

IN THE GRAND COURT OF THE CAYMAN ISLANDS
HOLDEN AT GEORGE TOWN

CAUSE No. ²⁸⁹ of 2005

BETWEEN

DOUBLE SCREW LIMITED

PLAINTIFF

AND

KAREN McKEE

DEFENDANT

WRIT OF SUMMONS

TO: **KAREN McKEE**
The Shores, Meadow Ave #46
West Bay
GRAND CAYMAN

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of the Claim set out on the attached 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 495 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 without stating that you intend to contest these proceedings, the Plaintiff may proceed with the action and Judgment may be entered against you forthwith without further notice.

Issued this ^{23rd} day of JUNE, 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 herein, unless renewed by the order of the Court.

IMPORTANT: Directions for Acknowledgment of Service are given with this form.

STATEMENT OF CLAIM

1. That the Plaintiff is a limited liability company which is registered and incorporated pursuant to the laws of the Cayman Islands having its registered office at the Woodward Terry & Company P.O. Box 1992 George Town, Grand Cayman. And at the material time was the Lessor to the defendant.
2. That the Defendant is an individual residing in Grand Cayman, and at the material time was the Lessee of the Plaintiff Company.
3. That the Plaintiff and Defendant entered into a rental agreement for No. 5 Hebron Brooks Apartment approximately two years ago.
4. That on several occasions the Defendant was either short or late on her rent and she was asked to vacate the premises. On or about November 2004 the Defendant moved out of the premises and moved to a new apartment in West Bay.
5. That in breach of the expressed terms of their rental agreement, the Defendant did not settle the outstanding utility bills with Caribbean Unities Company and the Water Authority Cayman. Further the Defendant removed furniture from the premises on her departure from the apartment.
6. That when the Defendant vacated the premises she left the premises the carpet was in such a deplorable condition it could not be cleaned and had to be replaced. That Mr. Angel Hawkins, director and shareholder of Double Screw Limited spoke to the Defendant on several occasions to pay the sums outstanding and the cost of items removed or damaged but never received any compensation from the Defendant.
7. That on 18th January 2005 Messers Woodward Terry & Company, attorneys at law wrote a formal demand letter to the Defendant itemizing the debt and the amount owing to the Plaintiff of CI\$9088.30 and requested that the sums be paid on or before the 31st January 2005.
8. That despite various undertakings to remedy the arrears the Defendant has still not made any payments to the Plaintiff.
9. As a result of the said breach of the agreement by the Defendant to settle her account, the Plaintiff has suffered loss in that it has not been paid the funds outstanding to it

10. As of the commencement of these proceedings 23rd June 2005 total outstanding is CI\$9088.30 and the Defendant is indebted to the Plaintiff of this sum.

AND THE PLAINTIFF claims;

- 1) Principal amount outstanding as at 23rd June 2005 CI\$9088.30
- 2) Interest at the statutory rate of 3% from the date hereof to the date of final judgment
- 3) Legal fees and cost
- 4) And further or other relief as this Honourable Court deems just.

Dated this 23rd day of June 2005



BROOKS & BROOKS
Attorneys at Law for the Plaintiff

NOTE: PLEASE NOTE that if within the time for returning the Acknowledgment of Service (i.e. 14 days) the Defendant pays the total amount claimed of CI\$9088.30 plus cost of CI \$500.00 and disbursements of CI\$ 200.00 (total CI\$9788.30) further proceedings will be stayed. The money must be paid to his Attorneys at Law.

THIS WRIT OF SUMMONS was filed by Brooks & Brooks Attorneys at law for and on behalf of the Plaintiff herein whose address for service is that of his said Attorneys One Artillery Court, Shedden Road, George Town, Grand Cayman, Cayman Islands, PO Box 1355 George Town, GRAND CAYMAN

FORM 8

Acknowledgement of Service of Writ of Summons Rule (O.12 r.3)

DIRECTIONS FOR ACKNOWLEDGEMENT OF SERVICE OF WRIT OF SUMMONS

IF YOU INTEND TO INSTRUCT AN ATTORNEY TO ACT FOR YOU GIVE HIM THIS FORM IMMEDIATELY

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 signed by the Defendant and his Attorney (if any) and must be delivered or sent by post to the Law Courts, P.O Box 495 GT, 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 acknowledgment of 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 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 money by instalments or otherwise.

See over notes for guidance

Please complete overleaf

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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 .

Service of the Writ of Summons is acknowledged accordingly.

Attorney for the Defendant

Defendant

Dated the day of 2005.

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.

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

**Brooks & Brooks
Attorneys-at-Law
One Artillery Court
Shedden Road
George Town
Grand Cayman**

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

[Empty box for defendant's attorney indorsement]