

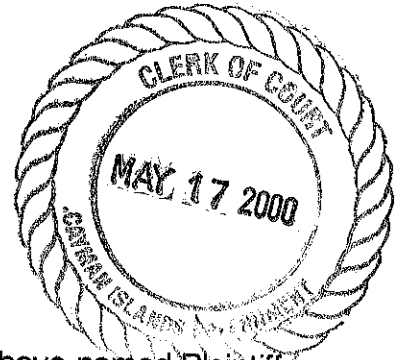
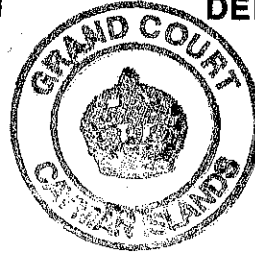
IN THE GRAND COURT OF THE CAYMAN ISLAND

CAUSE NO. 395 of 2000

BETWEEN: EULETA HAUGHTON PLAINTIFF

**AND; YASIN ENTERPRISES LTD
DBA SAMMY'S AIRPORT INN DEFENDANT**

WRIT OF SUMMONS



TO; Yasin Enterprises Ltd
DBA Sammy's Airport Inn
c/o Colins, Broadhurst & Furniss (Broadhurst DaCosta)
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 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 495 G, 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 17th day of May, 2000.

NOTE: This Writ may not be served later than 4 calender months beginning with the date of the 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 a businesswoman who resides in the Cayman Islands and at the material time she operated a restaurant rented from the Defendants, on a month to month basis, trading as "Lloyd's Restaurant".

2 The Defendant is a registered company incorporated under the laws of the Cayman Islands inter alia to carry on tourist related business and is the owner of "Sammy's Airport Inn" a hotel located on Airport Road, George Town Grand Cayman. The restaurant referred to in paragraph 1 above, is owned by the Defendant and is located in the same building as the hotel, "Sammy's Airport Inn". At the material time, the restaurant was rented out to the Plaintiff on a month to month basis with no written Agreement regarding the terms of the Lease and no written inventory regarding the content of the restaurant prior to the Plaintiff taking over its operation. There was also no agreement between the parties as regards the hours of opening of the restaurant although the Plaintiff would remain open at all times until there was no demand for the restaurant service from the hotel guests. Implicit in the verbal agreement between the Plaintiff and the Defendant was the fact that the Plaintiff would be allowed to collect the items which she had taken to the Defendant's premises in order to effectively operate the restaurant when or if the Agreement between the parties ceased.

3 It was an expressed term of the verbal contract between the parties that the restaurant would supply food and beverages to the guests of the hotel and that the customers of the hotel would settle their food and beverage bills with their hotel bills. It was further agreed that the Defendant would then pay the Plaintiff for the customer's food and beverages from the funds paid to it. It was also an expressed term of the said verbal agreement that there would be a 5% deduction for any credit card transactions by the customers. In furtherance of this agreement the Plaintiff was required to provide the Defendant with the top original copy of all bills payable for food and drink from the hotel customers, which bills would be signed by the customer at the time of their receiving the food or beverage from the Plaintiff. The Plaintiff would keep the yellow copy and at the end of the month the parties would reconcile the amounts outstanding to the Plaintiff by the Defendant and the Defendant would pay the amount outstanding to the Plaintiff.

4 On or about 3rd February, 2000 the Defendant had its attorney write to the Plaintiff inter alia giving her one month's notice of termination of her tenancy at the Restaurant and requesting that in the event that she decided to leave earlier that she should give the Defendant forty eight hours notice so that an agreement could be reached regarding inter alia the inventory but stipulating that the dishes, fixtures, equipment (including the buffet) utensils, knives, forks and spoons were the Defendant's property and requesting that the Plaintiff sign off on a completed inventory. The Plaintiff will rely on the terms of the said letter for their full terms and legal effect.

