

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 192 of 2012

BETWEEN: MISE EN PLACE LTD.

PLAINTIFF

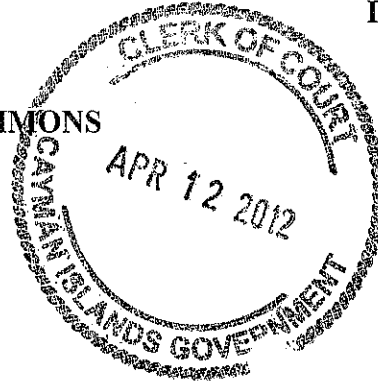
AND: PETER M. O. YOUNG

DEFENDANT

WRIT OF SUMMONS

TO THE DEFENDANT:

Peter M. O. Young
122 Mary Street, 5th Floor Zephyr House
George Town, Grand Cayman
CAYMAN ISLANDS
(Ref. PDV/cdb/90000-99955)



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 495, 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 12th day of April 2012.

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's claim is for the sum of CI\$21,672.50 based on the particulars as set out below.
2. The Plaintiff is a catering company providing professional catering and bartending services in the Cayman Islands.
3. At all material times the Defendant was a client of the Plaintiff.
4. At the request of the Defendant, the Plaintiff provided catering and bartending services at the wedding of the Defendant's daughter, Ruthana Hull *nee* Young on 26 November 2011 (the "Wedding").
5. The Defendant rendered a deposit in the sum of CI\$20,000.00 (the "Deposit") on 31 October 2011 in advance of the Wedding.
6. On 30 November 2011 the Plaintiff rendered 4 separate invoices for catering and bartending services provided at the Wedding in the total amount of CI\$51,672.50 (the "Invoices"). The Invoices were in line with separate written quotations provided to the Defendant prior to the Wedding.
7. The Defendant paid the amount of CI\$6,000.00 on 2 March 2012.
8. The Defendant further paid the amount of CI\$4,000.00 on 28 March 2012.
9. Notwithstanding the Deposit and the payments as set out in paragraphs 5, 6 and 7 above, the amount of CI\$21,672.50 remains payable by the Defendant to the Plaintiff for professional catering and bartending services provided.
10. The Plaintiff has made formal written demand for payment of all sums due on 15 March 2012. Despite demand the Defendant has failed to pay the amount due to the Plaintiff.
11. Further the Plaintiff is entitled to and claims interest on the said sum of CI\$21,672.50 at the current Grand Court rate of interest pursuant to section 34(1) of the Judicature Law (2007 Revision) of 2.38% per annum.
12. The Plaintiff therefore claims the sum of CI\$21,672.50 in payment of the account rendered plus interest from the date of this Writ and accruing thereafter at a daily rate of CI\$1.41 pursuant to Section 34(1) of the Judicature Law (2007 Revision).

AND THE PLAINTIFF CLAIMS:

1. Judgment in the sum of CI\$21,672.50;
2. Interest from the date of this Writ at a per diem amount of CI\$1.41 pursuant to Section 34(1) of the Judicature Law (2007 Revision);
3. Costs; and
4. Such further and/or relief as this honourable Court deems appropriate.



CAMPBELLS

Acknowledgement of service of writ of summons (0.12, r.3)

**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 instalments or otherwise.

See over for notes for guidance

Please complete overleaf

Notes for Guidance

GCR 1995 (Revised)

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.

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.

Campbells Attorneys-at-Law
4th Floor, Scotia Centre
Albert Panton Street,
George Town, Grand Cayman

For the Attention of Peter A.
de Vere

Ref: PDV/cdb/90000-99955

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