

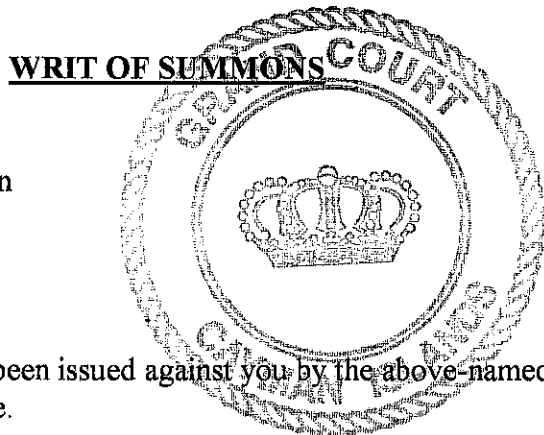
IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: <sup>273</sup> OF 1997

IN THE MATTER OF SECTION 55(2)(B) OF THE REGISTERED LAND LAW (1995 REVISION)

**BETWEEN:** WESTROCK CORPORATION  
(CAYMAN) LTD. **Plaintiff**

**AND:** LLOYD MCBEAN  
t/a BODY CONTOUR CARE SALON **Defendant**



**TO:** Lloyd McBean  
t/a Body Contour Care Salon  
P.O. Box 1278, GT  
Grand Cayman  
Cayman Islands, 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 next page.

**WITHIN** fourteen [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 any 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 *12<sup>th</sup>* day of *April*, 1997.

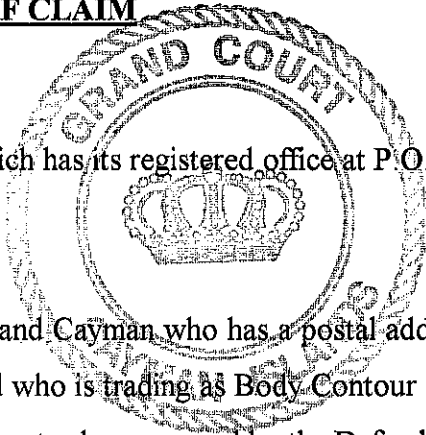
**NOTE** - This Writ may not be served later than 4 calendar months (*or, if leave is required to effect service out of the jurisdiction, 6 months*) beginning with that date unless renewed by order of the Court.

**IMPORTANT**

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

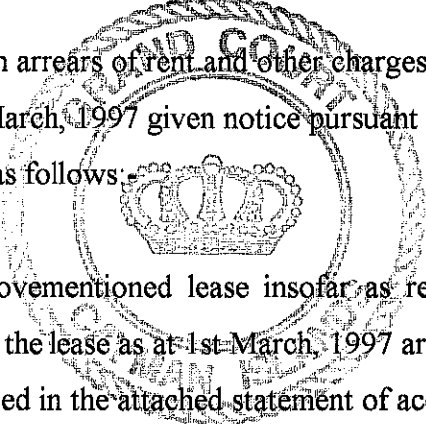
APR. 23. 1997

**STATEMENT OF CLAIM**

- 
1. The Plaintiff is a Cayman Islands company which has its registered office at P.O. Box 1790, George Town, Grand Cayman.
  2. The Defendant is a Caymanian resident in Grand Cayman who has a postal address of P.O. Box 1275, George Town, Grand Cayman and who is trading as Body Contour Care Salon, a massage, skin care and specialised hair treatment salon managed by the Defendant's sister-in-law, namely Sharon DaCosta McBean.
  3. By a lease in writing dated 3rd November, 1995 the Plaintiff let to the Defendant unit no. 7 in the building known as Tropic Centre No. 1 described as registration section West Bay Beach South, Block 12C, Parcel 198 ("the demised premises") for a term of five (5) years from 1st January, 1995 with an option to renew for a further five (5) years at the monthly rent of CI\$550.00.
  4. By the said lease the Defendant covenanted (inter alia) as follows:-
    - (i) to pay the rent of CI\$550.00 by monthly payments in advance on the 1st day of every month;
    - (ii) to pay pro rated assessments and outgoings in respect of the demised premises calculated by reference to the floor space.
    - (iii) to pay all charges for utilities including water charges.
  5. The said lease inter alia contained a proviso entitling the Plaintiff to forfeit the term and re-enter the demised premises in the event of the Defendant failing to pay to the Plaintiff the rents or any of them on the due date upon the Plaintiff serving a notice in accordance with Section 56 of the Registered Land Law ("the law") and the Defendant failing to meet the

requirements of the said notice.

