

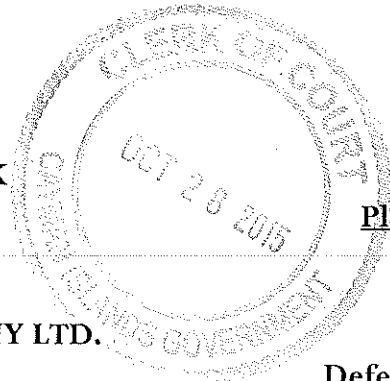
IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION

CAUSE No. of 2015
60193

BETWEEN:



JAY EASTERBROOK



Plaintiff

-and-

COBALT COAST COMPANY LTD.

Defendant

WRIT OF SUMMONS

TO:

COBALT COAST COMPANY LTD.
190 ELGIN AVENUE, PO BOX 1034
GRAND CAYMAN, KY1-9005
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 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 28th day of October 2015

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 Acknowledgment of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. The Defendant is and was at all material times a company limited by shares which owns and / or operates Cobalt Coast Resort, West Bay Block 4B, Parcels 581 and 582 ('the Resort'). Agreements concerning the construction of the Resort were made in late 1999 and the Plaintiff was one of the contractors retained to undertake the necessary works.

2. On or about 15 October 1999, the Plaintiff and Defendant entered a lease agreement ('the Lease') permitting the Plaintiff to construct a dwelling ('the Dwelling') upon the Resort in which he would be entitled to reside for a period of 16 years. Amongst other terms, the following were terms of the Lease:
 - a. By Clause (b) that the Plaintiff would be entitled to reside in and enjoy the Dwelling without interference from the Defendant, provided he complied with the terms of the Lease;

 - b. By Clause (g) that the Defendant would retain the right to sell the Dwelling as part of any sale of the Resort, save that if such a sale took place during the currency of the Lease, the Plaintiff would be entitled to US\$ 100,000.00 by way of compensation;

 - c. Pursuant to Clause (h) were the Dwelling to be unoccupied for a continuous period of 4 weeks or more, the Defendant would be entitled to place it in the Resort rental pool and the Plaintiff would be entitled to 50% of any net rental proceeds; and

 - d. By Clause (m) that the Lease could only be terminated on terms agreed in writing between the parties before the date of its expiry.

3. On or about 5th August 2015, the Defendant prevented the Plaintiff from entering and occupying the Dwelling and possession of the Dwelling was not surrendered back to the Plaintiff before the expiry of the Lease. Despite the Plaintiff's protests to Mr Barendrecht, of the Defendant, he was not allowed to access the Dwelling.
4. On 1st September 2015 Messrs Bodden & Bodden wrote to the Defendant complaining that the Plaintiff had been excluded from the Dwelling. The Defendant did not surrender possession in response.
5. Furthermore, between May 2015 and August 2015, but in any event before the expiry of the Lease, the Defendant entered into an agreement to sell the Resort to a third party. To date, however, the Defendant has failed to provide the Plaintiff with US\$ 100,000.00 as required by the terms of the Lease.
6. Consequent upon the above, the Defendant stands in breach of the terms of the Lease and committed a trespass.

PARTICULARS OF BREACH AND / OR TRESPASS

The Defendant its servants or agents breached the Lease in that they:

- a. Prevented the Plaintiff from entering the Dwelling in August 2015 and before the expiry of the Lease;
- b. Caused, permitted or allowed the locks allowing access to the Dwelling to be changed without the Plaintiff's consent, thereby preventing him from accessing the Dwelling at will;
- c. Failed adequately or at all to surrender possession of the Dwelling to the Plaintiff upon his demands, whether made orally or through attorneys;

- d. Excluded the Plaintiff from the Dwelling unlawfully and without proper grounds for terminating the Lease or, in the alternative, without first having properly terminated the Lease; and
- e. Failed, upon agreement for sale of the Resort, on whatever basis, made prior to the expiry of the Lease to pay the Plaintiff the sum of US\$ 100,000.00.

7. By reason of the above matters, the Plaintiff has suffered loss and damage:

PARTICULARS OF LOSS

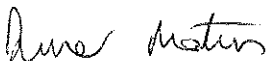
The Plaintiff has been denied the sum of US\$ 100,000.00 which he is due as compensation arising from the sale of the Resort before 15th October 2015. The Plaintiff is entitled to damages for trespass.

8. The Plaintiff claims interest upon such sums as may be awarded to him at such rate and for such period as the Court finds fit pursuant to section 34 of the Judicature Law (2013 Revision).

AND the Plaintiff Claims:

1. Damages;
2. Interest as mentioned above;
3. Costs; and
4. Such other or further relief as the Honourable Court finds fit.

DATED this 28th day of October 2015



DINNER MARTIN ATTORNEYS
Attorneys-at-Law for the Plaintiff

To: The Defendant
AND TO: The Clerk of the Court

THIS WRIT OF SUMMONS AND STATEMENT OF CLAIM is filed by Dinner Martin Attorneys, attorneys for the Plaintiff, whose address for service is that of his said attorneys, namely Dinner Martin Attorneys of 3rd Floor, One Capital Place, Shedden Road, P.O. Box 10190, Grand Cayman KY1-1002 Cayman Islands [Our reference 1225-0001].

**DIRECTIONS FOR ACKNOWLEDGMENT
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 495GT, 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 if acting in person).

If a Statement of Claim is indorsed on the Writ (ie., 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 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 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 of 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 his 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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS
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CAUSE No. of 2015

BETWEEN:

JAY EASTERBROOK

Plaintiff

-and-

COBALT COAST COMPANY LIMITED

Defendant

ACKNOWLEDGMENT 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. If any information required is omitted or given wrongly, THIS FORM MAY HAVE TO BE RETURNED.

Delay may result in judgment being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.

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

3. If the claim against the Defendant is for a debt or liquidated 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 (tick appropriate box).

yes

no

Service of the Writ is acknowledged accordingly.

(Signed) _____

Attorney for

Address for service:

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.

Dinner Martin Attorneys 3 rd Floor, One Capital Place P.O. Box 10190 Grand Cayman KY1-1002 Attention: David Dinner Reference: 1225-0001

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

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