

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

CAUSE NO. <sup>485</sup> OF 1999

BETWEEN: MINI WAREHOUSE TWO LTD

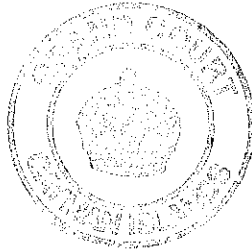
PLAINTIFF

AND: RUBY HARRIS

DEFENDANT

**WRIT OF SUMMONS**

TO: *Ruby Harris*  
*C/o Atlantis Submarines*  
*The Waterfront*  
*South Church Street*  
*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 Acknowledgement without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgement without further notice to you.

Issued this 11<sup>th</sup> day of August, 1999.

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

### AND THE PLAINTIFF claims:-

1. The Plaintiff is a company duly registered under the laws of the Cayman Islands and licenced to carry on business as suppliers of warehouse for storage and self service in the Cayman Islands having its registered office at P.O. Box 871, Grand Cayman.
2. The Defendant is a resident of Grand Cayman and works at Atlantis Submarines, The Waterfront, South Church Street and her postal address is P.O. Box 359, George Town, Grand Cayman.
3. By a written agreement made on the 19<sup>th</sup> day of June, 1992 the Plaintiff agreed to let and the Defendant agreed to take the premises known as Mini Warehouse II Unit # 120 on a month to month basis at a rate of CI\$280.00 per month payable in advance.
5. The Defendant has failed to pay the reserved rent for the period 19<sup>th</sup> day of December 1992 to 30<sup>th</sup> day of June 1995 in consequence whereof the Defendant is indebted to the Plaintiff in the amount of CI\$9,568.00.
6. Full particulars of the above have already been delivered to the Defendant and despite requests in writing the Defendant has failed to pay the amount due to the Plaintiff in the sum of CI\$9,568.00.

### AND THE PLAINTIFF claims:-

1. Under paragraph 6 hereof the sum of CI\$9,568.00.
2. Interest in the sum of CI\$2,898.86 calculated at the rate of 7 3/8 % per annum from 30<sup>th</sup> day of June 1995 to the date of issue herein.
4. Continuing interest until judgment or sooner payment pursuant to Section 4 of the Judicature Law at the daily rate of CI\$1.93.
5. Costs.

N.B. These proceedings will be stayed if within fourteen (14) days of service hereof the Defendant makes payment to the Plaintiff's Attorneys-at-Law of the liquidated sum herein of CI\$12,466.86, together with costs in this action in the sum of CI\$380.00.

*C.S. Gill & Co.*

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C.S. Gill & Co.

Attorneys at Law for the Plaintiff

**THIS WRIT** was issued by C.S. Gill & Co, Attorneys-at-Law, whose address for service is 4th floor, Genesis Building, PO Box 945, George Town, Grand Cayman, BWI.