APR. 23, 1997

6. The Defendant having been continuously in arrears of rent and other charges since at least September, 1995 was by letter dated 11th March, 1997 given notice pursuant to Section 56 of the said law. The letter stated inter alia as follows:
- 
- (i) That you are in breach of the abovementioned lease insofar as rent and other outgoings payable by you pursuant to the lease as at 1st March, 1997 are outstanding in the sum of CI\$3,256.46 as specified in the attached statement of account;
  - (ii) That you are required to remedy the breach by paying the full amount of the outstanding sum within fourteen (14) days of the date of this letter;
  - (iii) That if the outstanding sums are not paid within the specified period the landlord, pursuant the terms of the lease and the Registered Land Law will consider the lease forfeited and you will be required to vacate the premises forthwith, failing which court proceedings for possession will be commenced.
  - (iv) That regardless of whether the premises are vacated, the landlord will be seeking recovery, through court proceedings if necessary of all sums due pursuant to the lease and all recoverable legal costs.
7. The Defendant failed to meet the requirements specified in the said notice albeit tendered a bank cheque in sum of CI\$650.00 dated 14th March 1997 and a further cheque in the sum of CI\$611.00 dated 2nd April, 1997 which have not been accepted as payment in whole or in part of the sums due.
8. By reason of the Defendants failure to pay the sums referred to in paragraph 6 hereof the lease has become liable to become forfeited to the Plaintiff and is forfeited so that the Plaintiff is entitled to possession of the demised premise.
9. Neither the demised premises nor any part thereof is a dwelling - house.

10. **AND THE PLAINTIFF CLAIMS:-**

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1. A DECLARATION that the lease made between the Plaintiff and Defendant on 3rd November, 1995 ("the lease") was forfeited as of 25th March, 1997.
2. AN ORDER that the Defendant pay the Plaintiff the sum of CI\$3,866.92 (particulars of which are set out in appendix A hereto), together with all sums to become due from the date of the issuance of this writ until final judgment thereon.
3. MESNE PROFITS at the rate of CI\$550.00 per month from 1st May, 1997 together with prorated assessments, outgoings, utilities and other charges due arising until possession be delivered up.
4. INTEREST pursuant to Section 34 of the Jurisdiction Law at the rate of 7 3/8% per annum on the amount specified in the notice of 11th March 1997, namely CI\$3,256.46 from 1st March, 1997 to 21st April, 1997 (the date of issue of the writ) totaling CI\$33.56 and CI\$0.66 a day thereafter.
5. PRE-JUDGMENT interest at the rate of 7 3/8% per annum on the above sums and mesne profits from their due dates.
6. POST-JUDGMENT interest on the above sums and mesne profits at the rate of 7 3/8% per annum or at such other rate as may be fixed from time to time.
7. AN ORDER that the Plaintiff recover possession of the premises demised under the lease, being Unit No. 7 in the building known as Tropic Centre One erected on the land described as Registration Section West Bay South, Block 12C, Parcel 198 ("the demised premises").

8. AN ORDER that the Defendant give vacant possession of the demised premises to the Plaintiff within fifteen (15) days from the date of the final judgment sought herein.
9. FURTHER and/or other relief.
10. AN ORDER that the Defendant pay the Plaintiff's costs of this action.

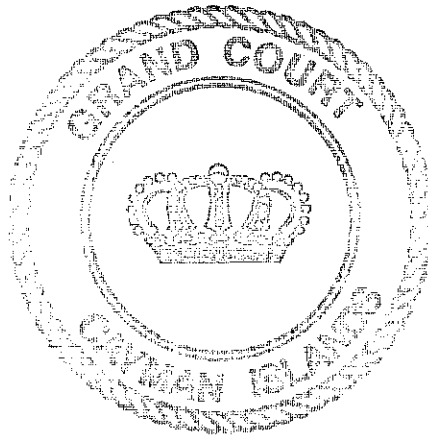
Dated the 12<sup>th</sup> day of April, 1997

  
Nelson & Company  
Attorneys-at-Law for the Plaintiff

To: The Clerk of the Courts

And to: The Defendant

APR. 23. 1997



**THIS WRIT OF SUMMONS** was issued by Nelson & Company, the attorneys-at-law for the plaintiff, whose address is the West Wind Building, P.O. Box 2075, George Town, Grand Cayman, Cayman Islands, B.W.I.

