

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: ²⁸⁷ OF 2002

BETWEEN:

IDA BROWN

PLAINTIFF

AND:

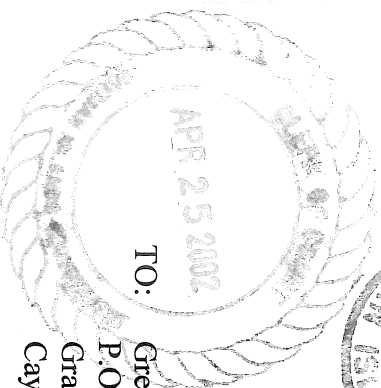


GRETCHEN ALLEN

DEFENDANT

WRIT OF SUMMONS

TO: Gretchen Allen
P.O. Box 30903 SMB
Grand Cayman
Cayman Islands



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 495GT, 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 ^{25th} day of April, 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 is the owner and landlord of an apartment located at Registration Section West Bay Beach South, Block 13B, Parcel 125H24 Grand Cayman, Cayman Islands (the "Apartment").
2. The Defendant was a tenant of the Plaintiff residing in the Apartment between about 8 October 1998 and about 1 May 2001.
3. On or about 8 October 1998, the Plaintiff and Defendant entered into an oral lease agreement, whereby the Defendant agreed to lease the Apartment from the Plaintiff. It was a term of the oral lease agreement that the Defendant would pay rent to the Plaintiff in the amount of CI\$2,000.00 on a monthly basis.
4. In breach of the oral lease agreement the Defendant failed to make rental payments for November and December of 2000, and January and February of 2001, totaling CI\$8,000.00. The Defendant later made a payment towards the reduction of this indebtedness. As of January 2001 the Defendant owed a balance of CI\$5,500.00 to the Plaintiff. The Defendant tendered a cheque in the amount of CI\$1,000.00 purportedly for January 2001 rent, which was later dishonoured. The Plaintiff incurred bank charges in the amount of CI\$20.00 for the returned cheque. The Defendant thereafter made further payment towards the indebtedness and as at the end of February 2001 the rent was still in arrears in the amount of CI\$1,107.44.
5. The Defendant further breached the oral lease agreement by refusing and/or failing to make any payment for March 2001 rent and failing to make adequate payment for April 2001. The Plaintiff is owed monies in respect of rental and other associated expenses totaling CI\$3,056.94.
6. As a result of the Defendant's breach the Plaintiff has suffered loss and damages totaling CI\$3,056.94.

PARTICULARS OF DAMAGES

Balance due as at January 2001 for bad cheque	1,000.00
Bank charges for returned cheque	20.00
Amount due on conversion, for inadequate payment by wire transfer as at the end of February 2001	87.44
Rental arrears and associated expenses for March 2001	2,062.50
Amount due from inadequate payment of rent for April 2001	32.00

Associate expenses for failure to pay rent for May 2001	55.00
Less Payment to the Plaintiff in May	(200.00)
	<hr/> 3,056.94

7. In addition, the Plaintiff claims interest pursuant to section 34 of the Judicature Law (1995 Revision) and the Judgment Debts (Rate of Interest) Rules. The calculation of the yearly interest was prescribed at a rate of 8 percent till June 1, 2001, a rate of 6.25 percent to November 30, 2001 and then from December 1, 2001 at a rate of 4.5 percent to present. The total interest as of the date of the issuance of the proceeding amounts to CI\$211.90 and is increasing at a per diem rate of CI\$0.38.

8. Alternatively, the Plaintiff claims interest pursuant to section 34 of the Judicature Law (1995 Revision) on the amount found to be due to the Plaintiff at such rate and for such period as the Court think fit.

AND THE PLAINTIFF claims:

- A. CI\$3,056.94 for expenses and rental arrears;
- B. Pre-judgment and post-judgment interest upon that said expenses and rental arrears pursuant to section 34 of the Judicature Law (1995 Revision) amounting to CI\$211.90 at the date of issuance of this proceeding and increasing at a per diem rate of CI\$0.38;
- C. Alternatively, the Plaintiff claims interest pursuant to section 34 of the Judicature Law (1995 Revision) on the amount found to be due to the Plaintiff at such rate and for such period as the Court think fit.
- D. Costs to be taxed if not agreed.

Dated: 25 April, 2002

Filed: 25 April, 2002

Broadhurst Dacosta
 BROADHURST DACOSTA
 Attorneys-at-Law for the Plaintiff

TO: The Clerk of the Court
AND TO: Gretchen Allen

P.O. Box 30903 SMB
Grand Cayman
Cayman Islands

This Writ of Summons and Statement of Claim was issued by Broadhurst DaCosta whose address for service is Broadhurst DaCosta, Attorney-at-Law, 40 Linwood Street, P.O. Box 2503, George Town, Grand Cayman, Cayman Islands, British West Indies, Attorneys for the Plaintiff.

INDORSEMENT

The amount claimed in respect of the debt or demand is CI\$3,056.94 as principal and CI\$211.90 as interest until the issue of the writ of summons for a total amount of CI\$3,268.84. The amount of the fixed costs is CI\$250.00 and the costs of issuing the writ of summons is CI\$150.00. If, within the time for returning the acknowledgement of service, the defendant pays the plaintiff or its attorneys-at-law the total amount claimed in principal and interest, the fixed costs and the costs of issuing the writ of summons, further proceedings will be stayed. The money must be paid to the plaintiff or to its attorneys-at-law.

STATEMENT REGARDING INTEREST

- i. The date from which interest accrues is the 1 March 2001;
- ii. The prescribed rate of interest from March 1, 2001 to May 31, 2001, was 8 percent;
- iii. The prescribed rate of interest from June 1, 2001 to November 30, 2001, was 6.25 percent;
- iv. The prescribed rate of interest from December 1, 2001 is 4.5 percent per year;
- v. The total interest claimed as at the date of the issue of the writ of summons is CI\$211.90;
- vi. The amount of interest accruing each day following the issue of the writ is CI\$0.38.

This Writ of Summons and Statement of Claim was issued by Broadhurst DaCosta whose address for service is Broadhurst DaCosta, Attorney-at-Law, 40 Linwood Street, P.O. Box 2503, George Town, Grand Cayman, Cayman Islands, British West Indies, Attorneys for the Plaintiff.

**DIRECTIONS FOR ACKNOWLEDGEMENT OF SERVICE
OF WRIT OF SUMMONS**

1. The accompanying form of *Acknowledgement 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, PO Box 495, George Town, Grand Cayman.
2. A Defendant who states in his Acknowledgement 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).
3. A Statement of Claim is endorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2). The defence must be served within fourteen (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 endorsed on the Writ, the defence need not be served until fourteen (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.
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 judgement 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 fourteen (14) days after his Acknowledgement, 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 installments or otherwise.

Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgement of Service and return it to the Courts Office.
2. For the purpose of calculating the period of fourteen (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 authorized to act on behalf of the Company, but the Company can take no further steps in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL HEALTH 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

BETWEEN:

CAUSE NO: OF 2002

IDA BROWN

Plaintiff

-and-

GRETCHEN ALLEN

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 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 judgement entered by the Plaintiff (*tick box*)
Yes

Service of the Writ is acknowledged accordingly

(Signed) _____

[Attorney] for

[Defendant in Person]

Address for service:

Notes on address for service

Please see overleaf.....

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 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.

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

BROADHURST DACCOSTA
ATTORNEYS-AT-LAW
40 LINWOOD STREET
PO BOX 2503 GT
GEORGE TOWN, GRAND CAYMAN
CAYMAN ISLANDS, BRITISH WEST INDIES

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

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