
STATEMENT OF CLAIM

1. The Plaintiff is a Company incorporated under the laws of the Cayman Islands with its principal place of business on Eastern Avenue, P.O. Box 10001 APO, Grand Cayman, Cayman Islands. The Plaintiff is the registered owner of George Town Central, Block 14CF Parcel 205, which is commonly know as Trinity Square.
2. The First Defendant and the Second Defendant, of P.O. Box 1336 George Town, Grand Cayman, are doing business as tailors and at all material times were leasing the Premises from the Plaintiff.
3. By a lease made the 24th of April, 2001, the Plaintiff demised to the Defendant the property known as George Town Central Block 14CF Parcel 205H20 Unit #B4 at the rate of CI\$ 2,900.83 per month for a period of five 5 years (the "Lease").
4. The following were express terms of the Lease:
 - (1) That where the Defendant fails to pay any amount payable under the Lease and a five day written demand for payment has been made then the Plaintiff may terminate the lease upon service of written notice and 15 business days thereafter the Lease will terminate (Article 12.1 (a) of the Lease).
 - (2) That where the Plaintiff elects to terminate the Lease then: (i) the current month's rent and the next three month's rent will become immediately due and; (ii) the Plaintiff may reenter the Premises without notice (Article 12.2 of the Lease).
 - (3) That where the Plaintiff elects to terminate the Lease then the Defendants shall vacate the Premises and Deliver up possession of the Premises in good repair (Article 12.4 (a) of the Lease).
 - (4) That interest on all over due sums under the Lease is calculated at a rate of 1.5% above the prime rate with effect from the due date until payment (Article 12.7 of the Lease).
 - (5) That in the event of a breach by the Defendants of their obligations under the Lease then the Plaintiff is entitled to its legal costs on an indemnity basis (Article 11.1 (c) of the Lease)
5. On or about January 8 2004, the Defendants had accrued considerable arrears with respect to the sums due under the Lease and the amount the due under the Lease was CI\$ 45,720.68
6. Numerous written requests were made by or on behalf of the Plaintiff pursuant to the Lease requesting the Defendants to pay the rental arrears. The rental arrears were not paid and accordingly letters were sent to the Defendant indicating that the Lease had been terminated

pursuant to Article 12.1 of the Lease and request were made for the Defendants to vacate the premises pursuant to Article 12.4 of Lease.

7. In further breach of the lease, the Defendants have failed to vacate the premises and have continued in possession of the premises without paying the rental arrears or providing any consideration for their continued unlawful occupation.
8. The Plaintiff seeks an order of the Court granting the Plaintiff immediate possession of the premises.
9. The rental arrears presently amount to CI\$ 53,723.17 which the Plaintiff claims as damages along with 3 additional months rent as it is entitled to under the Lease. Accordingly, the Plaintiff's claim is for CI\$ 8,702.49.
10. The Plaintiff claims pre-judgment and post-judgment interest on the CI\$ 53,723.17 at the rate of 5.5% in accordance with Article 12(7) of the Lease
11. The Plaintiff claims the costs of, and occasioned by, this action on an indemnity basis pursuant to Article 11. (c) of the Lease

AND THE PLAINTIFF CLAIMS:

1. Possession of the Premises;
2. CI\$ 62,425.66;
3. Pre-judgment and post judgment interest at the rate of 5.5% in accordance with the Lease;
4. The costs of and occasioned by this action on an indemnity basis.

Dated this 23rd day of March 2004


BROADHURST DaCOSTA
Attorneys for the Plaintiff

INDORSEMENT

The amount claimed in respect of the debt is CI\$ 62,425.66 as principle. The amount of the fixed costs is CI\$ 500.00 and the costs of issuing the Writ is CI\$ 150.00 and the ad valorem fee is CI\$ 524.26 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 and serving the Writ, further proceedings will be stayed. The money must be paid to the Plaintiff or to its Attorneys-at-Law.

**DIRECTIONS FOR ACKNOWLEDGMENT 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).

If 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.

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 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.

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 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 DaCOSTA
ATTORNEYS-AT-LAW
40 LINWOOD STREET
PO BOX 2503 GT
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.