APPENDIX A

**STATEMENT OF ACCOUNT**

**Westrock Corporation (Cayman) Ltd**

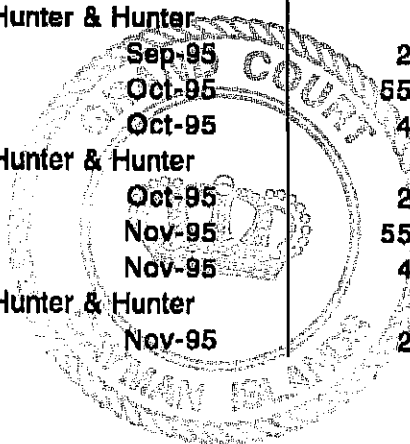
P.O. Box 1790, GT, Grand Cayman

Tel: 809-848-0445

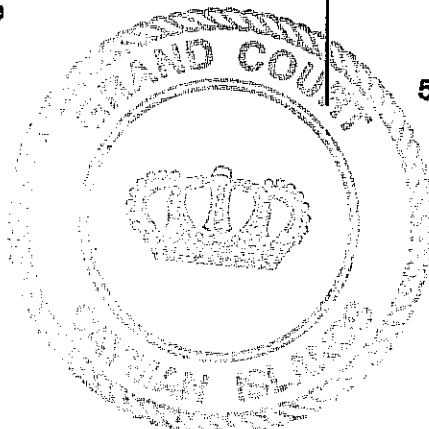
Name: **Body Contour Skin Care Salon**  
Unit # 7,

AS AT 22nd April 1997

DATE	PARTICULARS		DEBIT	CREDIT	BALANCE
1st Jan 95	Rent Due	Jan-95	275.00		275.00
1st Feb 95	Rent Due	Feb-95	275.00		550.00
6th Feb 95	Cheque received			705.00	-155.00
6th Feb 95	Cheque received			550.00	-705.00
1st Mar 95	Rent Due	Mar-95	275.00		-430.00
6th Mar 95	Cheque received			550.00	-980.00
1st Apr 95	Water	Mar-95	5.43		-974.57
	Rent Due	Apr-95	550.00		-424.57
	Sewerage	Apr-95	40.00		-384.57
3rd Apr 95	Cheque received			550.00	-934.57
1st May 95	Water	Apr-95	7.15		-927.42
	Rent Due	May-95	550.00		-377.42
	Sewerage	May-95	40.00		-337.42
1st May 95	Cheque received			550.00	-887.42
1st Jun 95	Water	May-95	13.08		-874.34
	Rent Due	Jun-95	550.00		-324.34
	Sewerage	Jun-95	40.00		-284.34
1st July 95	Water	Jun-95	24.45		-259.89
	Rent Due	Jul-95	550.00		290.11
	Sewerage	Jul-95	40.00		330.11
20th July 95	Cheque fm Hunter & Hunter			550.00	-219.89
1st Aug 95	Water	Jul-95	17.94		-201.95
	Rent Due	Aug-95	550.00		348.05
	Sewerage	Aug-95	40.00		388.05
1st Sept 95	Water	Aug-95	18.72		406.77
	Rent Due	Sep-95	550.00		956.77
	Sewerage	Sep-95	40.00		996.77
15th Sept 95	Cheque fm Hunter & Hunter			550.00	446.77
1st Oct 95	Water	Sep-95	29.93		476.70
	Rent Due	Oct-95	550.00		1,026.70
	Sewerage	Oct-95	40.00		1,066.70
3rd Oct 95	Cheque fm Hunter & Hunter			239.08	827.62
1st Nov 95	Water	Oct-95	20.24		847.86
	Rent Due	Nov-95	550.00		1,397.86
	Sewerage	Nov-95	40.00		1,437.86
1st Nov 95	Cheque fm Hunter & Hunter			550.00	887.86
1st Dec 95	Water	Nov-95	28.77		916.63

