

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: ⁰⁵³¹ OF 2009

BETWEEN

B&B PROPERTIES LTD.

PLAINTIFF

AND

ANN MARIE LOGAN

DEFENDANT



WRIT OF SUMMONS



TO: Ann Marie Logan
42 Randyke Way
Randyke Gardens
George Town
Cayman Islands

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 495 GT, Grand Cayman, the accompanying Acknowledgement 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 day of October 2009

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.

STATEMENT OF CLAIM

1. The plaintiff is and has been at all material times the registered proprietor of the property known as Baytown Plaza Shopping Centre being all that parcel of land found at Registration Section George Town Central, Block 13E, Parcel 164 (the "Plaza").
2. By written lease dated 10 March 2009 (the "Lease") the defendant agreed to lease Unit No. 5 of the Plaza (the "Unit") from the plaintiff on the following terms and conditions, (amongst others):-
 - 2.1. The defendant to lease the Unit for a term of five (5) years commencing on 11 March 2009 and continuing to 10 March 2014 (the "Term").
 - 2.2. The defendant to pay the rent of CI\$2,291.66 per month ("Rent") and common area maintenance fees of CI\$458.33 per month ("Maintenance Fee") for the duration of the Term.
 - 2.3. The defendant to pay to the plaintiff interest at the rate of 7.25% on any Rent and/or Maintenance Fee paid later than 7 days after the due date for payment.
 - 2.4. The defendant to pay to the plaintiff on a full indemnity basis all reasonable costs, fees, charges, disbursements and expenses (including legal fees) properly and reasonably incurred by the plaintiff in relation to:-
 - 2.4.1. the contemplation, preparation and service of a notice under s. 56 of the Registered Land Law (2004 Revision) (the "Law"); or
 - 2.4.2. the contemplation or taking of proceedings under s. 56 of the Law; or

2.4.3. the recovery or attempted recovery of arrears of rent or other sums due under the Lease.

2.5. In the event that the Rent or the Maintenance Fee or any part thereof shall at any time be unpaid for 5 days after becoming payable, whether formally demanded or not, the plaintiff may serve on the defendant an eviction notice giving the defendant no less than 30 days in which to quit the Unit and remove all goods and valuables.

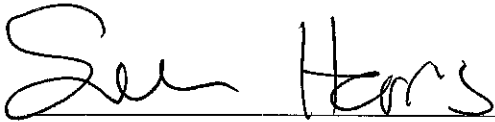
3. By letter dated 14 September 2009 the Plaintiff made demand on the defendant for the debt of CI\$4,169.54 for legal fees and CI\$73.74 in interest due and owing to the plaintiff pursuant to the terms of the Lease. The defendant has failed and/or refused to pay the debt demanded.
4. The defendant failed within 5 days of 1 September 2009 to pay the Rent and Maintenance Charges due to the plaintiff for the month of September.
5. On 15 September 2009, and in accordance with the terms of the Lease, the plaintiff served on the defendant an eviction notice giving the defendant 30 days to quit the Unit.
6. On 15 October 2009 the plaintiff, through its attorneys, gave notice to the defendant pursuant to s. 56 of the Law that it intended to file proceedings in the Grand Court for possession of the Unit (amongst other relief) in the event the defendant had not by 21 October 2009 either paid the September Rent and Maintenance Charges or quit the Unit.
7. The defendant has failed to pay the September Rent and Maintenance Charges and has failed to quit the Unit.
8. The defendant has no entitlement to possession of the Unit and her refusal and/or failure to quit the Unit amounts to a trespass that is continuing.

9. The plaintiff is entitled to possession of the Unit and has been deprived of the use and enjoyment of the Unit as a result of the defendant's refusal to quit the Unit.
10. The sum of CI\$2,291.66 per month represents a fair market rental for the Unit.

WHEREFORE THE PLAINTIFF CLAIMS:-

1. Possession of the Unit.
2. Judgment for the debt of CI\$2,749.99 for September Rent and Maintenance Fee due and owing pursuant to the Lease.
3. Interest on the outstanding September Rent and Maintenance Charges at the rate of 7.25% as provided in the Lease and accruing at CI\$0.55 per day from 7 September 2009 until the date of payment.
4. Judgment for the debt of CI\$4,169.54 for legal fees and interest due and owing pursuant to the Lease.
5. Judgment for damages in the amount of CI\$2,291.66 per month (or part thereof) from 22 October 2009 until possession of the Unit is delivered up, or such other amount of damages as the Court deems fit.
6. Interest on any judgment amount (other than judgment for the September Rent and Maintenance Fee) pursuant to s. 34(1) of the Judicature Law (2004 Revision) at the prescribed rate and for such periods as the Court thinks fit.
7. Costs and court and ad valorem fees payable on the judgment herein.

8. Further or other relief as the Court deems fit.

A handwritten signature in black ink, appearing to read "Solomon Harris", written over a horizontal line.

SOLOMON HARRIS
ATTORNEYS-AT-LAW FOR THE
PLAINTIFF

THIS WRIT OF SUMMONS was **FILED** by **SOLOMON HARRIS** of 3rd Floor, FirstCaribbean Bank, P.O. Box 1990, Grand Cayman, KY1-1104, Cayman Islands, Attorneys-at-law for and on behalf of the Plaintiff whose address for service is that of its said Attorneys-at-law.

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

The accompanying form of *Acknowledgment of Service* should be completed by an Attorney acting on behalf of the Defendant or by the Defendant 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.

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 acknowledgment 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.

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 installments or otherwise.

See over for notes for guidance

Please complete overleaf

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 authorized 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.

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