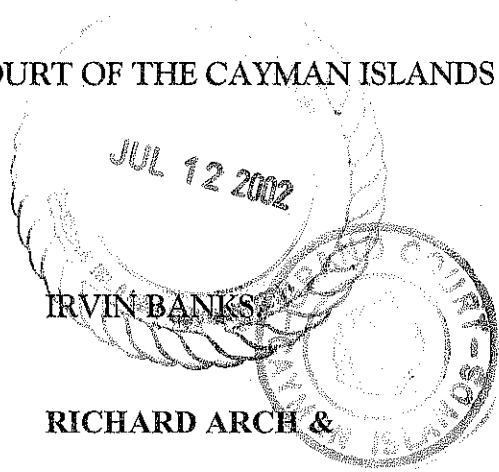


IN THE GRAND COURT OF THE CAYMAN ISLANDS



CAUSE NO. ⁵²⁴ OF 2002



BETWEEN:

IRVIN BANKS

PLAINTIFF

AND:

RICHARD ARCH &

MARGARET ARCH

DEFENDANTS'

WRIT OF SUMMONS

TO: Richard Arch
Margaret Arch
P.O. Box 165GT
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 day 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 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 12th day of JULY 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 Acknowledgement of Service are given with the accompanying form.

The Plaintiff's claim is for:

1. Restitution and or damages for illegal and or irregular and excessive distress on the Plaintiffs goods.
2. Restitution and or damages for unlawful conversion of the Plaintiffs' personal items.
3. Damages for breach of an equitable lease (agreement for a lease), made between the Plaintiff and the Defendants's, confirmed orally and in writing on the 13th July 1996, and by the Plaintiffs' part performance of the agreement in accordance with the Registered Land Law (1995 Revision), on 15th July 1996.
4. Further or alternatively, damages for misrepresentation whereby the Defendant s' partly induced the Plaintiff to enter into the said agreement for a lease.
5. Damages for loss of gross revenue and operating losses by reason of the Defendants' breach of an equitable lease and breach of the Defendants' express and implied waiver of the Plaintiffs rent arrears.
6. Damages for electricity payments made by the Plaintiff for electricity consumed by the Defendants without the Plaintiff's knowledge.
7. Interest on the said damages pursuant to the Judicature Law (1995 Revision).
8. Fixed costs
9. Costs.

DATED: 12th July 2002



Hunter & Hunter

Attorneys-at-Law for the Plaintiff

THIS WRIT was issued by Hunter & Hunter, Attorneys-at-law for the Plaintiff whose address for service is that of his said Attorneys-at-Law, The West Wind Building, 2nd Floor, P.O. Box 190GT, George Town, Grand Cayman. (Ref: SD/07211.001)

Acknowledgement 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 installments or otherwise.

*See over for notes for guidance
Please complete overleaf*

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 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 communication 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.

Hunter & Hunter
Attorneys-at-Law
The West Wind Building
2nd Floor
P.O. Box 190
George Town
Grand Cayman
Cayman Islands
BWI

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

