney 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. The Defendant acting in person may obtain help in completing the form at the Court Office.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 0052 OF 2015

BETWEEN

JACQUELINE JOY EBANKS

PLAINTIFF

AND

PURLINER CAROL EBANKS

DEFENDANT

ACKNOWLEDGEMENT OF SERVICE  
OF WRIT OF SUMMONS

1. State the full name of the Defendant's by whom or on whose behalf the service of the Writ is being acknowledged.

2. State whether the Defendant intends to contest the proceedings.

\_\_\_\_\_ Yes

\_\_\_\_\_ No

3. If the claim against the Defendant is for a debt or liquidation 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.

\_\_\_\_\_ Yes

\_\_\_\_\_ No

Service of the Writ is acknowledged accordingly.

(Signed).....  
Attorney for

**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.

H. Phillip Ebanks  
Attorney-at-Law  
62 Hospital Road Plaza  
George Town, PO Box 30422,  
Grand Cayman KY1-1202, Cayman Islands

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