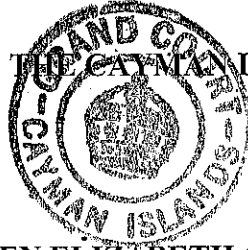


IN THE GRAND COURT OF THE CAYMAN ISLANDS



278
CAUSE NO. OF 2002
LEGAL AID NO. 111 OF 2000

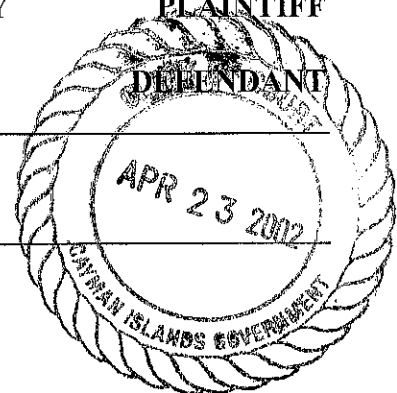
BETWEEN: NOREEN ELIZABETH CONNOLLY

PLAINTIFF

AND: HANKLIN EBANKS

DEFENDANT

WRIT OF SUMMONS



TO: Hanklin Ebanks
PO Box 265 West Bay
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, PO Box 495G, George Town, Grand Cayman, the accompanying Acknowledge of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy 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 23rd day of April 2002.

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 acknowledgement of Service are given with the accompanying form.

THIS WRIT WAS ISSUED BY C.S. Gill & Co, Attorneys-at-Law, whose address for service is 4th Floor, Genesis Building, P.O. Box 945, George Town, Grand Cayman, B.W.I.

STATEMENT OF CLAIM

1. On or around the 16th day of January 1998 the Plaintiff and the Defendant together purchased a piece of land registered at the Cayman Islands Land Registry and referred to therein as Registration Section Breakers Block 48C Parcel 207 ("the Property").
2. The total purchase price for the Property was CI\$18,000.00 (eighteen thousand dollars). The Plaintiff provided the sum of CI\$2,000.00 (two thousand dollars) in cash towards the purchase and deposited a further CI\$2,500.00 (two thousand five hundred dollars) with the Civil Service Association Co-operative Credit Union as security for a loan that was obtained to finance the balance of the purchase price.
3. The Property was placed onto the joint names of the Plaintiff and the Defendant it being their intention from the outset that they would build a house together which when complete would be their home.
4. On the 21st day of December 1998 the Plaintiff and the Defendant were engaged to be married to each other.
5. In or around December 1999 the Defendant suggested to the Plaintiff that they should set a wedding date. The parties agreed that they would get married on the 5th day of August 2000.
6. In or around the 3rd day of February 1999 the Plaintiff and the Defendant agreed to temporarily transfer the title to the Property to the Defendant. It was further agreed between the Plaintiff and the Defendant that the Property would be transferred back into their joint names at the end of February 1999.
7. Pursuant to the agreement referred to in paragraph 6 above on or around the 3rd day of February 1999 the Plaintiff and the Defendant attended before Mr. Harwell M. McCoy Justice of the Peace and executed the transfers of land. The Transfers were complete when executed save and except that the consideration for the transaction was left blank.
8. In or around the middle of March 1999 the Plaintiff and the Defendant began co-habiting in the Plaintiffs' house in Gun Bay, Grand Cayman and continued to co habit together until the 23rd day of August 2000. Throughout this period the Defendant made no financial contributions to the household expenses which were all met by the Plaintiff.

Cont'd

9. In breach of the agreements referred to in paragraph 6 above on or around the 8th day of April 1999 fraudulently and without the knowledge or consent of the Plaintiff the Defendant registered the Transfers at the Cayman Islands Land Registry. Prior to submitting the Transfers to the Land Registry for registration the Defendant altered them by inserting an amount of CI\$8,000.00 in respect of the consideration for the transaction and falsely indicating to the Land Registry that the Plaintiff had submitted and approved the alteration by forging the Plaintiff's signature on the said Transfers.
10. Subsequently the Plaintiff and the Defendant worked together in drawing up plans for the house that they were going to build on the land and which was now going to be their matrimonial home.
11. Between January 1998 and October 1999 the Plaintiff and the Defendant worked together to clear and fill the Property.
12. In or around October 1999 building work was commenced on the Property. By the 23rd day of August 2000 a home had been built up to the belting.
13. In or around July 2000 the Defendant admitted to having an improper relationship with another woman whom he subsequently married on the 26th day of August 2000.
14. When the Plaintiff discovered that the Defendant had transferred the Property into his sole name she asked the Defendant to transfer the Property back into their joint names which the Defendant refused to do.
15. The Plaintiff seeks and is entitled to a rectification of the land register in order to remedy the breach of the agreement referred to in paragraph 6 above and to have the title of the Property transferred back into the joint names of the Plaintiff and the Defendant.
16. Further or in the alternative the Plaintiff seeks and is entitled to damages in respect of the losses suffered by her as a result of the breach of the agreement referred to in paragraph 6 above.

AND THE PLAINTIFF claims:

1. A rectification of the land register in order to have title to the Property transferred back into the joint names of the Plaintiff and the Defendant.
2. Further or in the alternative damages for breach of contract

Cont'd

3. Interest pursuant to Section S34 of the Judicative Law on any damages awarded to the Plaintiff at such rate and for such period as the Honourable Court shall deem just.
4. Further and/or other relief.
5. Costs.

C. S. Gill & Co
C. S. GILL & CO.

TO: The Clerk of the Court

AND TO: Hanklin Ebanks
PO Box 265 West Bay
Grand Cayman