

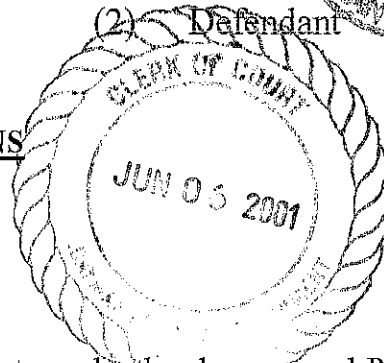
IN THE GRAND COURT
CAYMAN ISLANDS
CAUSE NO. 343 OF 2001

BETWEEN: CAYMAN SHIPPING CENTRE CO. LTD. Plaintiff

AND: JEFF WEBB (1) Defendant
CANOVER WATSON (2) Defendant

WRIT OF SUMMONS

To: Jeff Webb
Canover Watson



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

Within fourteen (14) days of 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 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 6th June, 2001.

NOTE: This Writ may not be served later than 4 calendar months (or, if leave is required to effect service out of the jurisdiction, within 6 months) beginning with the date of issue unless renewed by the order of the Court.

IMPORTANT

Directions to Acknowledgement of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. The plaintiff is a local Company and the owner of a rental building in George Town.
2. The defendants are members of the Cayman Islands Football Association (the "Association").
3. On or about the 7^h February, 1998, members of the Association entered into a rental agreement with the plaintiff to rent part of its building in George Town.
4. The terms of the agreement were that the rent would be \$2,100.00 per month, payable in advance; the defendants would pay \$1,800.00 security money before they take possession; and that they would pay all utilities bills, electricity, water and sewage as they became due owing and were invoiced.
5. The defendants took possession of the premises but failed to pay the bills and rent as agreed.
6. On the 31st August, 2000, the 2nd defendant gave 30 days written notice to vacate the premises.
7. On the 10th October, 2000 the 2nd defendant informed the plaintiff in writing that they had vacated the premises and requested the outstanding balance of their bill.
8. On the 11th October, 2000 the plaintiff replied and sent a balance sheet showing that a total of \$18,136.93 was due and owing.
9. On the 2nd November, 2000 the defendants met with the plaintiff's accountant to discuss the matter and a balance of \$16,478.93 was presented by the plaintiff. There it was agreed that the amount could be settled (subject to Executive Committee approval) with a payment of \$10,000.00 provided \$5,000.00 was paid immediately. The terms were confirmed by both defendants in letter dated the 3rd November, 2000 with a post dated cheque for 8th November, 2000, in the sum of \$5,000.00.
10. The cheque was presented to the Bank on the 10th November, 2000, but was dishonoured for lack of funds thereby negating the terms of the meeting of the 2nd November, 2000.
11. By letter dated the 1st May, from the plaintiff's attorneys, payment of \$10,000.00 was demanded by the 15th May, 2001 failing which legal proceedings would be instituted on the 19th May, 2001 for the full amount. However, no reply to that letter has been received and the plaintiff is entitled to its \$16,478.93, the principal sum.
8. In addition to the principal sum set out above, the plaintiff is entitled to interest from the date of the 2nd November 2000 at the rate of interest being that established pursuant to the Judicature Law (1995 Revision). Interest of **\$780.15** on the principal sum is also due as of the date of the issuance of these proceedings. The particulars of interest are set out in the schedule attached to the Statement of Claim.

Wherefore the plaintiff prays that the defendant be ordered to pay:

1. Principal sum = \$16,478.93

2. Pre-judgment and post judgment interest upon the said principal pursuant to the Judicature Law (1995 Revision) and the Judgment debts (rates of interest) rules as prescribed from time to time; and

3. Costs to be taxed or agreed

Dated this 6th June, 2001

nw

Neville W. Levy & Associates

INDORSEMENT

The amount claimed in respect of the debt is \$16,478.93 as principal and \$780.15 as interest until the issue of the Writ of Summons for a total of \$17,259.08. The amount of fixed costs is \$500.00 and the cost of issuing this Writ of Summons is \$214.79. If within the time for returning the acknowledgement of service the defendants pay the plaintiff's attorneys-at-law the total amount claimed in principal and interest, the fixed costs of issuing of the Writ of Summons, further proceedings will be stayed. The money must be paid to the plaintiff's attorneys-at-law at the NevLaw Building, 180 Shedden Road.

STATEMENT REGARDING INTEREST

The prescribed rate of interest on \$16,478.93 from 2nd November, 2000 to the 6th June, 2001 is 8% per annum.

This Writ is filed by Neville W. Levy & Associates, Attorneys-at-Law for and on behalf of the Plaintiff whose address for service is Suite No.1, 180 Shedden Road, George Town, Grand Cayman, P.O. Box 2178. Ph. 949-5429.

Schedule of Interest Calculated

Interest from 2/11/00 to 6/6/01 = \$16,478.93 x .08 x 216/365 = \$780.15

And interest accruing at \$3.61 per day.

IN THE GRAND COURT
CAYMAN ISLANDS

CAUSE NO. 343 2001

BETWEEN: CAYMAN SHIPPING CENTRE CO. LTD. PLAINTIFF
AND: JEFF WEBB (1) DEFENDANT
CANOVER WATSON (2) 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 judgment being entered against defendants whereby they may have to pay the costs of applying to set it aside.

- 1 Jeff Webb & Canover Watson
- 2 State whether the Defendants intend to contest the proceedings. (tick "yes" or "no")
- 3 State whether the Defendants intend to apply for a stay of execution of judgment entered by the Plaintiff (tick "yes")

Service of the Writ is acknowledged accordingly.

Signed

Attorney for Defendant

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 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.

Neville W. Levy & Associates
NevLaw Building,
180 Shedden Road,
George Town.
P. O. Box 2178.