

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 614 OF 2000

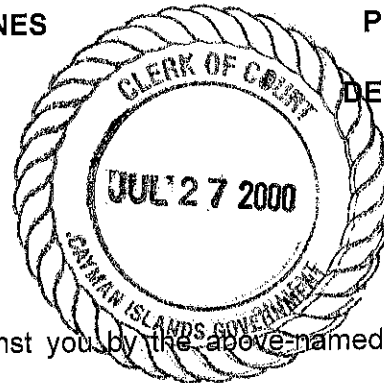
BETWEEN: (1) ROY CARLTON ARCH
(2) DONNA RAE ARCH
(3) PEARL MARIE JONES
(4) ROBERT LESTER JONES

PLAINTIFF

AND: JULIET RITCH

DEFENDANT

TO: JULIET RITCH
ARCH-JONES APT. UNIT #2



THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiffs in respect of the claim set out on the next page.

Within 14 days after the service of this Writ of Summons on you, counting the day of service, you must either satisfy the claim or return to the Courts Office, P.O. Box 495, 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 judgment may be entered against you forthwith without further notice.

Issued this 27th day of July, 2000.

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 Acknowledgment of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. The Plaintiffs are the registered owners of the property known as Registration Section George Town, Block 14D, Parcel 32, situated in George Town, Grand Cayman, Cayman Islands, which comprises a set of apartment units commonly known as 'Arch Jones Apartments'.
2. By an agreement made on or about the 1st day of June, 1997 between the Plaintiffs through their agent, Mrs. Veta Scott, and Ms. Lilieth Gibbs, the Plaintiffs agreed to grant and Ms. Gibbs agreed to take a lease of Apartment Unit No. 2, Arch Jones Apartments, ("the Premises"), on a month-to-month basis at a monthly rent of CI\$650.00 payable in advance on the 1st day of each month.
3. By virtue of Section 45 Registered Land Law (1995 Revision), a periodic tenancy was thereby created and as a result thereof, the tenancy was also determinable by either the Plaintiffs or the Defendant by giving notice of no less than one month.
4. At the time of the agreement in or about June, 1997, the Defendant indicated to the Plaintiff's agent that she, too, would be residing at the premises, although at that time no agreement was entered into between the Plaintiff and the Defendant.
5. In or about July, 1998 Ms. Gibbs approached the Plaintiff's agent and gave verbal notice to terminate the lease agreement with effect from August, 1998 which notice was accepted by the Plaintiffs.
6. The Defendant subsequently approached the Plaintiffs' agent and after discussions an oral agreement was entered into whereby the Plaintiffs, through their agent, agreed to grant and the Defendant agreed to take a lease of the Premises on a month to month basis at a monthly rent of CI\$650.00 payable in advance on the 1st day of each month.

7. It was further agreed that a condition of the lease would be payment of rent and in the event of non-payment of any one month's rent, the Plaintiffs were entitled to forfeiture and re-entry.
8. By virtue of Section 45 Registered Land Law (1995 Revision), a periodic tenancy was thereby created and as a result thereof, the tenancy was also determinable by either the Plaintiffs or the Defendant by giving notice of no less than one month.
9. In June of 1999 the Defendant was advised that management of the Premises was being assumed by Cayman Islands Property Management Ltd., a local company which carries on the business of property management in the Cayman Islands. The Defendant was further advised of an increase in rent to CI\$850.00 per month with effect from 1st August, 1999.
10. The Defendant accepted this increase in rent by her continued tenancy and payment of the sum of CI\$850.00 on the 2nd August, 1999.

11. The Defendant failed to pay any further rent save and except for the sums set out below:

<u>Date of Receipt of Payment</u>	<u>Amount</u>
16 th December, 1999	CI\$850.00
3 rd March, 2000	600.00
2 nd April, 2000	300.00
May, 2000	1000.00
June, 2000	650.00.

