

IN THE GRAND COURT OF THE CAYMAN ISLANDS

546
CAUSE N^o.: OF 2002

BETWEEN:

INTRA COMMERCE HOLDINGS LIMITED

AND:

CLASSIC CLOTHIERS LIMITED



WRIT OF SUMMONS

TO: Classic Clothiers Limited
PO Box 184 SA
Thompson Building
Jennet Street
Grand Cayman
Cayman Islands BWI

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 Acknowledgment of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgment within the time stated, or if you return the Acknowledgment 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 19th 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 Acknowledgment of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. By a Lease made on 6 December 2001 in writing between the Plaintiff and the Defendant ("the Lease"), the Plaintiff leased to the Defendant and the Defendant agreed to lease from the Plaintiff all that ground floor retail space at Commerce House, George Town described in the Schedule to the Lease ("the Premises") with a gross rentable area of 858 square feet ("the rented area") as shown edged red for identification purposes only on the plan attached to the Lease, for a period of 3 years commencing on 1 December 2001 ("the Term").
2. The Plaintiff adopts in this Statement of Claim the definitions set out in the Lease except where inconsistent with the context.
3. The following were, amongst others, express terms of the Lease:
 - 3.1 The rent payable by the Defendant to the Plaintiff for the rented area was US\$28.00 per square foot per annum for the Term making the rent due a total of US\$24,024 per annum, payable in equal monthly instalments in advance on the first day of each month of the Term.
 - 3.2 The Defendant was also obliged to pay Operating Costs as set out in item 4 of the Schedule to the Lease quarterly in advance and adjusted each year based on the actual cost of the preceding year. The share of the Operating Costs payable by the Defendant for the first year of the Term was calculated at US\$3.50 per square foot of the rented area per annum, i.e. US\$3,003 per annum.
 - 3.3 By clause 4(35) of the Lease during normal trading hours for the locality to keep the Premises open for business and properly cared for and to trade actively throughout substantially the whole of the Premises.
 - 3.4 By clause 4(8) of the Lease to pay the suppliers thereof all charges for telephone, electricity and other utilities actually consumed or used in the Premises during the Term.
4. The Plaintiff will refer to the terms of the Lease and the Schedule to it for their full terms and effect at the trial of this action.
5. In breach of the Lease the Defendant vacated the Premises and the rented area on or about 17 June 2002 and returned the keys to the Premises and the rented area to the Plaintiff.
6. In further breach of the Lease, the Defendant has failed to pay part of the rent and Operating Costs due under the Lease and has also failed to pay a charge for electricity which the Plaintiff has paid on behalf of the Defendant.

Particulars

US\$

| | |
|-------------------------------|---------------|
| Rent December 2001 | 2,002 |
| Rent January 2002 | 2,002 |
| Rent February 2002 | 2,002 |
| Rent March 2002 | 2,002 |
| Rent April 2002 | 2,002 |
| Rent May 2002 | 2,002 |
| Rent June 2002 | 2,002 |
| Electricity paid by Plaintiff | <u>197.61</u> |
| Total | 14,211.61 |
| Less payments | <u>2,002</u> |

Outstanding balance due **US\$12,209.61**

7. In further breach of the Lease, the Defendant has failed to pay the Operating Costs as required by the Lease.

Particulars

US\$

| | |
|-------------------------------|--------------|
| Service charge Dec 2001 | 250.25 |
| Service Charge Jan 2002 | 250.25 |
| Service Charge Feb 2002 | 250.25 |
| Service Charge March 2002 | 250.25 |
| Service Charge April 2002 | 250.25 |
| Service Charge May 2002 | 250.25 |
| Service Charge June 2002 | 250.25 |
| Electricity paid by Plaintiff | 162.04 |
| Loss on returned cheque | <u>28.36</u> |

Total 1,942.15

Less payments 500.50

Total outstanding **US\$1,441.65**

8. Despite demands, including a demand dated 28 June 2002 made by the Plaintiff's attorneys, the Defendant has failed to pay the said sums of US\$12,209.61 or US\$1,441.65 or any part thereof. The total amount outstanding and due to the

Plaintiff is US\$13,651.26 in respect of rent and Operating Costs due to 1 June 2002 pursuant to the Lease.

9. The Plaintiff is entitled to and claims interest pursuant to Section 34 of the Judicature Law at the rate of 4.5% per annum on the sum of US\$13,651.26 from 1 June 2002 until judgment or sooner payment. Interest as aforesaid from 1 June to 18 July amounts to US\$79.10 and continues at the daily rate of US\$1.68.

AND THE PLAINTIFF CLAIMS:

- (1) The sum of US\$13,651.26.
- (2) Interest pursuant to Section 34 of the Judicature Law at the rate of 4.5% per annum from 1 June 2002 to 18 July 2002 in the sum of US\$79.10.
- (3) Continuing interest on US\$13,651.26 as aforesaid at the daily rate of US\$1.68 until judgment or sooner payment.
- (5) Fixed costs in the sum of CI\$661.94 (US\$807.24), alternatively costs to be assessed.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of US\$14,537.60 (including interest and costs) further proceedings will be stayed. The money must be paid to the Plaintiff or his Attorney.



Truman Bodden & Company
Attorneys for the Plaintiff

THIS WRIT was issued by Truman Bodden & Company, Attorneys-at-Law, whose address for service is 3rd Floor, Anderson Square Building, P.O. Box 866, George Town, Grand Cayman, British West Indies. (Ref: PWJ).