

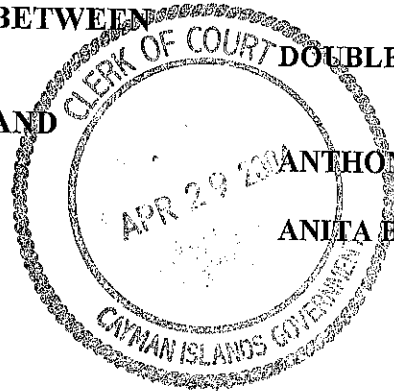
IN THE GRAND COURT OF THE CAYMAN ISLANDS
HOLDEN AT GEORGE TOWN

CAUSE No. 223 of 2004

BETWEEN DOUBLE SCREW LIMITED

PLAINTIFF

AND

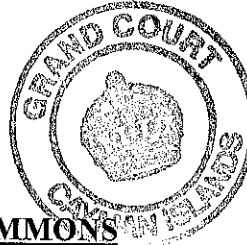


ANTHONY TRUMAN

1ST DEFENDANT

ANITA BARNES

2ND DEFENDANT



WRIT OF SUMMONS

TO: Anthony Truman
c/o Anita Barnes
163 Eastern Avenue
George Town.
Grand Cayman

AND TO: Anita Barnes
163 Eastern Avenue
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 attached 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 495 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 without stating that you intend to contest these proceedings, the Plaintiff may proceed with the action and Judgment may be entered against you forthwith without further notice.

Issued this 29th day of April, 2004.

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 herein, unless renewed by the order of the Court.

IMPORTANT: Directions for Acknowledgment of Service are given with this form.

STATEMENT OF CLAIM

1. The Plaintiff is a limited liability company which is registered and incorporated pursuant to the laws of the Cayman Islands having its registered office situated at Woodward Terry & Company, P.O. Box 1992, George Town, Grand Cayman. And at the material time was the Lessor to the Defendants.
2. The Defendants, Anthony Truman and Anita Barnes, are individuals residing in Grand Cayman, Cayman Islands, and at the material time was the Lessees of the Plaintiff Company
3. The Plaintiff and Defendants entered into a lease purchase agreement on or around 15th August 2001, the terms of which are as follows;
 - (a) In consideration of the payment of the rents reserved the Lessor demises unto the Lessees all the unfurnished apartment No. H6 situated at Hebron Brooks Apartments, Templeton Drive, Windsor Park, George Town Grand Cayman to hold the same for 12 calendar months at the rent of CI\$1,790.21 per month payable in advance on the 1st day of each month. The first payment being due 15th September 2001.
 - (b) The parties mutually agree that each month's rental payment of CI\$1,790.21, CI\$150.00 is in respect of strata fees due to Hebron Brooks Strata Corporation and CI\$1,640.21 is in respect of the rental payments due therein.
 - (c) The Parties agreed that the Lessees must pay a late charge of CI\$25.00 for each payment that is more than 10 days late. Which is due on the next month rent.
 - (d) Should the Lessees continue to make the rental and strata payments of CI\$1,790.21 for 12 months term at the end of such term the Lessor shall based on the amortization scheduled attached tot he lease give the Lessees a rebate of CI\$1,435.01 and the Lessees shall pay to the Lessor the sum of CI\$14,000.00 of which CI\$10,000.00 shall be credited towards the purchase price of the Demised premises and CI\$4,000.00 shall be for the purchase of the schedule chattels and thereafter the purchase price for the premises shall be CI\$138,564.99, which shall be repaid by way of 48 consecutive monthly payments of \$1,790.21
 - (e) If the Lessees do not exercise the option in this Lease to purchase the Demised Premises then all sums paid hereunder shall be considered rental payments due under this Lease
4. Further, among other things, the Lessees jointly and severally covenant with the Lessor the following;
 - (a) Not to make or permit or suffer to be made any alterations in or external to the demise premises
 - (b) Throughout the term to keep the demised premises and all additions thereto and the Lessor fixtures and furnishings therein and the drains, soil and other pipes and sanitary and water apparatus thereof in good repair and operating condition

- (c) To keep the fittings, furnishings and appliances in good repair and not to remove the same and to replace articles lost, damaged or destroyed by the Lessees with others of similar kind and equal value reasonable wear and tear accepted.
 - (d) To pay to the suppliers thereof or the Strata all charges for electricity, telephone, gas, water, sewerage, garbage collection, cable and general maintenance charges and other utilities consumed in the demised premises during the said term.
 - (e) To transfer at the Lessees' expense all of the services referred to in sub-clause 4 (d) to the name of the Lessees and to arrange for these services to be transferred back to the Lessor at no cost to the Lessor should the Lease be terminated in accordance with the terms of the Lease.
 - (f) To yield up the demises premise in tenantable repair and condition.
 - (g) To pay for all alterations, charges, repairs, materials, maintenance including plumbing and electrical, labour and tradesmen in connection with anything done under this agreement and any other outgoings.
 - (h) The lease shall determine but without prejudice to the rights tot he Lessor in respect of any prior claim, if the Lessees does not pay the monthly rent or any amount due by him hereunder or any part thereof 30 days after being notified that the same has become due, or if the monthly rent has remained unpaid for 90 days.
 - (i) If at any time two or more persons are included in the expression "the Lessees" then covenants entered into or implied herein by or on the part of the Lessees shall be deemed to be and shall be construed as covenants entered into by and binding on such persons jointly and severally.
5. The said lease was signed and each page initialed by both Defendants as agreeing to the terms of the lease arrangement.
 6. In or around April 2003 the rent payments was not being made on time and the 2nd Defendant indicated that she was having problems making the payments since the 1st Defendant had moved out and/or wasn't contributing to the payments and she was unable to keep up with the payments of \$1650.00 on her own. She agreed to pay the Plaintiff the balance of the rent once she got the money.
 7. In or around August 2003 the rents was still not being paid in full and Mr. Angel Hawkins, Director of Double Screw Limited through his attorneys Woodward Terry & Company issued a formal demand letter dated 5th August 2003 for the rents owed and notice to vacate the premises on or before the 31st August 2003. At, that date the arrears of rent was CI\$8250.00.
 8. Anita Barnes indicated to Mr. Hawkins that she &/or Anthony Truman would have attempted to get a loan form their bankers Barclays Bank plc, now known as First Caribbean International Bank or Cayman National Bank. Upon those assurances the Plaintiff Company continued to give the Defendants time to pay off their indebtedness.
 9. Despite the past notices to the Defendants and their various undertakings to remedy the arrears, the account still remained delinquent, and again a formal notice of

