

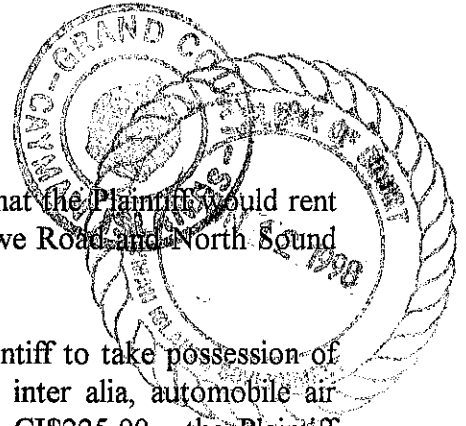


## STATEMENT OF CLAIM

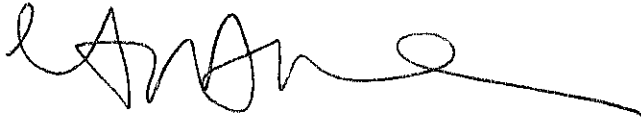
1. By an oral agreement made in March 1997 it was agreed that the Plaintiff would rent space owned by the Defendant at premises situated at Crewe Road and North Sound Way ("the property").
2. Pursuant to the agreement, the Defendant allowed the Plaintiff to take possession of the property whereon the Plaintiff carried on business of, inter alia, automobile air conditioning repairs. The monthly agreed rent was to be CI\$225.00. the Plaintiff commenced occupation of the property in March 1997.
3. In April 1997 the Defendant unilaterally increased the rent to CI\$250.00 and instructed the Plaintiff that he had to construct a suitable shed with a roof in order to continue to carry on his business.
4. The Defendant refused to provide the Plaintiff with a written agreement until the shed had been constructed. The Defendant verbally informed the Plaintiff that if he decided to leave the property he would compensate him for building the shed. The Plaintiff had carried out work to the value of CI\$2, 200.00.
5. A written agreement had been prepared but it did not include a figure for the amount of rent that was to be paid. The Defendant insisted that the Plaintiff sign the document without it providing specifically for the amount of rent to be paid. The Plaintiff refused to sign that document.
6. On or about 4 July 1997, following an incident between the Defendant and another person, the Defendant falsely accused the Plaintiff and his employees of interfering with his business equipment. The Defendant, in breach of the agreement, refused to allow the Plaintiff or his employees access to the property.
7. The Defendant refused to allow the Plaintiff or his employees access to the property unless they paid an increased monthly rental of CI\$400.00.
8. The Plaintiff refused to pay the Defendant the extra rent and was refused access to the property. The Plaintiff's tools and equipment was store on the property. On returning to the site to collect his tools and equipment, the Plaintiff discovered that the Defendant had destroyed them. The tools were valued at CI\$4,575.00.
9. By reason of the foregoing the Plaintiff has suffered loss and damage as pleaded in paragraphs 4 and 8.

AND THE PLAINTIFF claims:

- (1) CI\$6,775.00 or alternatively damages for breach of agreement;



- (2) Further, pursuant to The Judicature Law (1995 Revision), the Plaintiff is entitled to and claims interest on such sums as are found to be due at such rate and for such period as the Court shall think fit.
- (3) Costs

A handwritten signature in black ink, appearing to be 'C. H. Allen', with a long horizontal line extending to the right.

THIS WRIT was issued by Clyde H. Allen BSc whose address for service is Brooks & Brooks, Attorneys-At-Law, PO Box 1355, Grand Cayman, British West Indies

IN THE GRAND COURT OF THE CAYMAN ISLAND  
HOLDEN AT GEORGE TOWN, GRAND CAYMAN

CAUSE NO.      OF 1998

BETWEEN  
AND:

KENNETH DAVIS  
MR. LEWIS EBANKS

PLAINTIFF  
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.

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1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.

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2. State whether the Defendant intends to contest the proceedings (*tick appropriate box*)

yes       no

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3. If the claim against the Defendant is for a debt or a 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 box*)

yes

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Service of the Writ is acknowledged accordingly

(Signed).....

[Attorney] for

Address for service: (please see overleaf)

*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 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.*

C. H. Allen BSc  
Brooks & Brooks  
Attorneys-At-Law  
PO Box 1355 GT  
Grand Cayman  
Cayman Islands  
BWI

*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]