

IN THE GRAND COURT OF THE CAYMAN ISLANDS  
CIVIL DIVISION

G208  
CAUSE NO. of 2010

BETWEEN:

EDWARD BODDEN

Plaintiff

AND:

DOROTHY SCOTT

Defendant

WRIT OF SUMMONS

TO:  
Dorothy Scott



**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 495G, 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 27 day of May 2010.

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 is and was at all material times a citizen of the Cayman Islands. Until the 2<sup>nd</sup> December the Plaintiff was the owner and operator of a café known as Café Bella situated in Unit A MacDonald Square, George Town, Grand Cayman (hereinafter 'the business').
  2. Such business was owned by the Plaintiff as a sole trader operating under a trade and business licence in the Cayman Islands in the name of Edward Bodden trading as Buccaneers Coffee & Collectibles.
  3. The Defendant is an individual who in or around November 2009 approached the Plaintiff with a view to purchasing the business.
  4. On the 4<sup>th</sup> December 2009 the parties signed a sale and purchase agreement for sale of the business for the total sum of US\$67,000.
  5. Payments were due to be paid as follows:  
US\$5,000 to be paid to the Plaintiff on 15<sup>th</sup> December 2009.  
US\$5,000 shall be paid to the Plaintiff on 15<sup>th</sup> January 2010.  
US\$47,000 shall be paid to the Plaintiff on 21<sup>st</sup> February 2010.
  6. No express provision was included for the payment of the balance of the purchase price of US\$10,000. The Plaintiff states that it is an implied term of the contract that such sum is payable upon demand.
  7. In breach of the terms of the sale and purchase agreement the Defendant has only paid the sum of US\$15,000 as of the date of this Writ.
  8. The Plaintiff wrote to the Defendant on the 1<sup>st</sup> April 2010 seeking that the balance of the consideration under the contract be paid. The total sum claimed being US\$52,000.
  9. To date and in breach of the express and implied terms of the contract the Defendant has failed or refused to pay the monies due and owing.
  10. The Plaintiff seeks damages for the breach of contract of the Defendant and interest on the said sum.
- Particulars of Damages**
11. The liquidated sum of US\$52,000.

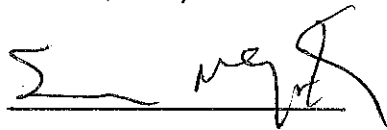
STATEMENT REGARDING INTEREST

12. The sale and purchase agreement provided for interest to be paid in default of payment on the unpaid amounts at the rate of 12% per annum.
13. The Plaintiff seeks pre and post judgment interest from the 1<sup>st</sup> April 2010 in accordance with the Sale and Purchase Agreement of the or in the alternative in accordance with the Judicature Law (2007 Revision) and the Judgment Debt (Rates of Interest) Rules as amended from time to time.
  - a) The interest rate claimed is 12% per annum.
  - b) In the alternative the interest rate as per the Judgment Debt (Rates of Interest) Rules is 5% per annum.
  - c) The amount of interest owing at date of issue of this Plaint is U.S.\$974.42.
  - d) The amount of interest accruing each day following the issue of this Plaint is CI\$17.09.

AND THE DEFENDANT claims:

- a) US\$52,000 for breach of contract.
- b) Pre and post judgment interest in accordance with the contract at the rate of 12% per annum.
- c) Costs

Dated 20<sup>th</sup> May 2010



Samson and McGrath

## INDORSEMENT

The principle amount claimed in respect of the debt is US\$52,000 plus interest of CI\$974.42 as of the date of filing. The amount of the filing fees to commence proceedings is CI\$200 plus ad valorem fees of US\$420.00. If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed in principle, interest and cost of issuing the writ of summons further proceedings will be stayed. The money must be paid to the Plaintiff or his Attorney.

This WRIT was issued by Samson & McGrath, Attorneys-at-Law for the Plaintiff whose address for service and correspondence is 5<sup>th</sup> Floor Genesis Bldg, Genesis Close, P.O. Box 446 GT, George Town, Grand Cayman, B.W.I.

## **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 495G, George Town, 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 installments 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  
CIVIL DIVISION**

**CAUSE NO. of 2010**

**BETWEEN:**

**EDWARD BODDEN**

**Plaintiff**

**AND:**

**DOROTHY SCOTT**

**Defendant**

**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.

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1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.

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2. State whether the Defendant intends to contest the proceedings (tick appropriate box)

yes  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 judgment entered by the Plaintiff (tick box)

yes  no

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Service of the Writ is acknowledged accordingly

(Signed).....

Attorney for

**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.

Samson & McGrath  
Attorneys at Law  
5<sup>th</sup> Floor Genesis Building  
Genesis Close  
PO Box 446  
George Town  
Grand Cayman

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]

This Defence and counterclaim is served by Samson & McGrath, Attorney's for the Defendant, whose address for service is P.O. Box 446, 5<sup>th</sup> Floor Genesis Close, George Town, Gra