

IN THE GRAND COURT OF THE CAYMAN ISLANDS

BETWEEN:

CAUSE NO. 326 OF 2006

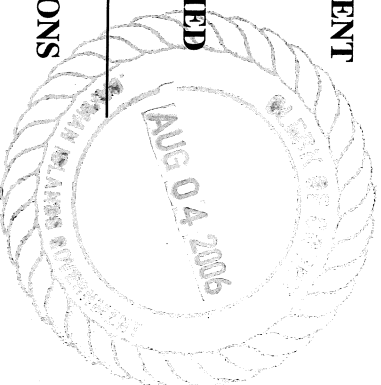
MARK PARCHMENT

Plaintiff

-AND-

DEBRA MOHAMED

Defendant



WRIT OF SUMMONS

DEBRA MOHAMED
#95 Reverend Blackman Road
West Bay
Grand Cayman
Cayman Islands, B.W.I.

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

Within fourteen (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, PO Box 495 GT, Grand Cayman, Cayman Islands, the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgement within the time stated, or if you return the Acknowledgement 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 day of August 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 issued unless renewed by order of the Court.

IMPORTANT

Directions for Acknowledgement of Services are given with the accompanying form.

STATEMENT OF CLAIM

1. The Plaintiff is the owner of the property know as Registration Section West Bay Block 4E Parcel 483 (the "Property").
2. By an agreement made in writing, dated the 3rd of August 2004, and executed by both parties, the Plaintiff agreed to lease the Property to the Defendant for a term of 24 months, commencing on the 1st of August 2004, at a rate of CI\$ 1,500.00 per month to be paid on or before the fifth day of each month (the "Agreement").
3. The following were express terms of the Agreement:
 - 3.1 That the Defendant would pay the rent as described in paragraph 2 above;
 - 3.2 That the Defendant would keep the Property in good condition and repair and at the expiration of the lease would surrender and deliver up the same in as good order and condition as when entered upon, loss by fire, inevitable accident, act of God or ordinary wear and tear excepted;
 - 3.3 That if the Defendant is in arrears in the payment of rent, or any portion thereof, or in default of any of the covenants or agreements contained in the lease to be performed by the Defendant, which default shall be uncorrected for a period of five (5) days after the Plaintiff has given written notice thereof, the Plaintiff may, at his option, without liability for trespass or damages, enter into and upon said premises or a portion thereof, declare the term of the lease ended, repossess the said premises, peaceably expel and remove the Defendant, those claiming under her, or any person or persons occupying the same and their effects, all without prejudice to any other remedies available to the Plaintiff for arrears of rent or breach of covenant;
 - 3.4 That the Plaintiff, in consideration of a non-refundable purchase option credit of CI\$ 8,000 which will be credited on execution of option and performance of all covenants and agreements herein to be performed by the Defendant under the lease, and for the Defendant agreeing to perform all minor repairs to the Property during the term of the lease granted to the Defendant an exclusive option to purchase the Property at any time during the lease for the sum of CI\$ 175,000.00;
 - 3.5 That CI\$ 1,000 of each on time rent payment would be credited to the purchase price of the property provided the Defendant exercised the purchase option.

