

IN THE GRAND COURT OF THE CAYMAN ISLANDS

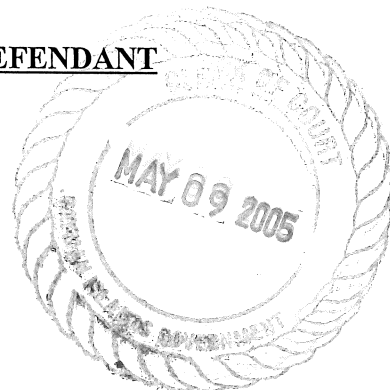
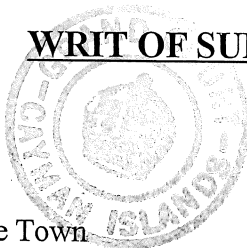
CAUSE NO: 222 OF 2005.

BETWEEN: STACEY ANN KELLY PLAINTIFF ✓

AND: VICTOR LOOK LOY DEFENDANT

WRIT OF SUMMONS

TO: Victor Lookloy,  
Windward Centre,  
Smith Road, George Town



**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 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 <sup>th</sup> 9 day of May 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.

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## STATEMENT OF CLAIM

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1. The Plaintiff is and was at all material times a co-tenant of premises known as and situate at Apartment #2, 83A, Orange Drive, Prospect, Grand Cayman, Cayman Islands (hereinafter the "Premises").
2. The Defendant is and was at all material times the landlord of the said Premises under a lease agreement as hereinafter particularised. The Defendant shall hereinafter where the context permits be referred to as the "Landlord".
3. The terms of the lease agreement (the "Lease Agreement" as defined in paragraph 5 hereof) under which the Plaintiffs held the Premises of the Defendant were made (*inter alia*) partly in writing and partly orally and made on or about October 2003.
4. On the 19<sup>th</sup> day of April, pursuant to the judgment of the Grand Court made on the 14<sup>th</sup> day of February 2005 in Cause No 11 of 2005, the Grand Court ordered and declared (*inter alia*) as follows:
  1. A Declaration that the First Plaintiff entered into occupation of the Leased Premises as a lessee on or about the 1<sup>st</sup> October 2003 pursuant to an implied tenancy for the same term and upon the same conditions as the Lease (hereinafter the "First Plaintiff's Lease");
  2. A Declaration that the First Plaintiff on or after the 1<sup>st</sup> October 2004 continued to occupy the Leased Premises with the consent of the lessor after the termination of the First

Plaintiff's Lease on a periodic tenancy of twelve months duration expiring on the 30<sup>th</sup> September 2005;

3. A Declaration that in respect of the Lease and in respect of the First Plaintiff's Lease the Notice of Termination purported to have been served by the Defendant on the Plaintiffs and each of them and dated the 17<sup>th</sup> December 2004 (the "Purported Termination Notice") was null, void and of no effect in respect of both and/or either of the Plaintiffs' said tenancies;
4. A Declaration that in any and every event the Purported Termination Notice was null, void and of no effect;
5. The oral and written terms of the Lease Agreement together with the terms of the Lease Agreement declared by the Grand Court as set out in paragraphs 3.1 to 3.4 hereof shall hereinafter be referred to as the "Lease Agreement Terms".
6. The Lease Agreement contained the following express alternatively implied terms:
  1. A covenant on the part of the Landlord that the Plaintiff would  
".....*peaceably hold and enjoy the demised premises during the said term without any interruption by the Landlord or any person* ....";
  2. A term that the Landlord would not be entitled to enter the Premises otherwise than on proper and reasonable notice to the Plaintiff
  3. A term that the Landlord would ensure an uninterrupted supply of water to the Premises;

4. A term that the Landlord would not terminate or attempt or purport to terminate the Lease Agreement by notice prior to the expiry of the term of the said Lease Agreement;
7. The Plaintiff will rely at the trial hereof on the Lease Agreement (as hereinbefore defined) as to its full terms and effects
8. Wrongfully and in breach of the express alternatively implied terms of the Plaintiffs Lease set out in paragraphs 6.1 to 6.4 hereof the Defendant has:
  1. Prevented the Plaintiff from having access to the Premises in the following manner:
    - a. On or about Monday, 2<sup>nd</sup> May 2005 the Defendant, while the Plaintiff was out of the Cayman Islands, changed the locks on the doors of the Premises;
    - b. On or about Monday, 2<sup>nd</sup> May 2005 arranged and/or procured the attendance of a security guard at the Premises to prevent the Plaintiff having access thereto.
  2. Disconnected, or arranged for or procured the disconnection of, the supply of water to the Premises by the Water Authority;
  3. Clandestinely, unlawfully and without proper or any notice to the Plaintiff entered onto the Premises using keys to the premises in his possession for the purposes of preventing the Plaintiff from having quiet enjoyment of the Premises
9. Further by reason of the Declaration of this Honourable Court as pleaded in paragraph 4.2 hereof it is not lawful for the Defendant to terminate or to serve notice to terminate the Lease Agreement to have effect prior to the expiry of the term of the Lease Agreement on the 30<sup>th</sup> September 2005.

