

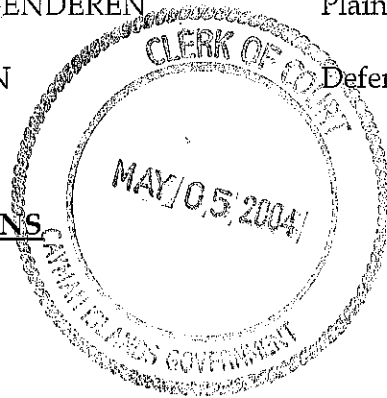
IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 237 OF 2004

BETWEEN: (1) HENDRIK-JAN van GENDEREN
(2) GELIA FREDERICK-van GENDEREN Plaintiffs
AND: MINAKSH JAJA BODDEN Defendant

WRIT OF SUMMONS

TO: MINAKSH JAJA BODDEN
P.O. Box 31450 SMB
Grand Cayman



THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiffs, Hendrik-Jan van Genderen and Gelia Frederick-van Genderen, in respect of the claim set out on the next page.

Within fourteen (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 495G, 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 5th day of May, 2004

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 Acknowledgment of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. By a Lease Agreement dated 30 October 2002 ("the Agreement") made between the Plaintiffs and the Defendant and Cliff Bodden (but signed only by the First Plaintiff and the Defendant), the Plaintiffs agreed to let and the Defendant and Cliff Bodden agreed to take the house known as No. 49 Coral Stone Way Spotts ("the Premises") for a term of one year commencing on 1 March 2002 at the monthly rental of CI\$3,000 payable in advance on the first day of each month.

2. By Clause 2 of the Agreement, the Defendant agreed with the Plaintiffs, inter alia, as follows:
 - (1) To pay the reserved rent on the days and in the manner pleaded in paragraph 1 above;
 - (2) To pay the costs of water, electricity, telephone and cable T.V. directly to the service provider;
 - (3) Throughout the term to keep the Premises and the fixtures and fittings therein in good and tenable repair and condition (fair wear and tear excepted) and to replace all damage or lost items and/or affect repair to all damaged items;
 - (4) To yield up the Premises with the fixtures, fittings, furniture and contents and additions thereto at the termination of the tenancy in good and tenable repair and condition in accordance with the covenants therein before contained.

3. Clause 9 of the Agreement provided that all covenants and agreements on the part of the Defendant and Cliff Bodden should be deemed to be joint and several.

4. The Plaintiffs will refer to the Agreement at the trial hereof for its full terms and effect.

5. By Notice dated 17 October 2003, served on the Defendant and Cliff Bodden pursuant to Clause 4 (1) of the Agreement, the Plaintiffs terminated the Agreement as at 24 October

2003 by reason of non-payment of rent as hereinafter pleaded. The Defendant vacated the Premises on 31 October 2003.

6. **Non-payment of rent**

The rent for August, September and October 2003 amounted to CI\$9,000 against which the Defendant has paid the following sums only:

July 2003	\$1,500 - part payment of deposit	
18 September 2003	\$1,500 - rent arrears	
24 September 2003	\$2,500 - rent arrears	
21 November 2003	<u>\$1,000</u> - rent arrears	
	\$6,500	
Arrears of rent:		\$2,500.00

7. **Other claims**

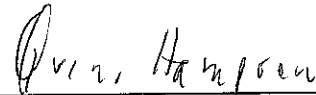
(1)	Water bill for September/October 2003:	\$1,107.08
(2)	Replacement of living room carpet ruined by dogs:	\$1,750.00
(3)	Replacement of damaged coffee table:	\$ 200.00
(4)	Flea and tick treatment (from dogs):	\$ 257.50
(5)	Cleaning:	<u>\$ 449.00</u>
		\$3,763.58
	Less credit for difference in value between bedroom suite left by Defendant and missing twin bed, mattress and headboard	- <u>\$1,500.00</u>
	Other claims total:	\$2,263.58

8. In the premises, the Defendant is indebted to the Plaintiffs in the sum of \$4,763.58.

9. The Plaintiffs claim interest pursuant to section 34 of the Judicature Law (2002 Revision) on the said sum from 1 November 2003 until judgment at the statutory rate.

AND the Plaintiffs claim:

- (1) \$4,763.58;
- (2) Interest on the said sum pursuant to section 34 of the Judicature Law (2002 Revision) at the statutory rate from 1 November 2003 until judgment being \$71.26 to 30 April 2004 and continuing at the daily rate of \$0.39;
- (3) Costs.



QUIN & HAMPSON
Attorneys-at-Law for the Plaintiffs

This Writ of Summons was filed by Quin & Hampson, Attorneys-at-Law for the Plaintiffs herein whose address for service is Harbour Centre, Third Floor, P.O. Box 1348 GT, George Town, Grand Cayman

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 his 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.

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 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 or principal 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.

Quin & Hampson
Attorneys-at-Law
Harbour Centre, Third Floor
P.O. Box 1348
George Town
Grand Cayman
(Kenneth Farrow)

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

[Empty box for defendant's attorney indorsement]