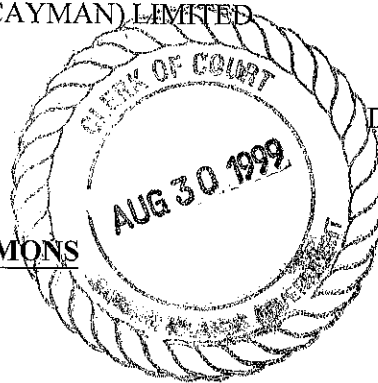


IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 509 OF 1999

BETWEEN: NAUTILUS INTERNATIONAL (CAYMAN) LIMITED PLAINTIFF
AND: (1) TERRY WATLING DEFENDANTS
(2) SUSAN WATLING

WRIT OF SUMMONS



TO: Mr. Terry Watling,
Plantation Village,
West Bay Road,
Grand Cayman

AND TO: Mrs. Susan Watling,
c/o Island Chiropractic,
Corner of Walkers Road & Middle Road,
George Town,
Grand Cayman

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of the claims 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 495 GT, 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 may be entered against you forthwith without further notice.

Issued this 30th 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

1. In about September 1998 the Plaintiff granted an oral tenancy to the Defendants of Unit 6, Drumblade Apartments, George Town, Grand Cayman.
2. The said tenancy was to be monthly, commencing on 1st October 1998, the tenants paying CI\$1,200 per calendar month plus water and other utilities.
3. By a facsimile transmission dated 31st March 1999 the First Defendant gave notice of the Defendants' intention to quit on or before 30th April 1999.
4. The Defendants failed to pay rent for the period from 1st October 1998 to 30th April 1999 being CI\$8,400.
5. The Defendants paid sums totalling CI\$1,230 for strata fees and CI\$50 for television fees which were the responsibility of the Plaintiff.
6. The Defendants caused damage to floor tiles, broke a toilet tank cover, broke curtain rods and a shower curtain and stained and drilled holes into the walls. By reason of these matters, the Plaintiff was obliged to incur repair costs as follows:

CI\$168	paint and supplies
CI\$300	labour
CI\$150	toilet tank cover, curtain rods, shower curtain, broken tiles

7. At about the end of July 1999 one Tony Tan agreed to enter into a lease of the said premises but, in view of the work required to be done as set out in paragraph 6 above, asked to move in on 1st September 1999 rather than 1st August 1999. Consequently, by reason of the damage to the premises, the Plaintiff lost one month's rent which had been agreed with Mr. Tan at CI\$1,200.
8. By reason of the matters aforesaid, the Plaintiff claims the following sums from the Defendants:

Rent	CI\$8,400
Repairs	CI\$618
Lost rent	<u>CI\$1,200</u>
Sub-total	CI\$10,218

Less:

Deposit	CI\$1,200
Strata/TV payments	<u>CI\$1,280</u>
Sub-total	CI\$2,480

TOTAL	CI\$7,738
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9. The Plaintiff further claims interest pursuant to Section 34 of the Judicature Law on such sums as may be found to be due to it from the date hereof until judgment or sooner payment.

AND THE PLAINTIFF claims:

- 1) The sum of CI\$7,738;
- 2) Interest as aforesaid;
- 3) Costs.

W.S. Walker & Co

W.S. WALKER & COMPANY

THIS WRIT OF SUMMONS was issued by W.S. Walker & Company, Attorneys-at-Law for the Plaintiff herein, whose address for service is that of its said Attorneys-at-Law, Walker House, P.O. Box 265, George Town, Grand Cayman, Cayman Islands.

BETWEEN: NAUTILUS INTERNATIONAL (CAYMAN) LIMITED PLAINTIFF

AND: (1) TERRY WATLING
(2) SUSAN WATLING DEFENDANTS

**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.

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

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

yes

no

3. If the claim against the Defendant is for a debt or liquidated demand, AND he does not intend to contest the proceeding, state if the Defendant intends to apply for a stay of execution against any judgment 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 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 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.

W.S. Walker & Company P.O. Box 265 Walker House Mary Street Grand Cayman Ref: TH/R344-21865
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Indorsement by defendant's Attorney (or by defendant if suing in person) of his name, address and reference, if any, in the box below.

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**DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE OF
WRIT OF SUMMONS**

1. The accompanying form of *Acknowledgment of Service* should be completed by an Attorney acting on behalf of the Defendant or by the Defendant if acting in person.

After completion it must be delivered or sent by post to the Law Courts, P.O. Box 495G, George Town, Grand Cayman.

2. A Defendant who states in his Acknowledgment of Service that he intends to contest the proceedings *must also serve a defence* on the Attorney for the Plaintiff (or on the Plaintiff if acting in person).

If a Statement of Claim is indorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2), the Defence must be served within 14 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgment is served on the Defendant.

If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 14 days after a Statement of Claim has been served on the Defendant.

If the Defendant fails to serve his defence within the appropriate time, the Plaintiff may enter judgment against him without further notice.

3. A *Stay of Execution* against the Defendant's goods may be applied for where the Defendant is unable to pay the money for which any judgment is entered. If a Defendant to an action for a debt or liquidated demand (i.e. a fixed sum) who does not intend to contest the proceedings states, in answer to Question 3 in the Acknowledgment of Service, that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgment, but he must, within that time, *issue a Summons* for a stay of execution, supported by an affidavit of his means. The affidavit should state any offer which the Defendant desires to make for payment of the money by instalments or otherwise.

See over for notes for guidance

Please complete overleaf

Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgment of Service and return it to the Court's office.
2. For the purpose of calculating the period of 14 days for acknowledging service, a writ served on the Defendant personally is treated as having been served on the day it was delivered to him.
3. Where the Defendant is sued in a name different from his own, the form must be completed by him with the addition in paragraph 1 of the words "sued as (*the name stated on the Writ of Summons*)".
4. Where the Defendant is a FIRM and an attorney is not instructed, the form must be completed by a PARTNER by name, with the addition in paragraph 1 of the description "Partner in the firm of (.....)" after his name.
5. Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN HIS OWN, the form must be completed by him with the addition in paragraph 1 of the description "trading as (.....)" after his name.
6. Where the Defendant is a LIMITED COMPANY the form must be completed by an Attorney or by someone authorised to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian ad litem.
8. A Defendant acting in person may obtain help in completing the form at the Court's office.