

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 363 OF 2007

BETWEEN

KIM AVALON SAMUELS

PLAINTIFF

AND

BARRINGTON INVESTMENTS LTD.

1st DEFENDANT

AND

VERNON BARRINGTON WEBB JR.

2nd DEFENDANT

WRIT OF SUMMONS

TO: BARRINGTON INVESTMENTS LTD VERNON BARRINGTON WEBB JR.
c/o Campbells c/o Fidelity Bank
ScotiaBank Bldg. Dr. Roy's Drive
George Town, Grand Cayman 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 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 Acknowledgement of Service, stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or 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 judgement may be entered against you forthwith without further notice.

Issued this day of May 2007

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 Acknowledgement of Service are given with the accompanying form.

ENDORSEMENT

The Plaintiff claims against the Defendants jointly and/or severally to recover damages for breach of agreement as well as to recover damages for losses occasioned to the Plaintiff by Defendants joint or sole breach of the said agreement whereby the Defendant, jointly severally agreed to repay the Plaintiff the sum expended by him in carrying out and effecting repairs following the passage of Hurricane Ivan in September 2004 to commercial property located on Eastern Avenue, George Town, Grand Cayman, from which the Plaintiff operated a business known as The Corner Restaurant.

The Plaintiff further seeks a Declaration that he is entitled to a ten-year lease in respect of the said premises from which The Corner Restaurant since or about March 2005.

Dated this 8th day of May 2007



Associated Advocates Chambers
Plaintiff's Attorneys-at-Law

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BETWEEN KIM AVALON SAMUELS PLAINTIFF
AND BARRINGTON INVESTMENTS LTD. 1st DEFENDANT
AND VERNON BARRINGTON WEBB JR. 2nd DEFENDANT

STATEMENT OF CLAIM

1. The Plaintiff was at all material times a Businessman and the owner and operator of business known as The Corner Restaurant located on premises owned by the First Named Defendant at Eastern Avenue, George Town, Grand Cayman, which said premises were occupied by the Plaintiff since sometime in 1991 pursuant to an agreement between the Plaintiff and the previous Registered owner of the said premises Mr. Vernon Webb Jr., the father of the Plaintiff.
2. The First Named Defendant is purportedly a Registered Company pursuant to the Company Law of the Cayman Islands but whose Registered Office is unknown to the Plaintiff. The said Second Defendant was formed on a date after the agreement between the Plaintiff and the aforementioned Vernon Webb Jr. and purportedly succeeded the latter named person as the owner of the said premises. The said Second Named Defendant purportedly had as its shareholders the said Vernon Webb Sr., and his children Vernon Webb Jr., Sharon Webb-Seales and Debbie Webb-McField.
3. The Second Defendant at all material times purportedly acted on behalf of the First Defendant or alternatively acted on his own behalf or in breach of his authority on behalf of the First Defendant.
4. The Plaintiff has been in sole occupation of the premises known as The Corner Restaurant since 1991 to present.
5. In September 2004 the said premises was extensively damaged by Hurricane Ivan, which hit the Island on or about the 11th September that year.
6. Shortly after the passage of the said Hurricane on a date that the Plaintiff cannot now recall the Second Named Defendant, acting in his own right or on behalf of the First Named Defendant, requested that the Plaintiff use his own funds to effect repairs to the said premises on condition that the Second

Defendant would repay the sum so expended by the Plaintiff in carrying out the said repairs on collection of the insurance proceeds in respect of the said premises.

7. The Plaintiff initially denied the Second Defendant's said request and informed the Defendant that the funds in his possession had been earmarked for another project.
8. Following further discussions between the Plaintiff and the Second Named Defendant it was agreed between the parties that the Plaintiff would effect the said repairs from his own funds on condition that the Second Defendant, who purportedly acted on behalf of the First Named Defendant, would repay the moneys so expended by the Plaintiff and provide the Plaintiff with a ten-year lease of the said premises.
9. That the Plaintiff had the said repairs effected between the months of October 2004 and March 2005.
10. On a date in March 2005 the Plaintiff enquired of the Second Named Defendant as to when he could expect to receive repayment of the sums he had expended in repairing the premises and the agreed ten-year lease document.
11. On the said date the Second Defendant informed the Defendant that he had used the proceeds of the insurance over the premises to effect repairs to his home and apartments and requested that the Plaintiff give him some more time to repay the moneys expended. The said Second Defendant further informed the Plaintiff that his Attorneys were drafting the ten-year lease and that the same would be provided to him shortly thereafter.
12. That to date the Plaintiff has not been repaid by either of the Defendants and the agreed Lease has not been provided to him in breach of the agreements between the Plaintiff and the Second Named Defendant.
13. That in consequence of the Defendants' said breach the Plaintiff has suffered damages.

Particulars of Damages

Cost of repairs to the premises:	CI\$68,540.00
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14. That in further consequence of the said loss the Plaintiff claims to be entitled to interest on the said sum:

Statement Regarding Interest

- a. The prescribed rate of interest from the 1st April 2005 to the 30th June 2006 was 3%
- b. The prescribed rate of interest from the 1st day of July to present is 7¼%.

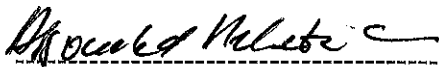
Schedule of Interest Calculated

- 3. Interest from 1st April 2005 to the 31st October 2005
 $\$6,400.00 \times 3\%/100 \times 214/365$
 $\$6,400.00 \times .030 \times 0.58$ = \$105.09
- 4. Interest from 1st November 2005 to 30th June 2006
 $\$13,440 \times 3\% \times 242/365$
 $\$13,440 \times .030 \times 0.66$ = \$266.11
- 5. Interest from 1st July 2006 to 31st October 2006
 $\$16,960.00 \times 7.25\%/100 \times 122/365$
 $\$16,960.00 \times .0725 \times 0.33$ = \$405.76
- 6. Interest from 1st November 2006 to 8th May 2007
 $\text{CI}\$22,768.00 \times 7.25\%/100 \times 189/365$
 $\text{CI}\$22,768.00 \times .0725 \times 0.51$ = \$841.00

AND THE PLAINTIFF CLAIMS:

- (a) The said sum of CI\$91,308.00
- (b) Interest thereon pursuant to the Judicature Law and the Judgment Debts (Rates of Interest) Rules at the prescribed rates thereunder set from time to time;
- (c) A Declaration that the Plaintiff is entitled to remain and operate his business in the premises for ten years since March 2005 subject to such terms in respect of rent that may be agreed between the parties.
- (d) Costs

Dated the 8th day of May 2007



Associated Advocates Chambers
Attorneys-at-Law for the Plaintiff

**DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE
OF ORIGINATING SUMMONS**

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.

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. If you wish to defend claims made in the originating summons, or intend to attend the proceedings and to participate in them so far as necessary (although not necessarily in an adversarial manner) you should tick the "Yes" box in paragraph 2 of the acknowledgment of service.
3. 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.
4. 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 Originating Summons)".
5. 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.
6. 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.
7. 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.
8. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian *ad litem*.
9. A Defendant acting in person may obtain help in completing the form at the Courts Office.

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AND VERNON BARRINGTON WEBB JR. 2nd 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 judgement being entered against a Defendant whereby he May have to pay the costs of applying to set it aside.

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

Service of the Writ is acknowledged accordingly

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

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 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 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:

Associated Advocates Chambers
2nd Floor (East Wing) FIS Building
196 Shedden Road
George Town, Grand Cayman
PO Box 10067, Grand Cayman KY1-1001
Cayman Islands

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