

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 363 OF 2007

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

AMENDED WRIT OF SUMMONS

TO: **BARRINGTON INVESTMENTS LTD** **VERNON BARRINGTON WEBB JR.**
a/o Campbells *c/o Fidelity Bank*
ScottoBank 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 on the basis that the Defendants are stopped from denying a contract to lease him the said premises in consideration of his undertaking to repair the roof thereof following damages caused to it by Hurricane Ivan.

Dated this 8th day of May 2007

Dated this 10th day of October 2007



Associated Advocates Chambers
Plaintiff's Attorneys-at-Law



THIS WRIT was issued by Associated Advocates Chambers, Attorneys at-Law, for and on behalf of the Plaintiff whose address for service is that of his said Attorneys-at-Law, FIS Building (Second Floor, East Wing), 194 Shedden Road, George Town, Grand Cayman.

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



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)

<input type="checkbox"/>	yes	<input type="checkbox"/>	no
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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).

<input type="checkbox"/>	yes
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Service of the Writ is acknowledged accordingly

(Signed).....
[Attorney] for
[Defendant in person]

Address for service:

Notes on address for service

Please complete overleaf

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) FTS 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:

- 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 and in so doing acted to his detriment.
 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: | CIS68,540.00 |
|----------------------------------|--------------|
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 7½%.

Schedule of Interest Calculated

1. Interest from 1 st April 2005 to the 30 th June 2006	
$\$68,540.00 \times 3\%/100 \times 456/365$	
$\$68,540.00 \times .030 \times 1.24$	-\$2,549.68
2. Interest from 1 st July 2006 to 8 th May 2007	
$\$68,540.00 \times 7.25\%/100 \times 312/365$	
$\$68,540.00 \times .0725 \times 0.85$	=\$4,223.77

15. The Plaintiff had prior to agreeing to the Second Defendants request that he carry out the repairs to the said premises entered into an agreement in respect of building a restaurant on property located in West Bay, Grand Cayman in consideration of which the Plaintiff was required to pay rental of C\$800.00 per month for the period November 2004 to October 2005; C\$880.00 per month for the period November 2005 to October 2006; C\$968.00 per month from November 2006 to October 2007.
16. The terms of this agreement was made known to the Second Defendant and it was in the clear contemplation of the parties that if the sum expended by the Plaintiff was not repaid when it fell due to be so paid that the Plaintiff would incur losses in respect of the said agreement and this would have to be recouped from the Defendants.
17. That the Plaintiff estimates that the said business would have generated profit of C\$16,000.00 per month.
18. That as a consequence of the breach complained of herein the Plaintiff has lost the benefit of this agreement and has accordingly suffered loss:

Particulars of Loss

- (a) Rental payment from 1st April 2005 to 8th May 2007, C\$ 22,768.00 and continuing.

19. That in further consequence of this 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 7½%.

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
 $\text{C}\$22,768.00 \times 7.25\% / 100 \times 189/365$
 $\text{C}\$22,768.00 \times .0725 \times 0.51$ = \$841.00

AND THE PLAINTIFF CLAIMS:

- (a) The said sum of C\$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 and that the Defendants are estopped from evicting him from the said premises.
(d) Costs

Dated the 8th day of May 2007

Dated the 11th day of October 2007



Associated Advocates Chambers
Attorneys-at-Law for the Plaintiff