

IN THE GRAND COURT OF THE CAYMAN ISLANDS

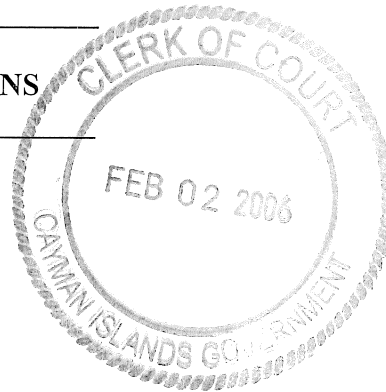
CAUSE NO. 45 OF 2005

BETWEEN RYAN WALROND
HAROLD WALROND
and PLAINTIFFS

AND THE ATTORNEY GENERAL OF THE
CAYMAN ISLANDS DEFENDANT

WRIT OF SUMMONS

The Attorney General of the Cayman Islands
Government Administration Building,
Elgin Avenue,
George Town
Grand Cayman



THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiffs 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 Courts Office, P.O. Box 495 GT, George Town, Grand Cayman, the accompanying Acknowledgement of Service form stating whether you intend to contest these proceedings.

If you fail to satisfy the claim or fail to return the Acknowledgement of Service form within the time stated or if you return the Acknowledgment of Service form 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 any further notice to you.

Issued this *2nd* day of February 2006

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.

STATEMENT OF CLAIM

1. The Plaintiffs were at all times the registered joint proprietors of a parcel of land situate at Block 4B Parcel 105, West Bay North West measuring approximately 0.6 acres (hereinafter referred to as “the Property”).
2. At the material time, officers of the Government and in particular Mr. Orett Connor was responsible for the collection, removal, and disposal of debris, material, garbage, reuse, vegetation, building rubble, household waste and similar items (hereinafter collectively referred to as “hurricane debris”) which resulted from the passage of Hurricane Ivan over the Cayman Islands on or about the 11th & 12th of September 2004.
3. The Defendant is the proper party in this action for and on behalf of the Government pursuant to the Crown Proceedings Law (1997 Revision) for the breaches committed by Government as particularized hereunder.
4. On or about October 2004 the Defendant acting under Emergency powers following the passage of Hurricane Ivan caused the Property to be used as a dump site for hurricane debris without the prior knowledge or approval of the Plaintiffs.
5. By agreement dated the 20th day of April 2005 (hereinafter referred to as “the Agreement”), the Defendant agreed with the Plaintiff as follows:
 - a) to pay to the Plaintiffs the sum of CI\$3,500.00 per month as compensation for the use of the property;

- b) that such payments were to be retrospective and cover the use of the property from on or about the 15th day of September 2004 and ending on the 31st March 2005;
 - c) that thereafter the sum of CI\$3,500 would to be payable each month in arrears until the removal of the hurricane debris and the completion of the restoration works on the property;
 - d) that in discharging its obligations under the Agreement with respect to contamination prevention the Defendant would conduct periodic checks on the property to detect the presence of any contaminants and to bear the cost of any decontamination procedures which may be recommended as a result of the said inspections;
 - e) that in discharging its obligations under the Agreement with respect to restoration works, the Defendant would within 45 days of final removal of hurricane debris restore the land so far as it is reasonably possible to its original condition and to a level in relation to adjacent roadways that accords with its original status;
 - f) that on or before the date of the commencement of restoration works the Defendant would post signage on the lands advising the public that the property was no longer a temporary hurricane debris storage site;
 - g) that the Defendant would for a period of one hundred and eighty days after the date of the cessation of the restoration works, to remove any debris subsequently placed on the property without the knowledge or consent of the Plaintiffs.
6. That in breach of the terms of the Agreement the Defendant has failed to meet its obligations thereunder in the following manner:

- (i) The property has not been restored to its original condition;
- (ii) There have been no inspections on the property by any member of the Department of Environmental Health to ascertain whether any contaminants are present on the Property nor have the Plaintiffs received any reports on any such inspection;
- (iii) No signs were posted at the Property advising the public that the Property was no longer to be used as a temporary post hurricane dump site until on or about the 15th of November 2005;
- (iv) As a direct result of (ii) above further debris was dumped at the property on or before July 2005 which further debris was not removed from the Property by the Defendant before November 2005;
- (v) The Plaintiffs have received no further payments from the Defendant for the use of the Property up to the time of removal of the final debris or the completion of the restoration works under the terms of the Agreement for the period April 2005 to present.

AND THE PLAINTIFF CLAIMS:

1. The sum of CI\$3,500.00 per month owing to the plaintiffs for use of the Property for the period March 31st 2005 to present.
2. Interest thereon pursuant to s.34 of the Judicature Law (2004 Revision) at such rate as the Court shall think fit.
3. The costs of and occasioned by this action.

Dated this 2nd day of February 2006



Associated Advocates Chambers
Attorneys-at-Law for the Plaintiff

This **statement of claim** was filed by Associated Advocates Chambers, Attorneys-at-Law for the Plaintiff whose address for service is that of his attorneys-at-Law at #196 Shedden Road, George Town, Grand Cayman.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 45 OF 2005

BETWEEN HAROLD WALROND PLAINTIFFS
RYAN WALROND

AND ATTORNEY GENERAL OF THE CAYMAN ISLANDS
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. Delay may result in judgment being entered against a Defendant whereby he may have to pay the costs of applying to set it aside. If any information required is omitted or given wrongly, **THIS FORM MAY HAVE TO BE RETURNED.**

1. State the name of the Defendant by whom or on whose behalf the service of the 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 judgment entered by the Plaintiff. Tick the appropriate box. () yes () no

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:

Associated Advocates Chambers
Attorneys-at-Law
FIS Building
#196 Shedden Road
George Town
Grand Cayman

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

[Empty box for Defendant's Attorney indorsement]