

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 474 OF 1998

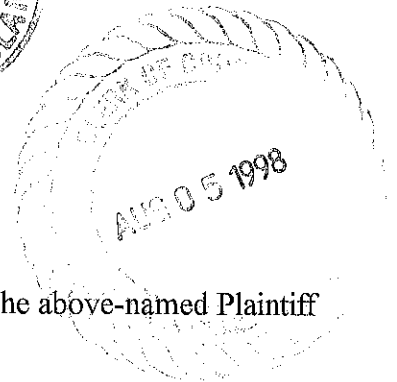
BETWEEN: JACK DUFFY - PLAINTIFF
AND: VICTOR J.C. WARING DEFENDANT

WRIT OF SUMMONS

TO: Victor J C Waring
c/o JEC Building Consultants
Upper Floor, Queen's Court
West Bay Road

or

"Lori Lei" - Cayman Kai (3rd house on right past
"The Pools" -just before "Ivory Point"
(car license plate # 51688)
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 Courts Office, P O Box 495, George Town, Grand Cayman, the accompanying Acknowledgement of Service form stating therein whether you intend to contest the proceedings.

If you fail to satisfy the claim or to 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 , 1998.

NOTE-this Writ may not be served later than 4 calendar months.

IMPORTANT

Directions for Acknowledgement of service are given with the accompanying form

STATEMENT OF CLAIM

1 The Plaintiff is an individual who has Permanent Residency with a right to reside in the Cayman Islands and at the material time was the owner of the property known as "Bali Hai Kai" ("the Landlord") which property is located at Registration Section: Rum Point Block: 33B Parcel 42 ("the premises"). The Premises consists of a large house ("the main house") and a smaller house ("the bungalow").

2 The Defendant is an individual who resides in the Cayman Islands and at the material time was a tenant of the Plaintiff living at the premises described at paragraph 1 above ("the tenant").

3 On or about 3rd February, 1997, the Plaintiff and the Defendant entered into a written Agreement for the rent of the premises whereby it was expressly agreed that the Defendant would take the premises for a term commencing on 15th February, 1997 set to expire on 31st December, 1998 at a monthly rent of CI\$2,630.00 for the main house, which amount was payable as from 15th February, 1997 and a rent of CI\$800.00 for the bungalow which amount was payable from 1st March, 1997. The said tenancy was terminated by letter dated 30th May, 1998 sent to the Plaintiff by the Defendant in which the Defendant indicated that he would be leaving the Cayman Islands at the end of July, 1998 as a result of non-renewal of his work permit.

4 It was an expressed term of the said Agreement that the Tenant would pay the cost of all electricity, telephone and water furnished to the premises and that the Landlord would pay all maintenance fees and assessments plus the costs of necessary repairs which could be paid by the tenant and charged to the Landlord. It was an expressed term of the said Agreement that the Landlord would keep the premises and furniture in tenantable repair and condition.

5 On or about 20th April, 1997 the said Agreement was varied by the Parties in writing whereby the rent for the main house would be subject to no deductions and that any funds that were expended on the main home for repairs/ replacements etc. were to be deducted from the rent owed for the bungalow. It was also stipulated in the said variation that a telefax should be sent to the Plaintiff relating to any outlay of labour or money and the fact that any expenses to be charged were subject to the prior approval of the Plaintiff was reiterated in a letter from him to the Defendant dated 5th September, 1997.

6 In breach of the said Agreement the Defendant has now sought to charge the Plaintiff the sum of CI\$15,636.52 on the basis of his replacement and /or repairs to various items at the main house which items and repairs were not authorised or approved of by the Plaintiff. The Defendant has sought to charge this amount as a set-off against rents totalling CI\$13,600.00 which he owes as rental funds payable on the said bungalow.

7 The Plaintiff since receiving the claims of the Defendant has repeatedly requested copies of receipts to substantiate the claim made by the Defendant for reimbursement of the said CI\$15,636.52 but to date no receipts are forthcoming

8 The Plaintiff denies that the Defendant is entitled to the said CI\$15,636.52 and is therefore claiming the CI\$13,600.00 which is owed as rent by the Defendant from him, in the absence of receipts for items claimed.

WHEREFORE THE PLAINTIFF CLAIMS

:

(I) Principal Amount Outstanding	CI\$13,600.00
(II) Statutory Interest	
(III) Legal fees and Costs	_____
TOTAL	\$

Dated this 5th day of August, 1998.

Brooks & Brooks
BROOKS & BROOKS
Attorney-At-Law
for the Plaintiff

PLEASE NOTE that if within the time for returning the Acknowledgement of Service (i.e 14 days) the Defendant pays the total amount claimed of CI\$13,600.00 plus costs of CI\$500.00 and disbursements of CI\$170.00 (Total CI\$14,270.00) further proceedings will be stayed. The money must be paid to the Plaintiff or his Attorney-At-Law.

THIS WRIT IS ISSUED by Brooks & Brooks Attorney-At-Law for the Plaintiff whose address for service is 2nd floor Harbour Centre, P.O. Box 1355, George Town, Grand Cayman.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 474 **OF 1998.**

BETWEEN: JACK DUFFY

PLAINTIFF

AND VICTOR J C WARING

DEFENDANT

**ACKNOWLEDGEMENT OF SERVICE
OF WRIT OF SUMMONS**

If you intend to instruct an Attorney-At-Law 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**

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

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
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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

No

Service of the Writ is acknowledged accordingly

(signed)

[Attorney] for

[Defendant in person]

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 communication for him should be sent. In the case of a limited company, "residence" means its registered or principal office.

Endorsement by Plaintiff's Attorney (or by Defendant if suing in person) of his Name, Address and References, if any, in the box below.

**Brooks & Brooks
Attorneys At Law
2nd Floor Harbour Centre
P O Box 1355GT GRAND CAYMAN**

Endorsement by Defendant's Attorney (or by Defendant if suing in person) of his Name,

Address and Reference, if any, in the box below.