

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. ~~593~~ 93 OF 1997

BETWEEN:

GOLFCO LTD.

PLAINTIFF

AND:

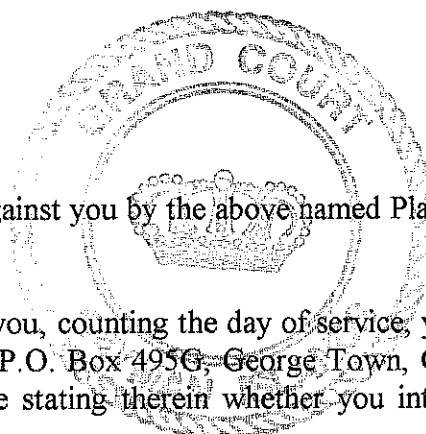
PEGGY WOOD

DEFENDANT

WRIT OF SUMMONS

JUL 23 1997

TO: Peggy Wood
Unit 2A Sunshine Apartments
George Town, 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, P.O. Box 495G, George Town, 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 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 ²³ day of July 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 the date of issue unless renewed by order of the Court.

IMPORTANT

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

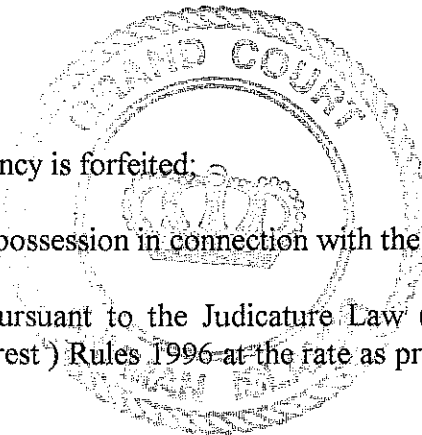
STATEMENT OF CLAIM

1. The Plaintiff is a corporation registered pursuant to the laws of the Cayman Islands and is the registered proprietor of lands and premises described municipally as the Sunshine Apartments and is registered as George Town East, Block 20D, Parcels 160 and 161..
2. The Defendant is an individual residing in unit 2 A of the said Sunshine Apartments (hereinafter referred to as the "premises").
3. A lease respecting the subject premises was entered into on May 23, 1995 between Cayman Islands Reality Property Management Ltd, as agent for the landlord, Golfco. Ltd., and Peggy Wood, as tenant. Such lease contained the following terms, *inter alia*:
 - a. That Wood pay rent in the monthly sum of \$850.00;
 - b. That the term of tenancy be from May 24, 1995 to May 31, 1996.
4. No further lease was entered into for a period following May 31, 1996, and accordingly the tenancy became a monthly periodic tenancy as prescribed by the Registered Land Law (1995 Revision).
5. Wood failed to pay rent as agreed and as of July 9, 1997, Wood owed in rental arrears the sum of \$12,577.21.
6. On July 9, 1997 a Notice of Forfeiture was served on Wood giving notice that the tenancy was terminated failing the payment of all arrears by July 16, 1997.
7. Wood has failed to pay the arrears required by the said Notice and has failed to deliver up possession of the premises.
8. As a result of the aforesaid, the Plaintiff is entitled to relief as claimed herein.

AND THE PLAINTIFF claims:

1. \$12,577.21 for rental arrears;
2. Mesne Profits;
3. A declaration that the said tenancy is forfeited;
4. Leave to have issued a writ of possession in connection with the said premises;
5. Interest on the said arrears pursuant to the Judicature Law (1995 Revision) and the Judgment Debts (Rates of Interest) Rules 1996 at the rate as prescribed of 7 3/8% or at

JUL 23 1997



such other rate as may be prescribed or as this Honourable Court deems just from the date of issuance of this proceeding.

6. Costs:

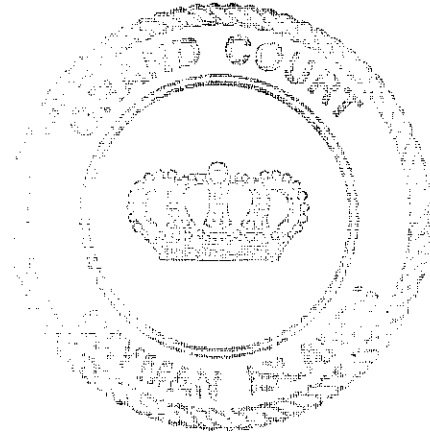
Dated: July 21, 1997


COLLINS BROADHURST & FURNISS
Attorneys-at-Law for the Plaintiff

TO: The Clerk of the Court

JUL 23 1997

AND TO: Peggy Wood



This Writ of Summons was issued by Collins Broadhurst & Furniss whose address for service is Collins Broadhurst & Furniss, Attorney-at-Law, P.O. Box 2503, George Town, Grand Cayman, Cayman Islands, British West Indies, Attorneys for the Plaintiff.

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

1. The accompanying form of *Acknowledgement 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, G.T. Grand Cayman.

2. A Defendant who states in his Acknowledgement 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 not endorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2). the defence must be served within fourteen (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 endorsed on the Writ, the defence need not be served until fourteen (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 within 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 fourteen 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.

Notes for 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 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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 593 OF 1997

Between:

GOLFCO LTD.

Plaintiff

-and-

PEGGY WOOD

Defendant

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

Delay may result in judgement 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 judgement entered by the Plaintiff (*tick box*)

Yes []

Service of the Writ is acknowledged accordingly

(signed) _____

[Attorney] for

[Defendant in Person]

Address for service:

Please see overleaf.....

Notes on address for service

Attorney: where 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 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.

**COLLINS, BROADHURST & FURNISS
ATTORNEYS-AT-LAW
P.O. BOX 2503 ELIZABETHAN SQUARE
GEORGE TOWN, GRAND CAYMAN
BRITISH WEST INDIES**

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