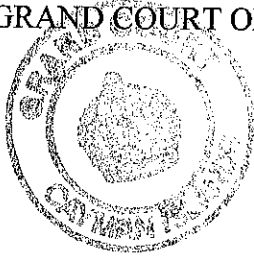


IN THE GRAND COURT OF THE CAYMAN ISLANDS



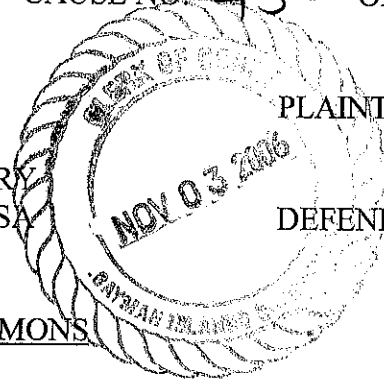
CAUSE NO: 450 OF 2006

BETWEEN: CORENE SMITH

PLAINTIFF

AND: MONALISA MORGAN BERRY
T/A HAIRDEN BY MONALISA

DEFENDANT



WRIT OF SUMMONS

TO: Monalisa Morgan Berry
C/o Hairden by Monalisa
130 Mary Street
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 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 495GT, 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 3rd day of November, 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 issue unless renewed by order of the Court.

IMPORTANT

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

STATEMENT OF CLAIM

1. The Plaintiff was at all material times the Landlord of the premises known as 130 Mary Street, George Town, Grand Cayman and the Defendant was at all material times the Tenant who operated a beauty salon from the said premises.
2. On February, 21st 2005, the Plaintiff and the Defendant entered into a written lease agreement.
3. It was an express term of the lease agreement under **Section 2** that the term of the lease would be one year, beginning on April 1st 2005, and terminating on April 1st 2006, at 12:00 noon.
4. It was expressly agreed under **Section 3 B** that the Defendant would pay rent in the amount of CI\$1,500.00 per month commencing April 1st 2005 and on the 1st day of each subsequent month during the term of the lease agreement.
5. It was further agreed under **Section 3 C** that the Plaintiff would be charged a late penalty fee of CI\$25.00 if the monthly rent was 5 or more days late.
6. It was further agreed under **Section 3 E** that if the Plaintiff deducts any amount from the monthly rent, the lease agreement will be terminated with written or verbal notice.
7. **Section 3 D** entitles the Plaintiff to terminate the lease agreement by giving 30 days notice, if the Defendant was consistently late with payments or failed to pay the monthly rent and penalty charges. The Defendant has been late with payments from 1st April, 2005 to 1st November, 2006 (19 months x CI\$25.00 = **CI\$475.00**).

8. The Defendant paid the Plaintiff rent by way of a cheque in March, 2006 and that cheque in the amount of CI\$1,500.00 was returned unpaid. Despite bringing the returned cheque to the attention of the Defendant, the Defendant has failed to rectify the problem and that amount remains due and owing.
9. The Plaintiff will rely on the lease agreement in its entirety at the date of the trial.
10. The Plaintiff gave three written notices to the Defendant to vacate the premises but the Defendant has refused to vacate the premises. The Plaintiff has also made written demands for payment of the outstanding rents without success. The Defendant's written response to the Plaintiff was that the Plaintiff should take the matter before the court.
11. The Defendant is in breach of the lease agreement entered into on February 21st, 2005 and the subsequent month-to-month tenancy agreement and such breach has caused the Plaintiff loss and damage.

PARTICULARS OF BREACH

- (a) The Defendant has failed and/or refused to pay the sum of **CI\$12,245.00** under the lease agreement and the monthly tenancy agreement broken down as follows:

Rent due on 1 st April, 2005	CI\$1,500.00
Rent due on 1 st May, 2005	1,500.00
Rent due on 1 st June, 2005	1,500.00
Rent due on 1 st July, 2005	1,500.00
Rent due on 1 st August, 2005	1,500.00
Short fall on rent due 1 st September, 2005	245.00
Rent due on 1 st March, 2006 (returned cheque)	1,500.00
Rent due on 1 st October, 2006	1,500.00
Rent due on 1 st November, 2006	1,500.00
	<u>CI\$12,245.00</u>

- (b) The Defendant has deducted C\$245.00 from the rent money in September, 2005 contrary to Section 3E of the lease agreement.

- (c) The Defendant is seriously in arrears of payment of rent and has been consistently late with monthly payments and has not paid any late penalty fees since April 2005.


AND THE PLAINTIFF claims:

1. The sum of **C\$12,245.00** as arrears of rent;
2. Late penalty fees in the amount of **C\$475.00**;
3. Interest pursuant to the Judicature Law;
4. Costs to be taxed if not agreed.

AND THE PLAINTIFF prays:

That the Defendant immediately vacates the premises known as 130 Mary Street.

Dated this 3rd day of November, 2006



Facey-Clarke & Associates
Attorneys-at-Law for the Plaintiff

THIS WRIT OF SUMMONS was issued by Facey-Clarke & Associates, Attorneys-at-Law for the Plaintiff herein whose address for service is that of the said Attorneys-at-Law, Ground Floor, Unit 119, Elizabethan Square, Grand Cayman

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS

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 495GT, 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

Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgment of Service and return it to the Courts Office.
2. For the purpose of calculating the period of 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 authorised to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL 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

CAUSE NO: 450 OF 2006

BETWEEN: CORENE SMITH PLAINTIFF
AND: MONALISA MORGAN BERRY DEFENDANT
T/A HAIRDEN BY MONALISA

ACKNOWLEDGMENT 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 no
-

Service of the Writ is acknowledged accordingly

Dated:

(Signed).....

Please complete overleaf

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. In the case of a limited company, "residence" means its registered or principal office.

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

Margeta Clarke
c/o Facey-Clarke & Associates
Ground Floor, Unit 119, Elizabethan Square
Grand Cayman, Cayman Islands, B.W.I.
Tel: 946-8111 / Fax: 946-8141
Email: mclarke@candw.ky

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

[Empty box for defendant's Attorney indorsement]