

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 786 OF 199

**BETWEEN (1) DR. RUDYARD ROBINSON
(2) YVONNE ROBINSON**

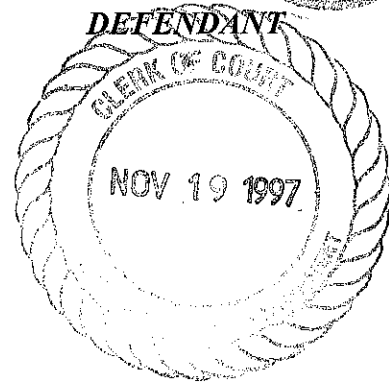
PLAINTIFFS

AND MARION WEBSTER

DEFENDANT

WRIT OF SUMMONS

**TO: MARION WEBSTER
Shedden Road
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 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 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 judgement may be entered against you forthwith without further notice.

Issued this day of 199

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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

OF 199

BETWEEN

(1) *DR. RUDYARD ROBINSON*
(2) *YVONNE ROBINSON*

PLAINTIFFS

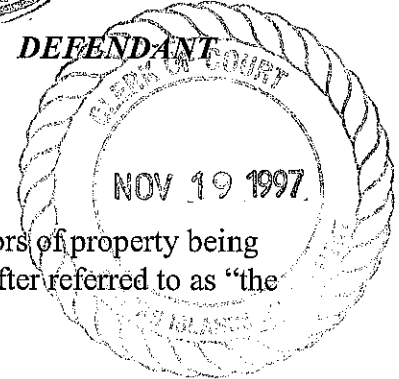
AND

MARION WEBSTER

DEFENDANT

STATEMENT OF CLAIM

1. The Plaintiffs were at all material times the registered proprietors of property being Registration Section Savannah, Block 27C Parcel 427 (hereinafter referred to as "the property).
2. The Defendant is a resident of the Grand Cayman Island and was at all material times a tenant of the Plaintiff's at the property.
3. By a lease made the 29th day of July 1994 the Plaintiffs demised to the Defendant the property for a term of 29 months commencing the 1st day of August 1994 at the rent of CI\$1,550.00 per month payable in advance on the first day of each month and which said rental was increased firstly to CI\$2,200.00 in 1995 and finally to CI\$3,000.00 per month as of the 1st day of May 1997. It was further understood between the parties that the moneys paid by the Defendant as rent to the Plaintiffs would be applied to the Plaintiffs' mortgage payment in respect of the property.
4. By Clause dealing with Utility Bills in the said lease the Defendant covenanted to pay all water, electricity, telephone and garbage collection bills in respect of the property.
5. By Clause 2 of the agreement the Defendant agreed to keep the structure and exterior of the property in good repair, fair wear and tear excepted.
6. On the 28th day of August 1994 the Defendant entered into an agreement for the purchase of the property for the sum of CI\$251,549.20 with completion set for on or before the 1st day of January 1997 and subject to the Defendant abiding by the terms and conditions stipulated in the lease heretofore referred to. It was a further agreement between the parties that rental paid under the lease would be applied against the said purchase price.
7. That sometime in or around the month of June 1997 the Defendant vacated the property.



8. That at the time that the Defendant vacated the property she was in breach of the Clauses mentioned in paragraphs 3, 4 and 5 hereof of the lease agreement.
9. In consequence of the said breaches the Plaintiffs have suffered loss and damage.

Particulars of Loss & Damage

<i>(a) Loss of Rent</i>	<i>CI\$6,000.00</i>
<i>(b) Bank Charges</i>	<i>CI\$ 40.00</i>
<i>(c) Costs of repairing damages to property</i>	<i>CI\$4,670.00</i>
<i>(d) Fax & Telephone Charges</i>	<i>CI\$ 414.86</i>
<i>(e) Travel to & from the Cayman Islands</i>	<i>CI\$ 605.65</i>
<i>(f) Hotel Accommodation</i>	<i>CI\$ 216.00</i>
<i>(g) Courier Charges</i>	<i><u>CI\$ 15.71</u></i>
	<i>CI\$11,962.22</i>

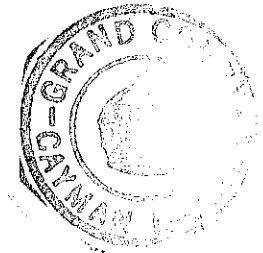
AND THE PLAINTIFF CLAIMS:

1. The sum of CI\$11,962.22;
2. Interest at the Statutory rate as of the 30th June 1997 to Judgement;
3. Costs.

Dated this *14th* day of *November* 1997

L. A. Samson + Co

L. A. Samson & Co.
Plaintiffs Attorneys-at-Law



THIS WRIT was issued by L. A. Samson & Co., Attorneys-at-Law, for and on behalf of the Plaintiffs whose address for service is that of their said Attorneys-at-Law, Ground Floor, Sigma Building, Smith/Hospital Roads, George Town, Grand Cayman.

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BETWEEN (1) DR. RUDYARD ROBINSON
(2) YVONNE ROBINSON PLAINTIFFS
AND MARION WEBSTER 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 name of the Defendant by whom or on whose behalf the service of this Writ is being acknowledged.

2. State whether the Defendant intends to contest the proceedings (tick the 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 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 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 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:

L. A. SAMSON & Co.
Ground Floor
Sigma Building
Smith/Hospital Roads
George Town, Grand Cayman

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

[Empty box for Defendant's Attorney indorsement]