

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 446 of 2004 ✓

BETWEEN:

MONTPELLIER PROPERTIES (CAYMAN) LIMITED

PLAINTIFF

AND:

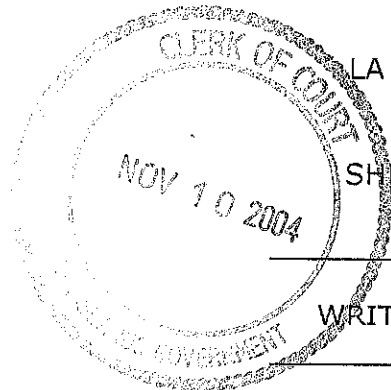
LA SHERIE LTD.

1st DEFENDANT

AND:

SHERIE EBANKS

2nd DEFENDANT



WRIT OF SUMMONS

La Sherie Ltd. and
Sherie Ebanks
Grand Cayman
Cayman Islands
BWI



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 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 495GT, Grand Cayman, Cayman Islands, 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 29 day of October 2004

NOTE: This Writ 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 issued unless renewed by order of the Court.

IMPORTANT

Directions for Acknowledgement of Services are given with the accompanying form.

STATEMENT OF CLAIM

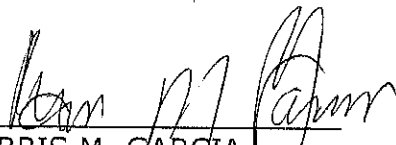
1. The Plaintiff is a Company incorporated under the laws of the Cayman Islands with its' principal place of business being located on Shedden Road, P.O. Box 2136GT, Grand Cayman, Cayman Islands. The Plaintiff is the registered proprietor of George Town Central Block 14BH Parcel 137 and Block 14CJ Parcel 7, which is commonly known as "Elizabethan Square".
2. The First Defendant and the Second Defendant, both of P.O. Box 1744GT, Grand Cayman, are doing business as a clothing retailer and is and was at all material times tenants of the Plaintiff.
3. That under a number of two year lease agreements between 1st April, 1987 and 1st April 2004, the Plaintiff rented to the Defendant Unit 108 in the property known as George Town Central Block 14BH Parcel 137 at the rate of CI\$1,466.67 per month.
4. That the said lease expired on April 1st, 2004 but the defendants remained in occupation making them tenants at will.
5. The Plaintiff relies upon all of the terms and conditions implied by operation of the Registered Land Law (2004 Revision) ("the Law") generally and Section 53 thereof in particular, which provides:
 - (a) Payment of the rent reserved by the lease at the times and in the manner therein specified.
6. The Plaintiff also relies upon Section 55 of the Law which affords a landlord the right of forfeiture where a tenant commits a breach or omits to perform a term or condition of the lease.
7. As at October 15th, 2004 the Defendant had accrued considerable arrears with respect to the sums due under the tenancy at will, and the amount due thereunder was CI\$6,944.01.
8. Numerous requests were made by or on behalf of the Plaintiff requesting the Defendants to pay the rental arrears. The rental arrears were not paid and accordingly a demand notice pursuant to section 56 of the Registered Land Law (2004 Revision) was sent to the Defendants indicating, inter alia, that the tenancy at will had been terminated.
9. In further breach of the tenancy at will 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.

10. The Plaintiff seeks an order of the Court granting the Plaintiff immediate possession of the premises.

AND THE PLAINTIFF CLAIMS:

1. Possession of the Premises;
2. The sum of CI\$6,944.01 that is due and owing under the said lease;
3. Pre-judgment and Post-judgment interest at the statutory rate];
4. Costs.

Dated this 29th day of October 2004.



MORRIS M. GARCIA
Attorneys for the Plaintiff

INDORSEMENT

The amount claimed in respect of the principal sum is CI\$6, 944.01 plus statutory interest and fixed cost of CI\$ 500.00. 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 its' Attorneys-at-Law.

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CAUSE NO: *446* **OF 2004**

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MONTPELIER PROPERTIES LIMITED

PLAINTIFF

AND:

LA SHERIE LTD.

1st DEFENDANT

AND:

SHERIE EBANKS

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 (tick appropriate box).

_____ YES

_____ NO

Service of the Writ is acknowledged accordingly.

Attorney for the Defendant

Defendant

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 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.

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

MORRIS M. GARCIA
P.O. Box 253SAV
Grand Cayman
Cayman Islands
British West Indies

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

THIS WRIT OF SUMMONS was issued by Morris M. Garcia, Attorney-at-Law, for and on behalf of the Plaintiff herein whose address for service is that of its Attorney P.O. Box 253SAV, Suite #2 Nevlaw Building, George Town, Grand Cayman.

**DIRECTION 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, P.O. 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 the Plaintiff if acting in person).

If a Statement of Claim is endorsed on the Writ (ie. 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 a Statement of Claim is not endorsed 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 Acknowledgement of Service, that he intends to apply a stay, execution will be stayed for 14 days after his Acknowledgement, but he must, within that time, **issue a Summons** for a stay of execution, supported by affidavit of his means. The affidavit should state any offer which the Defendant desires to make for the payment of the money by instalments or otherwise.

See over notes for guidance

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 14 days for acknowledging service, a writ served on the Defendant personally is treated as having been served on the day it was delivered.
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.