

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE N^o: 76 OF 2005

BETWEEN: TIBBETTS SQUARE LTD

PLAINTIFF

AND: LYNDON MARTIN

DEFENDANT

WRIT OF SUMMONS

TO: LYNDON MARTIN of PO Box 2899GT Grand Cayman, Cayman Islands.

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of the claim set out overleaf.

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 495GT, 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 23rd day of February 2005.

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 Acknowledgment of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. By an agreement made in or about July 2002 orally between Mary Brandes on behalf of the Plaintiff and the Defendant ("the Lease"), the Plaintiff agreed to lease to the Defendant and the Defendant agreed to take from the Plaintiff the premises known as Unit #8 Tibbetts Square, Cayman Brac, Cayman Islands BWI ("the Premises").
2. It was an express term of the Lease, agreed orally between Mary Brandes and the Defendant, that the Defendant would pay to the Plaintiff the sum of CI\$475 per month during the Lease.
3. The Defendant paid to the Plaintiff a monthly rent of CI\$475 on or before the first of each month after he took the Premises until the Defendant defaulted in payment of the rent due to the Plaintiff.
4. In breach of the requirements of the Lease, the Defendant has failed to pay the rent due to the Plaintiff since 1 May 2004. The Plaintiff is entitled to and does claim interest pursuant to Section 34 of the Judicature Law at the rate of 3% per annum from the date on which the rent fell due for payment under the Lease until the date of the Writ.

Particulars of unpaid rent and interest

	CI\$	Interest @ 3% p.a. to 23 Feb 05
Rent due 1 May 2004	475.00	11.60
Rent due 1 June 2004	475.00	10.46
Rent due 1 July 2004	475.00	9.25
Rent due 1 August 2004	475.00	8.04
Rent due 1 September 2004	475.00	6.87
Rent due 1 October 2004	475.00	5.66
Rent due 1 November 2004	475.00	4.49
Rent due 1 December 2004	475.00	3.28
Rent due 1 January 2005	475.00	2.11
Rent due 1 February 2005	<u>475.00</u>	<u>0.90</u>
Total	CI\$4,750.00	62.66

5. Further, the Plaintiff is entitled to and does claim continuing interest pursuant to section 34 of the Judicature Law on the sum of CI\$4,750 until judgment or sooner payment at the daily rate of CI\$0.39.
6. In the alternative, the Plaintiff is entitled to and does claim interest pursuant to section 34 of the Judicature Law at such rates and on such sums and for such periods as to the Court shall seem just.

7. Despite demands, the Defendant has failed to pay the sums due to the Plaintiff or any part thereof.

AND THE PLAINTIFF CLAIMS AGAINST THE DEFENDANT:

- (1) The sum of CI\$4,750.
- (2) Interest pursuant to section 34 of the Judicature Law as claimed in paragraph 4 above to 23 February 2005 in the sum of CI\$62.66.
- (3) Continuing interest pursuant to section 34 of the Judicature Law from 23 February 2005 until judgment or sooner payment at the daily rate of CI\$0.39.
- (4) In the alternative to (2) and (3) above, interest pursuant to Section 34 of the Judicature Law (2002 Revision) at such rates and on such sums and for such periods as to the Court shall seem just.
- (5) Further or other relief.
- (6) Fixed costs of CI\$250 plus prescribed Court fees of CI\$150.

INDORSEMENT REGARDING INTEREST PURSUANT TO GCR ORDER 6 RULE 2(f)

- (i) The prescribed rate of interest is 3% per annum.
- (ii) The dates from which interest is payable are the dates set out in paragraph 4 above being the dates on which the rent was due for payment.
- (iii) The total amount of interest claimed in these proceedings up to 23 February 2005 is CI\$62.66.
- (iv) The total amount of interest accruing each day from 23 February 2005 on the principal sum claimed in these proceedings is CI\$0.39.

If within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of CI\$5,212.66 (including interest and costs) further proceedings will be stayed. The money must be paid to the Plaintiff or its Attorneys.

Truman Bodden & Co.

Truman Bodden & Company, Attorneys-at-law for the Plaintiff

THIS WRIT AND STATEMENT OF CLAIM was issued by Truman Bodden & Company, Attorneys-at-Law, whose address for service is 5th Floor, Anderson Square Building, PO Box 866GT, George Town, Grand Cayman, British West Indies (ref PWJ), Attorneys for the Plaintiff, Tibbetts Square Ltd of PO Box 56 West End, Cayman Brac, Cayman Islands, BWI.