

STATEMENT OF CLAIM

1. The Plaintiffs were at all material times the proprietors of property being Block 38B Parcel 290 (hereinafter called the Property).
2. The Defendants were at all material times the tenants of the said property.
3. By an agreement in writing dated the 21st day of April 2001 the Plaintiffs let to the Defendants the property at the monthly rent of CI\$1,200.00 from the said 21st day of April 2001 to the 20th day of April 2002.
4. It was a condition of the said letting that the Defendants would be responsible for the payment of all utility bills in respect of the said property during the term of the said tenancy.
5. It was a further term of the said letting that the Defendants would keep the property and the furniture therein in good and tenantable repair.
6. That in breach of the said agreement the Defendants abandoned the property on or about the 30th day of November 2001, taking with them the keys to the property.
7. That the Plaintiffs retook possession of the property in January 2002.
8. That at the time of abandoning the property the Defendants had not paid for the months of October and December 2001 and only a part of the rent for the month of November 2001.

Particulars

(a)	Rent for October 2001	CI\$1,200.00
(b)	Balance of rent for November 2001	CI\$ 300.00
(c)	Rent for December 2001	<u>CI\$1,200.00</u>
		CI\$2,700.00

9. That on retaking possession of the property the Plaintiffs discovered the same to be in an untenable state of repair and as a consequences incurred costs in restoring the property to a tenantable state of repair.

Particulars

Cost of cleaning and restoring premises	<u>CI\$295.00</u>
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10. That in breach of the condition to pay all utility bills in respect of the property during the period of the tenancy the Defendants failed to pay relevant electricity and water supplies over the said property.
11. That as a consequence of the Defendant's said breach the said utility suppliers disconnected their services to the property.
12. That in the premises the Plaintiffs had to settle the Defendants' outstanding utility bills and reconnection fees in order to restore the said supplies to the property and have accordingly suffered loss.

Particulars

(a)	CUC bill and reconnection fee costs	CI\$713.20
(b)	Water supply bill and reconnection fee costs	<u>CI\$271.56</u>
		CI\$984.76

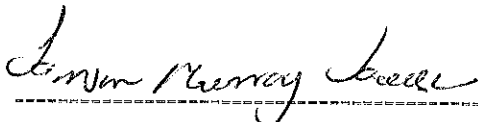
13. That the Plaintiffs have made demands on the Defendants to settle their indebtedness but to date this has not been done and the sums aforesaid remains due and owing.

AND THE PLAINTIFF CLAIMS:

1. The sum of CI\$3,979.76;
2. Interest at the applicable Statutory rate];
3. Costs.

If, within the time for returning the Acknowledgement of Service, the Defendants or one of them pay the total amount claimed of \$4,805.47 (including interest and cost) further proceedings will be stayed. The money must be paid to the Plaintiffs or their Attorney.

Dated this 7th day of February 2002



Samson Murray Jackson (HDM)
Attorneys-at-Law for the Plaintiffs

THIS WRIT was issued by Samson Murray Jackson, Attorneys-at-Law, for and on behalf of the Plaintiffs whose address for service is that of their said Attorneys-at-Law, The Sigma Building, Ground Floor (West Wing), 93 Hospital Road, George Town, Grand Cayman.

Acknowledgment of service of writ of summons (O.12, r.3)

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS

1. The accompanying form of *Acknowledgment of Service* should be completed by an Attorney acting on behalf of the Defendant or by the Defendant if acting in person.

After completion it must be delivered or sent by post to the Law Courts, P.O. Box 495G, George Town, Grand Cayman.

2. A Defendant who states in his Acknowledgment of Service that he intends to contest the proceedings *must also serve a defence* on the Attorney for the Plaintiff (or on the Plaintiff if acting in person).

If a Statement of Claim is indorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2), the Defence must be served within 14 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgment is served on the Defendant.

If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 14 days after a Statement of Claim has been served on the Defendant.

If the Defendant fails to serve his defence within the appropriate time, the Plaintiff may enter judgment against him without further notice.

3. A *Stay of Execution* against the Defendant's goods may be applied for where the Defendant is unable to pay the money for which any judgment is entered. If a Defendant to an action for a debt or liquidated demand (i.e. a fixed sum) who does not intend to contest the proceedings states, in answer to Question 3 in the Acknowledgment of Service, that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgment, but he must, within that time, *issue a Summons* for a stay of execution, supported by an affidavit of his means. The affidavit should state any offer which the Defendant desires to make for payment of the money by instalments or otherwise.

See over for notes for guidance

Please complete overleaf

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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. OF 2002

BETWEEN JOSEPH & VERONA WILLAIMS PLAINTIFF
AND IAN BODDEN 1st DEFENDANT
AND MICHELLE HUNTER 2nd 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 name of the Defendant by whom or on whose behalf the service of this Writ is being acknowledged.

2. State whether the Defendant intends to contest the proceedings (tick the 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 judgement entered by the Plaintiff (tick box).

yes

Service of the Writ is acknowledged accordingly

(Signed).....

[Attorney] for

[Defendant in person]

Address for service:

Please complete overleaf

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 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 office.

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

SAMSON MURRAY JACKSON
Attorneys-at-Law
Sigma Building, Ground Floor (West)
93 Hospital Road
PO Box 10067APO
Grand Cayman
Cayman Islands

Indorsement by Defendant's Attorney (or by Defendant if suing in person) of his name, address and reference, if any, in the box below:

[Empty box for Defendant's Attorney indorsement]