demand was issued to the Defendants dated 21st January 2004 and a notice to quit on or before 28th January 2004. The arrears owing on 21st January 2004 was CI\$10,250.00, which included \$250.00 legal fees.

10. The Defendants asked for some additional time to move and the Mr. Hawkins informed Anita Barnes that the rents would remain owing for each month she remained in the apartment.
11. The 2nd Defendant moved out of the apartment sometime in March 2004, and did not inform the Plaintiff Company and further never returned the keys for the said demised premises. Further, when the Plaintiff re-entered the premises he found the apartment to be in a dreadful state and needed many repairs. The Defendants did not upkeep the premises in accordance with their agreement. The following items was damaged or needed repairs or replacing;
 - (a) The keys to the front and back of the premises needed to be replaced since the Defendants did not return the keys as well as the front door needed to be replaced
 - (b) The carpet needed to be replaced on the recommendation of Roper Janitorial since there was burn and spots, which could not be removed or improved with cleaning.
 - (c) One of the bedroom doors had to be replaced because of damage, it seems like a huge hole was made by someone trying to gain entry
 - (d) The entire place had to be repainted as the wall was in deplorable condition.
 - (e) And a variety of items had to be replaced as it was either damages or removed from the premises.
12. Additionally, the Defendants left an outstanding balance on their utility bills, which the Plaintiff had to pay in order to avoid disconnection. A total of CI\$181.56 was paid to Water Authority - Cayman and CI\$192.55 paid to Caribbean Utilities Company.
13. The total amount owing on outstanding charges, replacement and labour for items listed in clauses 11 and 12 equal CI\$3784.18
14. As at the date the commencement of this proceedings 6th April 2004, total outstanding included rent for February 2004 is CI\$ 15,684.18
15. The fees incurred or to be incurred for which the Defendant is liable on an indemnity basis in accordance with the agreement as pleaded in paragraph 4 are as follows:

Fees	CI\$ 500.00
Disbursements	
Issuance of proceedings:	CI\$ 206.84
Service of proceedings :	<u>CI\$ 60.00</u>
	CI\$ 766.84

16. Accordingly, the Defendants is indebted to the Plaintiff in the sum of CI\$16,451.02

AND THE PLAINTIFF claims;

- 1) Payment of the principal amount, interest and cost outstanding of CI\$ 16,451.02 to 29th April 2004;
- 2) Interest at the statutory rate of 3% from the date hereof to the date of final judgment;
- 3) Cost and attorney fees;
- 4) And further or other relief as this Honourable Court deems just.

Brooks & Brooks

BROOKS & BROOKS
Attorneys at Law for the Plaintiff

NOTE: PLEASE NOTE that if within the time for returning the Acknowledgment of Service (i.e. 14 days) the Defendant pays the total amount claimed of CI\$15,684.18 plus fixed cost of CI \$500.00 and disbursements of CI\$ 266.84 (total CI\$16,451.02) further proceedings will be stayed. The money must be paid to the Plaintiff or his Attorneys at Law.

THIS WRIT OF SUMMONS was filed by Brooks & Brooks Attorneys at law for and on behalf of the Plaintiff herein whose address for service is that of his said Attorneys One Artillery Court, Shedden Road, George Town, Grand Cayman, Cayman Islands, PO Box 1355 George Town, GRAND CAYMAN

FORM 8

Acknowledgement of Service of Writ of Summons Rule (O.12 r.3)

**DIRECTIONS FOR ACKNOWLEDGEMENT OF SERVICE
OF WRIT OF SUMMONS**

**IF YOU INTEND TO INSTRUCT AN ATTORNEY TO ACT FOR YOU GIVE
HIM THIS FORM IMMEDIATELY**

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 signed by the Defendant and his Attorney (if any) and must be delivered or sent by post to the Law Courts, P.O Box 495 GT, 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 acknowledgment of 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 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 money by instalments or otherwise.

See over 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 form and return it to the Courts Office.
2. For the purposes of calculating the period of 14days for acknowledging service, a summons 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 mane 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 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 of 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 someone authorised 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 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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS
HOLDEN AT GEORGE TOWN

223
CAUSE No. of 2004

BETWEEN

DOUBLE SCREW LIMITED

PLAINTIFF

AND

ANTHONY TRUMAN

1ST DEFENDANT

ANITA BARNES

2ND 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 judgment being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.

1. State the full name of the defendant by whom or on whose behalf the service of the Writ of Summons is being acknowledged
-

2. State whether the Defendant intends to contest the proceedings (tick 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 judgment entered by the Plaintiff .

Service of the Writ of Summons is acknowledged accordingly.

Attorney for the Defendant

Defendant

Dated the day of 2004.