

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. ⁵³⁷ OF 1999

BETWEEN

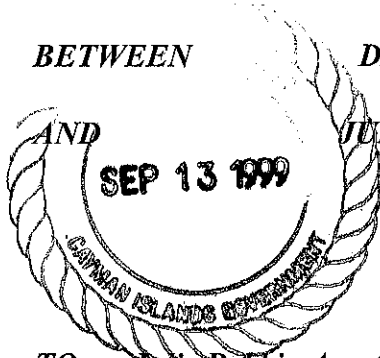
DARALA RANKINE-CAMPBELL

PLAINTIFF

AND

JULIE DEBBIE-ANN CAMPBELL

DEFENDANT



WRIT OF SUMMONS



TO: Julie Debbie-Ann Campbell, c/o Brooks & Brooks, P.O. Box 1355, George Town, 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 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 7th day of *September* 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.

INDORSEMENT

The Plaintiff's claim is for damages for breach of contract made on the 17th day of February 1998 and made between the Defendant and the Plaintiff.

THIS WRIT OF SUMMONS was issued by Samson Murray Jackson, Attorneys-at-Law, for and on behalf of the Plaintiff, whose address for service is that of her 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. 537 OF 1999

BETWEEN DARALA RANKINE-CAMPBELL PLAINTIFF
AND JULIE DEBBIE-ANN CAMPBELL 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 is 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 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 judgment entered by the Plaintiff (tick box).

yes

Service of the Writ is acknowledged accordingly

(Signed) _____
[Attorney] for
[Defendant in person]
Address for service:

Notes on address for service

Please complete overleaf

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.

Endorsement 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

Endorsement by Defendant's Attorney (or by Defendant if suing in person) of his name, address and reference, if any, in the box below:

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. ^{S37} OF 1999

BETWEEN *DARALA RANKINE-CAMPBELL* *PLAINTIFF*
AND *JULIE DEBBIE-ANN CAMPBELL* *DEFENDANT*

STATEMENT OF CLAIM

1. The Plaintiff is and was at all material times the registered proprietor of the premises situate at Registration Section South Sound, Block 15C, Parcel 131 and more specifically known as Fern Gardens Subdivision, House No. 185.
2. By an agreement made between the Plaintiff and the Defendant on the 17th day of February 1998, the Defendant agreed to rent and the Plaintiff agreed to let the said premises for a fixed term of one year commencing on the 1st day of March 1998 at the monthly rent of CI\$2500.00 payable on the first day of each month.
3. In breach of the said agreement the Defendant terminated the tenancy before the agreed date of termination and the Plaintiff has thereby suffered loss and damage.
4. By the said agreement, the Defendant covenanted (inter alia) as follows:
 - a) Not to assign, underlet or part possession of the Premises or any part thereof without the written consent of the Plaintiff.
 - b) To pay the cost of all electricity, telephone or other services furnished to the premises.
 - c) To not without the written consent of the Plaintiff make or permit any alteration to the exterior or interior of the premises.
 - d) To yield up the premises together with the fixtures, fittings, appliances, and additions thereto at the determination of the tenancy in tenantable repair and condition.
5. The Defendant has breached the said covenants:

Particulars

- (a) The Defendant at some point during the tenancy sublet the Premises to two other individuals unknown to the Plaintiff without the written consent of the Plaintiff.
- (b) The Defendant failed to pay the electricity and water bills for the premises and allowed the said bills to become in arrears and caused the Plaintiff's security deposit with the Water Authority to be forfeited.


- (c) The Defendant made or allowed to be made a number of alterations to the Premises, thereby causing damage to the Premises.
 - (d) The Defendant has done damage or allowed damage to be done to the Premises the fixtures and fittings in the premises.
6. By reason of the said breaches of covenants, the Plaintiff has been greatly injured in her reversion (and was unable to relet the said premises and has lost the rent she otherwise would otherwise have obtained on such reletting) and has suffered loss and damage.

AND THE PLAINTIFF CLAIMS:

1. The sum of CI\$ 2,783.90 being the cost of repairing the premises.
2. The sum of CI\$ 7,500.00 being three months rent lost due to the premises being repaired and unable to be rented.
3. The sum of CI\$ 307.52 being the outstanding electricity costs incurred by the Defendant prior to her vacating the premises.
4. Interest thereon pursuant to the Judicature Law (1995 Revision) and the Judgment Debts (Rate of Interest) Rules 1996 or such other rate as this Honourable Court deems just.
5. Costs.

If within the time for returning the Acknowledgement of Service the Defendant pays the total amount claimed of CI\$ 12,175.49 including interests and costs, further proceedings will be stayed. The money must be paid to the Plaintiff or her Attorneys.

Dated this *7th* day of *September* 1999.


Samson Murray Jackson
Plaintiff's Attorneys-at-Law

THIS STATEMENT OF CLAIM is filed by Samson Murray Jackson, Attorneys-at Law, for and on behalf of the Plaintiff herein whose address for service is Sigma Building, Ground Floor, Hospital / Smith Roads Town, Grand Cayman.