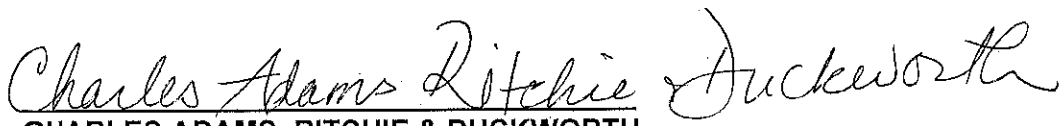
12. By virtue of the Agreement, the Plaintiffs were entitled to forfeiture of the lease and re-entry for non-payment of any one month's rent since 1st September, 1999.
13. The Plaintiffs, accordingly served a Notice to Terminate the Periodic Tenancy on the Defendant on the 16th December, 1999, ("the Notice"). The Plaintiffs intend to refer to this document at the trial for its full term and legal effect.

14. Despite the service of this Notice, the Defendant has refused to quit and deliver up the Premises.
15. By reason of the Defendant's failure to pay the rent as set out in paragraphs 11 and 12 hereof, the lease has been forfeited and the Plaintiffs are entitled to immediate possession of the Premises.
16. In response to the Plaintiff's verbal notice to the Defendant to quit and deliver up the Premises in September, 1999, the Defendant indicated to the Plaintiffs' agent that there had been a leak in a water pipe connected to the meter relating to the Premises which had occurred during the month of June, 1999. As a result of this alleged leak, the Defendant informed the Plaintiffs that she had incurred a water bill of CI\$1596.56, which was excessively high in comparison to previous bills.
17. The Plaintiffs requested copies of the relevant bills and this information was forwarded by the Defendant to the Plaintiffs' agent by way of letter dated 24th November, 1999. Upon review of this information, the Plaintiffs informed the Defendant by way of letter dated 25th November, 1999 that they were prepared to set off the total amount of CI\$1,837.02, comprising the amount referred to at paragraph 16 above and the further sum of CI\$240.46 being the excessive amount incurred in August, 1999, against the sum owed by the Defendant for unpaid rent for the month of September, 1999 and for the amount due for rent/mesne profits incurred for the months of October and November, 1999.
18. The amount claimed by the Plaintiffs as rent and/or mesne profits is CI\$850.00 per month.
19. Despite this, the Defendant has refused to quit and deliver up the Property. In the circumstances, the additional sum of CI\$4,112.98 has been incurred as rent and/or mesne profits at the rate of CI\$850.00 per month for the months of December, 1999,

and January through July, 2000, less the payments received and referred to at paragraph 11 herein.

AND THE PLAINTIFF CLAIMS:

1. Possession of the said premises.
2. Rent amounting to CI\$850.00 for the month of September, 1999.
3. Rent or in the alternative mesne profits calculated at the rate of CI\$850.00 per month for the months of October, 1999 through December, 1999 and from January, 2000 through March, 2000 being CI\$8,500.00 (less the sums received from the Defendant totalling CI\$3,400.00 and the amount of CI\$1837.02 being excessive cost of water bill) in the amount of CI\$4,112,98.
4. Rent and/or mesne profits from the 1st day of August, 2000 to the date of service of the Writ herein.
5. Mesne profits from the date of the service of the Writ till possession of the said premises is delivered up to the Plaintiff.
6. Fixed costs of CI\$250.00, alternatively costs to be assessed.
7. Post-judgment interest Post-Judgment Interest thereafter pursuant to Section 34 of the Judicature Law (1995 Revision).


CHARLES ADAMS, RITCHIE & DUCKWORTH
Attorneys-at-Law for the Plaintiffs

This Statement of Claim was filed by Charles Adams, Ritchie & Duckworth, Attorneys-at-Law for and on behalf of the Plaintiffs herein whose address for service is P.O. Box 709, Zephyr House, Mary Street, George Town, Grand Cayman, British West Indies.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

614/58

BETWEEN: (1) ROY CARLTON ARCH
(5) DONNA RAE ARCH
(6) PEARL MARIE JONES
(7) ROBERT LESTER JONES

PLAINTIFF

AND: JULIET RITCH

DEFENDANT

ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS

Important. Read the accompanying direction and notes for guidance 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 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

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
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 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 or principal office.

Indorsement by Plaintiff's attorney (or by Plaintiff is suing in person) of his name, address and reference, if any, in the box below.

Charles Adams, Ritchie & Duckworth
P.O. Box 709
Zephyr House
Mary Street
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.

Filed by Charles Adams, Ritchie & Duckworth, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service is that of its said Attorneys-at-Law, P.O. Box 709, Zephyr House, Mary Street, George Town, Grand Cayman, B.W.I.

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 Courts 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 Courts Office.