

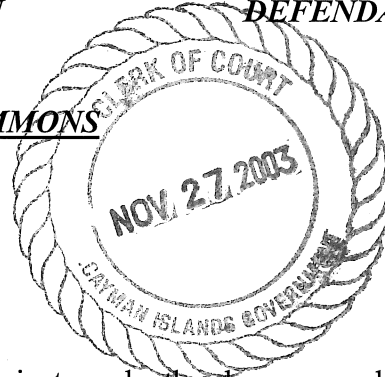
IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 769 OF 2003

BETWEEN **EXCEL WATLER** PLAINTIFF
AND **ANTHONY THOMPSON** DEFENDANT ✓



WRIT OF SUMMONS



TO: **ANTHONY THOMPSON**
70 HOSPITAL ROAD
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 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, 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 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 day of 2003

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.

ENDORSEMENT

The Plaintiff claims against the Defendant to recover possession of property being 70 Hospital Road, George Town, Grand Cayman in that the Plaintiff on or about the 31st day of August 2003 lawfully terminated the Defendant's tenancy of the said property but the Defendant has refused and or neglected to vacate the same. The Plaintiff also claim's damages being loss of income for the months of October and November 2003 and continuing as well as for damage to the said property.

AND THE PLAINTIFF CLAIMS:

1. An Order evicting the Defendant from the said property forthwith
2. Loss of rental income totalling CI\$2,200.00
3. Interest on the sum claimed at the rate of 3% per annum.
4. Damages
5. Costs.

Dated this 19th day of November 2003



Samson Murray Jackson
Plaintiff's Attorneys-at-Law

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.

769

BETWEEN EXCEL WATLER PLAINTIFF
AND ANTHONY THOMPSON 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:

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

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. OF 2003

BETWEEN EXCEL WATLER PLAINTIFF
AND ANTHONY THOMPSON DEFENDANT

STATEMENT OF CLAIM

1. The Plaintiff is the registered owner of property being #70 Hospital Road, George Town, Grand Cayman and was at all material times the landlord of the Defendant.
2. The Defendant is a resident of the Cayman Islands and was at all material times the tenant of the Plaintiff at # 70 Hospital Road, George Town, Grand Cayman.
3. The Plaintiff is entitled to and claims to recover possession of the said property.
4. By an oral agreement made sometime in the year 1999 the Plaintiff let the said property to the Defendant for a monthly tenancy at the rent of CI\$1,100.00 per month payable on the 1st day of each succeeding month.
5. By a notice to quit dated 28th day of July 2003 and served on the Defendant on the said 28th day of July 2003 the Plaintiff duly determined the said tenancy; yet the Defendant wrongfully holds possession of the said premises.

AND THE PLAINTIFF CLAIMS:

- (a) Possession of the said property.
- (b) Mesne profits at the rate of CI\$1,100.00 per month from the 1st day of September 2003 (the date on which the Defendant last paid rent) until possession be delivered up.
- (c) Damages to be assessed for the cost of carrying out remedial works on the property necessitated by the Defendant's to keep the property in tenatable repair and condition.
- (d) Interest on the mesne profits at the relevant Statutory rate(s).
- (e) Costs.

Dated this 19th day of November 2003
Filed this day of 2003



Samson Murray Jackson
Plaintiff's Attorneys-at-Law