10. Wrongfully and in breach of the said Lease Agreement and in breach of the said Declaration the Defendant has purported to terminate the said Lease Agreement before the expiry of the said Lease Agreement as aforesaid.
11. Further it is not lawful for the Defendant to seek to forfeit the said Lease Agreement otherwise than in accordance with sections 56 and 57 of the Registered Land Law (2004 Revision).
12. It is not lawful for the Defendant to obtain or seek to obtain possession of the Premises whether for breach of any covenant or by reason of any purported forfeiture of the said Lease Agreement without an express Order of the Grand Court ordering the Plaintiff to deliver up possession of the Premises to the Defendant.
13. It is not lawful for the Plaintiff to use any keys to the Premises which he may have in his possession to gain entry to the premises otherwise than strictly in accordance with the express terms contained in the Lease Agreement and only for the purposes expressly contained in the said Lease Agreement. The Plaintiff will aver at the trial hereof that any entry to the Premises using any keys to the Premises in his possession by the Defendant otherwise than strictly in accordance with the terms of the said Lease Agreement is unlawful and actionable on the case for trespass.
14. Wrongfully and unlawfully and in breach of the said Lease Agreement and contrary to the law as pleaded in paragraphs 9 to 13 hereof the Defendant has sought to forcibly re-enter the Premises with the intent to deprive the Plaintiff of her use and occupation thereof and with the intent to effect a forfeiture of the said Lease Agreement.
15. Further the actions of the Defendant set out in paragraphs 8.1 and 8.3 of this Statement of Claim constitute the tort of trespass to goods, that is to say the torts of conversion and detinue by reason of which the Plaintiff has suffered loss and damage.

## PARTICULARS OF LOSS AND DAMAGE

The Plaintiff was deprived of access to and the right to use all of her personal possessions in the Premises including clothing and accessories, both work attire and leisure wear, by reason of which she was unable to report for work from the time she returned to the Cayman Islands until the Order of the Court made on Thursday, 5<sup>th</sup> May 2005

16. Further, pursuant to section 34 of the Judicature Law (2004 Revision) the Plaintiffs and each of them are entitled to and claim to recover interest on the amount found to be due to them at such rate and for such period as the Court may think fit.

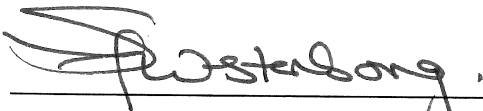
### **AND THE PLAINTIFF CLAIMS:**

1. Under paragraphs 8 to 14 hereof damages for breach of contract;
2. Under paragraph 15 hereof damages for trespass to goods;
3. An injunction to restrain the Defendant whether by himself, his servants, agents or howsoever otherwise from preventing or obstructing in any way howsoever the Plaintiff's entitlement to quiet enjoyment of the Premises under the Lease Agreement;
4. An injunction restraining the Defendant from entering upon the Premises other than on proper written notice of not less than 72 hours such notice to be delivered to the Attorneys for the Plaintiff receipt of which shall be acknowledged in writing which entry shall be for the purposes only of inspecting the Premises in accordance with the terms of the Lease Agreement;

5. An injunction to restrain the Defendant his servants agents or howsoever otherwise from cutting off, or procuring the cutting off of, the supply of utilities to the said Premises;
6. An injunction to restrain the Defendant from harassing, threatening, orally abusing (whether in person or in telecommunications) or otherwise molesting the Plaintiff or from coming within 50 yards of the said Premises without first serving not less than 48 hours written notice of such intention to the Plaintiff's attorney such notice to state the purpose of such attendance at the Premises;
7. Interest under paragraph 16 above at such rate and for such period as the Court thinks fit;
8. Costs.

STEPHEN HALL-JONES

Filed the 9<sup>th</sup> Day of May 2005.



SHEENA FREDERICK-WESTERBORG  
Attorney-at-Law for the Plaintiffs

THIS WRIT OF SUMMONS was issued by SHEENA FREDERICK-WESTERBORG, Associated Advocates Chambers, Attorney-at-Law for the Plaintiff, whose address for service is #196 Shedden Road, George Town, Grand Cayman, Cayman Islands

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*

**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 judgement 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 this 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 judgement entered by the Plaintiff (tick box).

Yes

No

Service of the Writ is acknowledged accordingly

(Signed).....  
[Attorney] for  
[Defendant in person]  
Address for service:  
Notes on address for service

**Please complete overleaf**

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.

address and reference, if any in the box below:

Sheena Frederick-Westerborg  
Attorney-At-Law for the Plaintiff Associated  
Advocates Chambers  
#196 Shedd Road, George Town  
Grand Cayman

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