

IN THE GRAND COURT OF THE CAYMAN ISLAND

CAUSE NO. 281 of 2001

BETWEEN: MOST LIMITED

PLAINTIFF

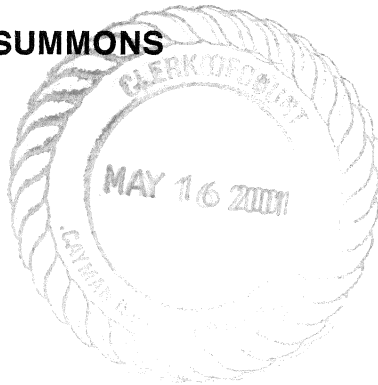
AND; LONNIE RITCH

AND: AILEEN RITCH

DEFENDANTS

WRIT OF SUMMONS

TO; Mr. Lonnie Ritch
c/o CICO /AVIS Rent A Car
George Town
GRAND CAYMAN



AND TO: Mrs Aileen Ritch
c/o Scotiabank
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 16th day of May, 2001.

NOTE: This Writ may not be served later than 4 calendar 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 Cayman Islands Company whose registered office is located at P O Box 30 621 SMB, George Town, Grand Cayman. It is also the owner of the premises known as Apartment No. 2; 15 , Mistral Close located at Crewe Road, George Town, which property is more properly described as Registration Section: George Town East Block 20D Parcel 72. The Plaintiff is entitled to possession of the said premises

2 The Defendants are husband and wife both of whom reside in the Cayman Islands and at the material time they were tenants of the premises located at No. 2 Mistral Place which is owned by the Plaintiffs. The Defendants continue to reside at the premises despite various requests by and on behalf of the Plaintiff to vacate same.

3 By a verbal agreement entered into between the parties in September, 1997 the Plaintiff let the premises to the Defendants at the monthly rent of CI\$ 875.00 payable monthly in advance with provision for the said rent to increase in May 1998 to CI\$900.00 per month and for a further increase to CI\$950.00 per month in June, 1999. The agreement also contained the proviso that in the event that any monthly payment or any part thereof was not paid on time then a late charge of CI\$25.00 per month would be charged for the late payment. There was a further verbal proviso between the parties to the effect that if the monthly rental continued in arrears for a substantial period without being paid then, whether the outstanding sum was legally demanded or not, the Plaintiff and/or its representatives would be allowed to reenter the premises and the verbal agreement to rent would be terminated.

4 The monthly rental payments are now substantially in arrears and the Defendants' tenancy has become forfeited. In or about 19th December, 2000 the Plaintiff had an attorney write to the Defendants inter alia requesting that the outstanding amount be paid in full. Attached to the said letter was a detailed calculation showing the amount outstanding at that time of CI\$20,314.38. The Plaintiff will rely on the said schedule of calculations for their full legal terms and effect. To 12th May, 2001 the Defendants are indebted to the Plaintiff in the amount of CI\$25,164.38.

5 On or about 6th October, 1998 the First Defendant entered into a written Agreement with the Plaintiff whereby he acknowledged an outstanding debt in relation to the non-payment of rent for the period February, 1998 - September, 1998 together with late charges of CI\$25.00 per month in the amount of CI\$4,500.00. In that written Agreement the First Defendant agreed to pay the amount of CI\$3,000.00 by 9th October, 1998 and the balance of CI\$1,500.00 was to be paid within 30 days with interest. The Plaintiff will rely on the said written agreement for its full legal terms and effect.

6 On or about 27th January, 2000 the First Defendant entered into a further written agreement with one of the Directors of the Plaintiff whereby he acknowledged outstanding arrears in relation to his rental payments and he agreed inter alia to deposit CI\$1,500.00 into the Plaintiff's representative's bank account each month together with the amount of CI\$750.00 twice per month with the first payment being due on 21st February, 2000 with a view to having the total amount outstanding plus late charges paid off in full. The Plaintiff will rely on the said written agreement for its full legal terms and effect.

7 In breach of the said verbal and written Agreements the Defendants have failed to pay off the outstanding debts or to keep the payments thereon current and to 12th May, 2001 a total of CI\$25,164.38 is outstanding

3.

AND THE PLAINTIFF CLAIM:

- (1) Possession of the said premises
- (2) Arrears of rent and late charges to 12th May, 2001 of CI\$25,164.38 (and continuing)
- (3) Statutory Interest
- (3) Costs

Dated this 16th day of May, 2001.


BROOKS & BROOKS
Attorneys At Law for the Plaintiff

To: The Clerk of the Courts

And To: The Defendant
Mr Lonnie Ritch
c/o CICO Avis Rent A Car
George Town
GRAND CAYMAN

AND TO : Ms Aileen Ritch
c/o Scotiabank
George Town
GRAND CAYMAN

THIS WRIT OF SUMMONS was filed by Brooks & Brooks Attorneys At Law for and on behalf of the Plaintiff herein whose address for future service of process is that of their said Attorneys At Law One, Artillery Court , P O Box 1355GT GRAND CAYMAN

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CAUSE NO. 281 of 2001

BETWEEN:	MOST LIMITED	PLAINTIFF
AND;	LONNIE RITCH	
AND;	AILEEN RITCH	DEFENDANTS

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
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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
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Service of Writ is acknowledged accordingly

Signed _____

Please complete overleaf

(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