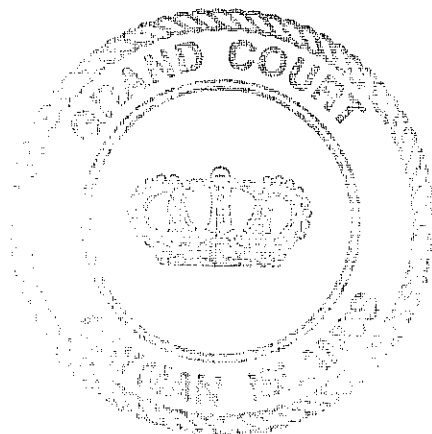


	Rent Due	Dec-95	550.00		1,466.63
	Sewerage	Dec-95	40.00		1,506.63
11th Dec 95	Cheque fm Hunter & Hunter			550.00	956.63
12th Dec 95	Returned cheque Re: 6th Mar 95		550.00		1,506.63
12th Dec 95	Returned cheque Re: 3rd Apr 95		550.00		2,056.63
12th Dec 95	Returned cheque Re: 1st May 95		550.00		2,606.63
22nd Dec 95	Cheque received			550.00	2,056.63
1st Jan 96	Water	Dec-95	39.56		2,096.19
	Rent Due	Jan-96	550.00		2,646.19
	Sewerage	Jan-96	40.00		2,686.19
1st Feb 96	Water	Jan-96	22.50		2,708.69
	Rent Due	Feb-96	550.00		3,258.69
	Sewerage	Feb-96	40.00		3,298.69
19th Feb 96	Cheque received			550.00	2,748.69
23rd Feb 96	Cheque returned		550.00		3,298.69
1st Mar 96	Water	Feb-96	39.02		3,337.71
	Rent Due	Mar-96	550.00		3,887.71
	Sewerage	Mar-96	40.00		3,927.71
6th Mar 96	Cheque received			550.00	3,377.71
25th Mar 96	Cheque received			1,500.00	1,877.71
1st April 96	Water	Mar-96	16.56		1,894.27
	Rent Due	Apr-96	550.00		2,444.27
	Sewerage	Apr-96	40.00		2,484.27
1st Mar 96	Water		28.35		2,512.62
	Rent	May-96	550.00		3,062.62
	Sewerage		40.00		3,102.62
7th May 96	Cheque Received			600.00	2,502.62
1st June 96	Water		27.94		2,530.56
	Rent	Jun-96	550.00		3,080.56
	Sewerage		40.00		3,120.56
6th June 96	Cheque Received			550.00	2,570.56
1st July 96	Water		22.00		2,592.56
	Rent	Jul-96	550.00		3,142.56
	Sewerage		40.00		3,182.56
8th July 96	Cheque Received			550.00	2,632.56
1st Aug 96	Water		23.76		2,656.32
	Rent		550.00		3,206.32
	Sewerage		40.00		3,246.32
	Chq Received			612.00	2,634.32
1st Sept 96	Sewerage		40.00		2,674.32
	Water		23.32		2,697.64
	Rent		550.00		3,247.64
	Chq Received			612.00	2,635.64
1st Oct 96	Sewerage		40.00		2,675.64
	Water		18.26		2,693.90
	Rent		550.00		3,243.90



1st Nov 96	Chq Received		610.00	2,693.90
	Sewerage	40.00		2,673.90
	Water	21.12		2,695.02
1st Dec 96	Rent	550.00		3,245.02
	Chq Received		611.12	2,693.90
	Sewerage	40.00		2,673.90
1st Jan 97	Water	29.70		2,703.60
	Rent	550.00		3,253.60
	Chq Received		612.00	2,641.60
14th Feb 97	Sewerage	40.00		2,681.60
	Water	24.64		2,706.24
	Rent	550.00		3,256.24
1st Mar 97	Chq Received		614.64	2,641.60
	Sewerage	40.00		2,681.60
	Water	25.52		2,707.12
1st Apr 97	Rent	550.00		3,257.12
	Chq Received		612.00	2,645.12
	Sewerage	40.00		2,685.12
1st Apr 97	Water	21.34		2,706.46
	Rent	550.00		3,258.46
	Sewerage	40.00		3,296.46
1st Apr 97	Water	20.46		3,316.92
	Rent	550.00		3,866.92

APR 23 1997



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

CAUSE NO: <sup>273</sup> OF 1997

In the matter of Section 55(2) of The Registered Land Law (1995 Revision)

**BETWEEN:** WESTROCK CORPORATION  
(CAYMAN) LTD. **Plaintiff**

**AND:** LLOYD McBEAN  
t/a BODY CONTOUR CARE SALON **Defendants**

**ACKNOWLEDGEMENT 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 and information required is omitted or given wrongly, **THIS FORM MAY HAVE TO BE RETURNED**

---

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 appropriate box*)  
 YES  NO

---

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 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.*

<p><i>Nelson &amp; Company P.O. Box 2075, G.T. West Wind Building Grand Cayman Cayman Islands</i></p>
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*Indorsement by defendant's Attorney (or by defendant if suing in person) of his name, address and reference, if any, in the box below.*

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

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

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

2. 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 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 acknowledging 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.

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 Acknowledgement 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 instalments or otherwise.

*See over for notes for guidance*

*Please complete overleaf*

## Notes for Guidance

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 authorised 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.