

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 78/ OF 1998

BETWEEN BURNELL HURLSTON

PLAINTIFF

AND ANTHONY BODDEN

DEFENDANT

SPECIALLY ENDORSED WRIT OF SUMMONS

**TO: Mr. Anthony Bodden c/o H. M. Northward Prison, P.O. Box 1807 G.T.,
Grand Cayman**

THIS SPECIALLY ENDORSED 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.

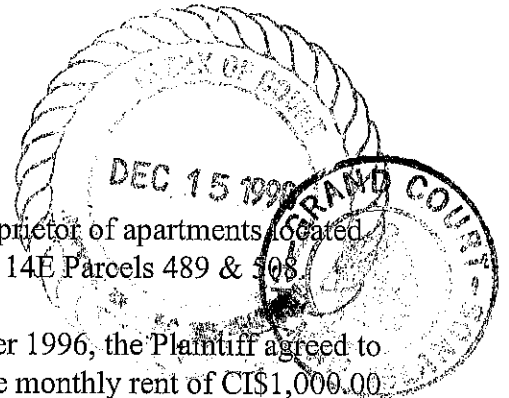
Issued this 15th day of December 1998.

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.

STATEMENT OF CLAIM



1. The Plaintiff is and was at all material times the proprietor of apartments located at Registration Section George Town Central Block 14E Parcels 489 & 508.
2. By an oral agreement made on or about 1st November 1996, the Plaintiff agreed to let one of the said apartments to the Defendant at the monthly rent of CI\$1,000.00 payable on the 1st day of each consecutive calendar month.
3. On or about the 12th day of May 1998 the Defendant abandoned the premises, at which time the rent was and remains one month in arrears.
4. It was at all material times an implied term of the said agreement that the Defendant as tenant would keep the said premises in good and tenable repair and consequently would be liable for any damage therein.
5. In breach of the said implied term the Defendant failed to keep the premises in good and tenable repair and as a result the Plaintiff has suffered damage and the value of his reversion was diminished by an amount equal to the cost of repairing the said premises.

PARTICULARS

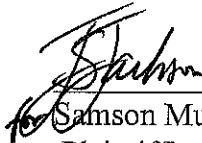
Cost of replacing one sofa damaged beyond repair- CI\$300.00
Cost of repairing damaged cabinets – CI\$ 1,300.00

AND THE PLAINTIFF CLAIMS:

1. The sum of CI\$2100.00 being the cost of repairs to the said premises.
2. The sum of CI\$1,000.00 being the rent in arrears.
3. Interest at the Statutory rate.
4. Costs.

If, within the time for returning the Acknowledgement of Service, the Defendant pays the total amount claimed of \$3,974.72 (including interest and cost) further proceedings will be stayed. The money must be paid to the Plaintiff or his Attorney.

Dated this 15th day of December 1998



to Samson Murray Jackson
Plaintiff's Attorney

THIS WRIT was issued by Samson Murray Jackson, Attorneys-at-Law, for and on behalf of the Plaintiff, whose address for service is that of their said Attorneys-at-Law, The Ground Floor (West Wing) Sigma Building, Smith/Hospital Roads, George Town, Grand Cayman.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. OF 1998

BETWEEN HURLSTON PAINT & JANITORIAL PLAINTIFF
AND ANTHONY BODDEN 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:

SAMSON MURRAY JACKSON
Attorneys-at-Law
The Ground Floor (West Wing)
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: