

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 87 OF 2002

BETWEEN:



KEVIN WORKS COMPANY

PLAINTIFF

AND:

CHANTACO LIMITED

DEFENDANT



WRIT OF SUMMONS

**TO: Chantanco Limited  
P.O. Box 694GT  
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 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 1<sup>st</sup> day of February, 2002.

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 Plaintiff resides in George Town Grand Cayman and at all material times resides in the Cayman Islands.
2. The Defendant is the registered owner of property known as West Bay Beach South Block 12E Parcel 77H11, Laguna Del Mar Unit 14 and is a non-resident company with its registered offices at P.O. Box 694GT, George Town, Grand Cayman.
3. On or about 6<sup>th</sup> November, 2001, the Plaintiff entered into an agreement with the Defendant, through the Defendant's servant and or agent to lease the Premises for a period of one year in consideration of the amount of US\$5,000.00 plus a security deposit of US\$10,000.00.
4. The Plaintiff made the requisite payment and took possession of the premises on the 6<sup>th</sup> November, 2001.
5. By letter dated 9<sup>th</sup> November, 2001 the Defendant wrote to the Plaintiff requesting that the Plaintiff vacate the Premises on or before 26<sup>th</sup> November, 2001.
6. That the Plaintiff, through his Attorneys-at-Law responded to the Defendant on 19<sup>th</sup> November, 2001 stating that there was an agreement to lease the Premises for one year and that further or in the alternative, the notice to quit issued is invalid.
7. The Defendant, by its Attorneys-at-Law wrote to the Plaintiff on the 23<sup>rd</sup> November, 2001 giving the Plaintiff notice to vacate the Premises on or about 9<sup>th</sup> December, 2001.
8. Once again the Plaintiff's Attorneys-at-Law responded to the Defendant stating that the Defendant was not entitled to terminate the lease.
9. Subsequently the parties entered into negotiations and the Plaintiff remained in and is still in possession of the Premises.
10. That on the 29<sup>th</sup> January, 2002 the Plaintiff's Attorneys-at-Law received a letter from Messers. Ritch and Conolly demanding that the Plaintiff vacate the Premises on or before 5<sup>th</sup> February, 2002.

**AND THE PLAINTIFF CLAIMS:**

1. An Injunction restraining the Defendant or its servants and or Agents from entering the Premises to change locks or remove the Plaintiff's belongings prior to 1<sup>st</sup> March, 2002.
2. Damages.
3. Costs.
4. Further and or other relief as this Honourable Court deems fit..

*Charles Adams Ritchie & Duckworth*

**CHARLES ADAMS, RITCHIE AND DUCKWORTH**

Attorneys-at-Law for the Plaintiff herein

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 87 OF 2002

BETWEEN: KEVIN WORKMAN PLAINTIFF  
AND: CHANTACO LIMITED DEFENDANT

ACKNOWLEDGMENT OF SERVICE  
OF WRIT OF SUMMONS

Important. Read the accompanying Delay may result in judgment being direction and notes for guidance carefully entered against a Defendant whereby he before completing this form. If any may have to pay the costs of applying to set information required is omitted or given it aside. wrongly, THIS FORM MAY HAVE TO BE RETURNED.

---

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

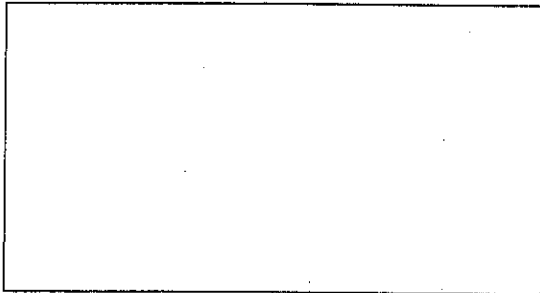
(Signed) .....  
[Attorney] for  
Address for Service:

**Notes on address for service**

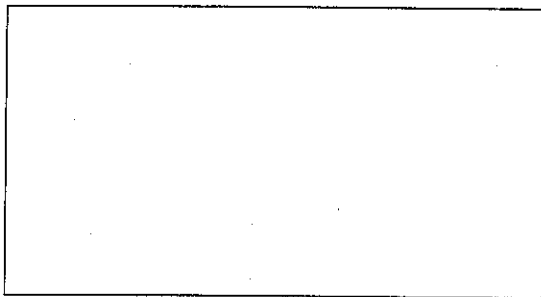
Attorney: where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

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.



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.