

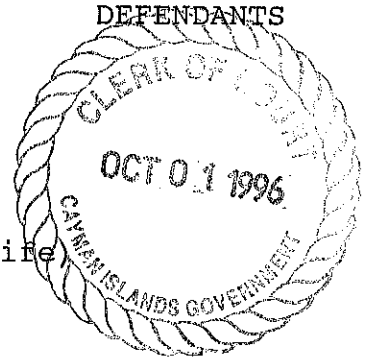
IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 508 OF 1996.

BETWEEN: MOST LIMITED PLAINTIFF  
AND: ANTHONY BODDEN (1)  
GRETLEY BODDEN (2) DEFENDANTS

WRIT OF SUMMONS

TO: ANTHONY BODDEN and GRETLEY BODDEN (his wife)  
both of George Town, 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 Statement of Claim.

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 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 1<sup>st</sup> day of October 1996.



**NOTE** - This Writ may not be served later than 4 calendar months beginning with the date of issue unless renewed by order of the Court.

IMPORTANT

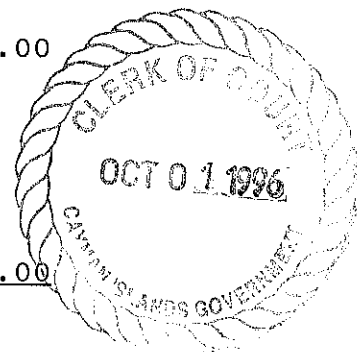
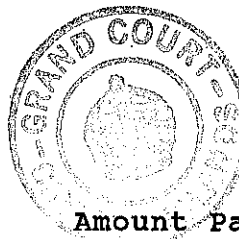
Directions for Acknowledgment of Service are given with the accompanying form.

SPECIALLY ENDORSED STATEMENT OF CLAIM

1. By an Agreement in writing dated the 3rd July 1995 the Plaintiff let to the Defendants a dwelling house situated upon parcel 72 Block 20 D of the George Town registration section for a period of one year at a rent of CI\$1,000.00 per month payable in advance.
2. The Defendants unlawfully terminated the said Agreement and vacated the said premises without notice on or about the 20th October 1995. The Plaintiff, in order to mitigate his loss, re-let the premises to a third party at the same rent on a date in mid-November 1995.
3. During the currency of the said tenancy the Defendants failed and neglected to pay rent when it fell due and fell into arrears. The sum of CI\$4,000.00 is due and payable to the Plaintiff.

PARTICULARS

Rental Period	Amount Due (CI\$)	Amount Paid (CI\$)
3 July 1995	1,000.00	1,000.00
3 August 1995	1,000.00	
3 September 1995	1,000.00	
3 October 1995	1,000.00	
3 November 1995	<u>1,000.00</u>	
	Amount Due	<u>4,000.00</u>
	<u>5,000.00</u>	<u>5,000.00</u>



4. The Plaintiff is entitled to and hereby claims interest upon the said sum at the rate prescribed in the Judicature Law (R) as from the 3rd November 1995 to the date hereof being 325 days at CI\$0.81 per day being CI\$263.25.

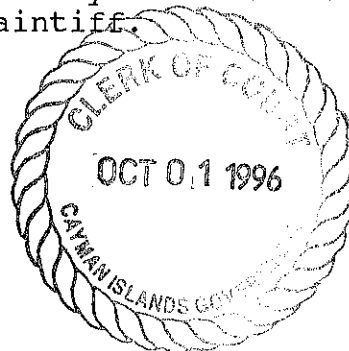
AND THE PLAINTIFF CLAIMS

1. The sum of CI\$4,000.00
2. Pre-Judgment interest of an amount of CI\$263.25.
3. Post-Judgment interest pursuant to the Judicature Law (1995 Revision)
4. Costs.

DATED this 1<sup>st</sup> day of October 1996.

*Ritch & Conolly*  
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RITCH & CONOLLY  
Attorneys-at-Law for the  
Plaintiff.

To: The Clerk of Court  
And to: The Defendant



TAKE NOTICE that if the sum of CI\$4,263.25 together with filing fee of CI\$115.00 and legal costs of CI\$250.00, amounting to CI\$4,628.25 is paid into Court or to the Plaintiff's Attorney-at-Law within the time for acknowledging service all further proceedings will be stayed.



Filed by Messrs. Ritch & Conolly, Attorneys-at-Law for an on behalf of the Plaintiff herein whose address for service is P.O. Box 1994, George Town, 3rd Floor Royal Bank of Canada Building, Grand Cayman, Cayman Islands, B.W.I.