

IN THE GRAND COURT OF THE CAYMAN ISLANDS

743
CAUSE NO. OF 2003

BETWEEN:

CARIBBEAUS ARCHITECTURAL
DEVELOPMENT LIMITED

PLAINTIFF

AND:

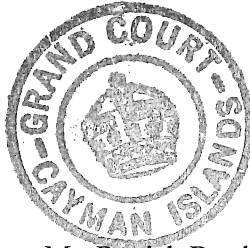
PATRICK BRODERICK

FIRST DEFENDANT

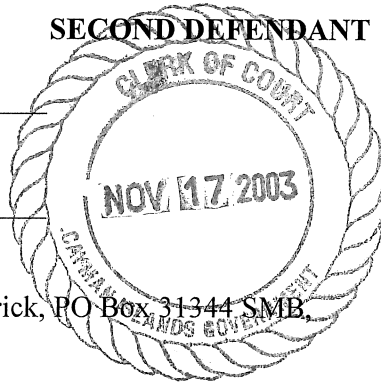
AND:

THERESA BRODERICK

SECOND DEFENDANT



WRIT OF SUMMONS



TO: Mr. Patrick Broderick and Mrs. Theresa Broderick, PO Box 31344 SMB,
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 service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, PO Box 495 G, 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 judgement may be entered against you forthwith without further notice.

ISSUED this 3rd day of November 2003.

NOTE – This Writ may not be served later than 4 calendar 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.

STATEMENT OF CLAIM

1. The Plaintiff is an ordinary resident company carrying on business within the Cayman Islands and the Defendants were tenants of the Plaintiff.
2. By way of two Leases dated 18th October 1999 ("the Leases") the Plaintiff entered into an agreement with the Defendants to lease to the Defendants premises registered at Prospect, Block 22E, Parcel 273H10 and Parcel 273H11, these parcels being commercial premises known as Units B10 and B11 at the Cayman Grand Harbour Shopping Centre.
3. The contractual term of each of the Leases was to be 10 years commencing from 1st October 1999 at an initial rent of CI\$21,060.00 per annum payable by equal monthly payments of CI\$1,755.00 in advance on the first day of each month.
4. The initial rent was to be reviewed on 1st October 2002 and thereafter on every third anniversary of that date during the tenancy.
5. In addition to the rent, the Defendants were also liable on demand for the Strata fees and all sums incurred by the Plaintiff in effecting loss of rent insurance.
6. Each Lease provided that the interest rate payable from the date on which any payment is due from the Defendants to the Plaintiff, both before and after any judgment, is 4% per annum above the Prime Lending Rate of Barclays Bank Plc for Cayman Islands Dollars or such other bank as the Landlord from time to time nominates in writing.
7. Each Lease contained the following covenants on the part of the Defendants:-
 - (i) To pay the rents on the days and in the manner set out in the Lease and not to exercise or seek to exercise any right or claim to withhold rent, or any right or claim to legal or equitable set-offs.
 - (ii) To pay and indemnify the Plaintiff against all Cayman Islands Government imposed rates, taxes, assessments, duties, charges, impositions and outgoings that may be charged, assessed or imposed upon the premises or upon the owner or occupier of them.
 - (iii) To pay to the suppliers, and indemnify the Plaintiff against, all charges for electricity, water, telecommunications and other services consumed or used at or in relation to the premises.
 - (iv) To pay to the Plaintiff on an indemnity basis costs, fees, charges, disbursements and expenses including, those payable to attorneys at law incurred by the Plaintiff in relation to the recovery or attempted recovery of arrears of rent or other sums due under the Lease.

- (v) To be responsible for and pay when due all stamp duty, registration or other fees arising from or in connection with the Lease or any documents supplemental thereto.
8. Each Lease provided that if during the term of the tenancy the rent or any other sum due remained unpaid for five days after becoming due, whether formally demanded or not, the Plaintiff may re-enter the Premises and each Lease would cease absolutely but without prejudice to any rights or remedies that may have accrued to the Plaintiff against the Defendants in respect of the breach of covenant.
 9. The Defendants took occupation of the premises on 1st October 1999. The Plaintiff granted to the Defendants a concessionary rent-free period from 1st October 1999 to 31st December 1999. The Defendants duly paid the rents, service charges and insurance in accordance with their obligations under each Lease for a period of 6 months.
 10. On 1st July 2000 the Defendants failed to pay the rent due in the sum of CI\$1,755.00 in respect of each lease and the service charges due in the sum of CI\$245.29 in respect of each lease. From 1st July 2000 to 7th January 2002 sporadic payments were made by the Defendants and since 7th January 2002 the Defendants have failed to pay any further rent or service charges due to the Plaintiff.
 11. Despite allowing the Defendants significant time within which to make these payments no further payments have been received. The Defendants vacated the premises in January 2002, having remained at the premises for 18 months without paying the rent due to the Plaintiff or the requisite service charges
 12. The Plaintiff, without any alternative, took possession of the premises on 1st April 2002.
 13. On 10th June 2003 the Plaintiff's attorneys, Ritch & Conolly, demanding payment of the rent and service charges due for the period from 1st July 2000 to 1st April 2002, served a demand letter upon the Defendants. Despite service of this demand, no payments have been received.
 14. In breach of their covenants under the Leases, the Defendants have failed to pay the rent and failed to pay the service charges due and owing.
 15. The Plaintiff claims the outstanding rent and service charge owing in respect of each lease for the period from 1st July 2000 to the date the Plaintiff took possession of the premises, 1st April 2002 in the sum of CI\$39,378.41.
 16. The Plaintiff claims interest on the sum outstanding from the date the Defendants vacated the premises, 7th January 2002, to the date of these proceedings at a rate of 8% per annum, a total sum of CI\$5,644.02 and interest continuing from the date of these proceedings until payment at the rate of 8% per annum, a daily sum of CI\$8.64.

AND THE PLAINTIFF CLAIMS AGAINST THE DEFENDANTS:-

1. The sum of CI\$39,387.41 for outstanding rent and service charges as set out under paragraph 15 above.
2. Interest in the sum of CI\$5,644.02 and continuing at the daily rate of CI\$8.64 until payment.
3. Fixed costs of CI\$500.00 together with the prescribed filing fee of CI\$443.87. Alternatively costs to be assessed pursuant to the contractual entitlement under each Lease as set out at paragraph 7(iv) above.

Dated the day of October 2003

RITCH & CONOLLY

Attorneys at Law for the Plaintiff

If, within the time limited for returning the Acknowledgement of Service the Defendant pays the amount claimed to the Plaintiff or its attorneys further proceedings will be stayed.


TO: The Clerk of the Court

AND TO: The Defendants of PO Box 31344 SMB, Grand Cayman

AND THE PLAINTIFF CLAIMS AGAINST THE DEFENDANTS:-

1. The sum of CI\$39,387.41 for outstanding rent and service charges as set out under paragraph 15 above.
2. Interest in the sum of CI\$5,644.02 and continuing at the daily rate of CI\$8.64 until payment.
3. Fixed costs of CI\$500.00 together with the prescribed filing fee of CI\$443.87. Alternatively costs to be assessed pursuant to the contractual entitlement under each Lease as set out at paragraph 7(iv) above.

Dated the 17th day of November 2003


RITCH & CONOLLY
Attorneys at Law for the Plaintiff

If, within the time limited for returning the Acknowledgement of Service the Defendant pays the amount claimed to the Plaintiff or its attorneys further proceedings will be stayed.

TO: The Clerk of the Court
AND TO: The Defendants of PO Box 31344 SMB, Grand Cayman