5 On or about 28th February, 2000 the Plaintiff had her then attorney respond to the Defendant's attorney's letter indicating inter alia that the Plaintiff would be leaving the premises as requested, giving the Defendant the requested forty-eight hours notice and pointing out that there was no written inventory taken at the time that the Plaintiff took over the premises. In the letter the Plaintiff also had her attorney point out that there were two bills outstanding in relation to food and beverages consumed by customers of the hotel for December, 1999 (a sum of CI\$589.40) and for February, 2000 (a sum of CI\$3,449.04) and requesting payment of same. To date there has been no response on behalf of the Defendant to this letter and the Plaintiff will rely on its contents for its full terms and legal effect.

6 In breach of the said Agreement whereby the Defendant was to pay the outstanding amount at the end of each month, it has refused and/or neglected to pay the Plaintiff the sums outstanding to her.

7 On or about 1st March, 2000 the Plaintiff attempted to return to the premises to remove items which were owned by her and which had been brought into the restaurant by her. However, the Defendant refused to allow her access and the Plaintiff was able to ascertain that the restaurant had in fact been rented to someone else in the meantime which person and/or entity was actually using her items in the kitchen, despite the fact that the 30 day notice period which had purportedly been given to the Plaintiff had not yet passed. As a result of this incident the Plaintiff had her then attorneys again write to the Defendant's attorney enumerating in list form the items which belonged to her, some of which had been borrowed from another establishment and needed to be returned to them, and requesting that the items be returned to her. In addition the Plaintiff had her then attorney turn over all keys in her possession relating to the restaurant. However, to date no response has been received in relation to this letter on behalf of the Defendant.

7 In breach of the said Agreements the Defendant has refused and/or neglected to pay the Plaintiff the sums outstanding to her and they have also refused to allow her access to the premises so that she can retrieve her items or to compensate her for the said items. As a result of the said breaches the Plaintiff has suffered loss and damage.

PARTICULARS

Loss of use of her items from 1st March, 2000 and continuing
Inconvenience

WHEREFORE THE PLAINTIFF CLAIMS

(a) Amount Outstanding of CI\$4, 038.44 representing outstanding funds for December, 1999 and February, 2000.

(b) The sum of CI\$ 500.00 being compensation for items not retrieved from the restaurant.

(c) Alternatively, return of the items in good condition as stipulated in the List provided to the Defendant's Attorney on 1st March, 2000.

(d) Damages

(e) Interest at the statutory rate of 7 7/8% from the 30th day of December, 1999 on CI\$589.40 to 30th March, 2000 (CI\$12.09) and on CI\$3,449.04 at 7 7/7% from the 30th January, 2000 to 30th March, 2000 (CI\$ 23.68) pursuant to the Judgement Debts (Rates of Interest) Rules, 1998 and interest at the statutory rate of 8% on CI\$4,074.21 from the 1 st day of April 2000 in the amount of CI\$ 41.83 calculated to the date of issue of this Writ and accruing at the rate of CI\$0.89 c per day thereafter pursuant to the (Judicature Law, 1995 Revision) as read with the Judgement Debts (Rates of Interest) Rules 2000.

(f) Costs

Dated this 17th day of May, 2000

Brooks & Brooks
Brooks & Brooks
Attorneys At Law for the Plaintiffs

THIS WRIT OF SUMMONS AND STATEMENT OF CLAIM was filed by Brooks & Brooks, Attorneys At Law for the Plaintiff whose address for service of process is One, Artillery Court, P O Box 1355 GT, George Town, Grand Cayman.

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CAUSE NO. 395 of 2000

BETWEEN: EULETA HAUGHTON PLAINTIFF

**AND; YASIN ENTERPRISES LTD DBA
SAMMY'S AIRPORT INN 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 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

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(Please tick box)

Yes

No

Service of Writ is acknowledged accordingly

Signed _____

Please complete oveleaf

(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 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 or principal office.

Indorsement by the Plaintiff's Attorney (or by the plaintiff if suing in person) of his name, address and residence, if any in the box below

**Brooks & Brooks
Attorneys At Law
P O Box 1355 GT
GRAND CAYMAN**

(One, Artillery Court, George Town, Grand Cayman)

Indorsement by the defendant's attorney (or by the defendant if suing in person) of his name, address and residence, if any in the box below