4. Pursuant to the Agreement the Defendant took possession of the premises on or about August 2004 and provided the non-refundable option as described in paragraph 3.4 above.
5. In May 2006, the Defendant failed to pay the entire rent as it fell due and had rental arrears of CI\$ 950.00. Pursuant to an oral agreement between the Plaintiff and the Defendant the Plaintiff agreed to waive the rental arrears in exchange for the Plaintiff not being required to complete painting works to the rear of the Property.
6. In June 2006, the Defendant failed to pay any rent to the Plaintiff and accordingly had rental arrears of CI\$ 1,500.00. By letter dated the 29th of June 2006 the Plaintiff's attorneys wrote the Defendant stating pursuant to the Agreement that if the rental arrears were not paid within 5 days of receipt of the letter the Plaintiff would terminate the Agreement and bring proceedings to remove the Defendant from the Property.
7. The letter was personally served upon the Defendant on or about the 18th of July 2006.
8. The Defendant has refused, or otherwise failed to pay any of the rental arrears to the Plaintiff and in further breach of the Agreement failed to pay any rent for the month of July 2006.
9. In further breach of the lease, the Defendant has failed to vacate the premises, despite the written notice of the Plaintiff and the term of the lease having expired, and has continued in possession of the premises without paying the rental arrears or providing any consideration for her continued unlawful occupation.
10. In the circumstances, the Plaintiff seeks an order of the Court directing the Defendant to vacate the premises immediately and providing possession of the Property to the Plaintiff.
11. The rental arrears presently amount to CI\$ 3,000 which the Plaintiff claims as damages along with damages to be assessed for every day that the Defendant continues her unlawful occupation of the Property.
12. As a result of the Defendants breach of the Agreement and the termination of the Agreement the Plaintiff seeks a declaration the deposit paid by the Defendant is now forfeit and the Plaintiff is entitled to keep same. Alternatively, as a result of the failure of the Defendant to exercise the purchase option during the term of the lease the deposit is forfeit and the Plaintiff is entitled to keep same.
13. The Plaintiff claims pre-judgment and post-judgment interest on the rental arrears of CI\$ 3,000 and damages at the rate of 3% per annum pursuant to Section 34 of Judicature Act (1995 Revision) and the Judgment Debts (Rate of Interest) Rules.

AND THE PLAINTIFF CLAIMS:

1. Possession of the Property;
2. CI\$ 3,000 in rental arrears;
3. Damages for the Defendant's continuing unlawful occupation of the Property;
4. Declaration the deposit paid by the Defendant is forfeit;
5. Pre-judgment and post judgment interest;
6. Costs

Dated this 4th day of August 2006

BROADHURST BARRISTERS
Broadhurst Barristers
Attorneys-at-Law for the Plaintiff

This Writ of Summons and Statement of Claim was filed by Broadhurst Barristers, Attorneys-at-law for the Plaintiff, whose address for service is 40 Linwood Street, PO Box 2503, George Town, Grand Cayman, Cayman Islands, British West Indies.

**DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS**

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 delivered or sent by post to the Law Courts, PO Box 495, George Town, Grand Cayman.
2. A Defendant who states in his Acknowledgement 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 endorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2). The defence must be served within fourteen (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 endorsed on the Writ, the defence need not be served until fourteen (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 Acknowledgement of Service, that he intends to apply for a stay, execution will be stayed for fourteen (14) days after his Acknowledgement, 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.

Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgement of Service and return it to the Courts Office.
2. For the purpose of calculating the period of fourteen (14) days for acknowledging service, a Writ served on the Defendant personally is treated as having been served on the day it was delivered to him.
3. Where the Defendant is sued in a name different from his own, the form must be completed by him with the addition in paragraph 1 of the words "sued as (*the name stated on the Writ of Summons*)".
4. Where the Defendant is a FIRM and an Attorney is not instructed, the form must be completed by a PARTNER by name, with the addition in paragraph 1 of the description "Partner in the firm of (.....)" after his name.
5. Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN HIS OWN, the form must be completed by him with the addition in paragraph 1 of the description "trading as (.....)" after his name.
6. Where the Defendant is a LIMITED COMPANY the form must be completed by an Attorney or by someone authorized to act on behalf of the Company, but the Company can take no further steps in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL HEALTH PATIENT, the form must be completed by an Attorney acting for a guardian *ad litem*.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

BETWEEN:

CAUSE NO. 326 OF 2006

MARK PARCHEMENT

-AND-

Plaintiff

DEBRA MOHAMED

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. 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 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 (tick box)
 Yes

Service of the Writ is acknowledged accordingly

(Signed) _____
 [Attorney] for
 Defendant in Person
 Address for Service:

Notes on address for service

Please see over leaf...

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 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 or principal office.

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

**BROADHURST BARRISTERS
ATTORNEYS-AT-LAW
40 LINWOOD STREET
PO BOX 2503 GT
GEORGE TOWN, GRAND CAYMAN
CAYMAN ISLANDS, BWI**

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

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