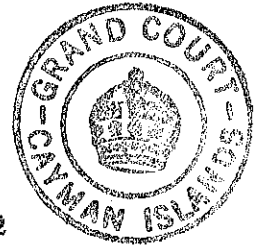


IN THE GRAND COURT OF THE CAYMAN ISLANDS



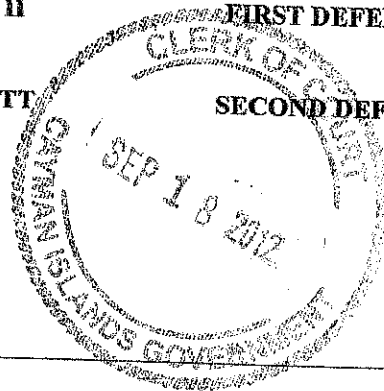
CIVIL DIVISION

CAUSE NO: 389 of 2012

BETWEEN: CN EWERS T/A UNCLE CLEM'S MEAT AND GROCERY PLAINTIFF

AND: CHAMPION HOUSE RESTAURANT II FIRST DEFENDANT

AND: DOROTHY SCOTT AND URIEL SCOTT SECOND DEFENDANT



WRIT OF SUMMONS

TO: Champion House Restaurant II Ltd.
Georgetown
Grand Cayman,
Cayman Islands

And to: Dorothy Scott and Uriel Scott

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiffs 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, 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 16th day of SEPT 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 was at all material times a vegetable, meat and grocery wholesale and retail business known as Uncle Clem's, with offices situated at 68 Mary Street, Georgetown Grand Cayman. The First Defendant is a corporate entity known as Champion House II Restaurant, with offices at Eastern Avenue Georgetown Grand Cayman. This entity is owned, operated and directed by the Second Defendants, as a Restaurant.
2. Around January of 2004, the Plaintiff entered into an oral agreement by which the Plaintiff would supply to the Defendants, a variety of goods to include meat and vegetables.
3. It was further agreed between them that the Plaintiff would supply goods to the Defendants as and when required and that the Defendants would pay for the cost of the goods supplied, within thirty days of an invoice covering the amounts charged by the Plaintiff, being submitted to the Defendants.
4. The Defendants failed to honour their obligations under that agreement, and as a consequence the Plaintiff sued and obtained Judgement against the Defendants, and an Order for payment of the outstanding sum of CI\$62,412.52, for which sum the Defendants entered into a payment plan arrangement with the Plaintiff, and did commence payments.
5. As a consequence of the Defendants demonstration of a willingness to satisfy this debt to the Plaintiff, during September of 2011, the Plaintiff extended leniency to the Defendants and once again offered a line of credit to them, on the previous terms. For a short while thereafter, the Defendants made good on their effort to satisfy their obligations, in relation to this extended line of credit.
6. During the period of September 24 2011 to March 3 2012, the Defendants failed to pay to the Plaintiff the sum of CI\$24,715.90 and has to date failed to pay to the Plaintiff this outstanding balance, despite the Plaintiff's several requests for payment of that sum.
7. On two occasions the Second Defendant Dorothy Scott, made payment by cheques to the Plaintiff, and much to his dismay and added frustration, these cheques were dishonoured by the bank. Despite ongoing attempts by the Plaintiff to collect the outstanding monies, the Defendants have remained resolute in their stance to avoid paying the Plaintiff.
8. The Defendants are clearly in breach of their obligation under the agreement, and have caused the Plaintiff to suffer loss and damage.

## PARTICULARS OF BREACH

9. The Defendants have failed and or refused to pay the sum of C\$24,715.90 as agreed and the said sum remains due and owing.
10. The Plaintiff claims interest on all sums due pursuant to the Judicature Law.

### AND THE PLAINTIFF claims:

1. The sum of C\$24,715.90
2. Interest pursuant to the Judicature Law
3. Costs
4. Such further and other relief as this Honourable Court may deem just and equitable.



**Dennis E Brady**

**Attorney-at-Law for the Plaintiff**

This Writ of Summons was prepared and issued by Dennis Brady, Attorney-at-Law for the Plaintiff whose address for service is that of the said Attorney-at-Law P. O. Box 11740 APO, Grand Cayman, KY1-1109, Cayman Islands.

9:19 AM  
 08/28/12  
 Accrual Basis

2011 to 2012

**UNCLE CLEM'S**  
**Customer Open Balance**  
**All Transactions**

Type	Date	Num	Memo	Due Date	Open Balance	Amount
<b>Champion House 2</b>						
Invoice	9/24/2011	60245		9/24/2011	2,796.99	5,296.99
Invoice	9/27/2011	60337		9/27/2011	1,349.52	1,349.52
Invoice	10/1/2011	60578		10/1/2011	2,769.96	2,769.96
Invoice	10/3/2011	60632		10/3/2011	196.70	196.70
Invoice	10/4/2011	60667		10/4/2011	760.66	760.66
Invoice	10/4/2011	60692		10/4/2011	531.93	531.93
Invoice	10/6/2011	60761		10/6/2011	523.21	523.21
Invoice	10/7/2011	60801		10/7/2011	277.79	277.79
Invoice	10/7/2011	60832		10/7/2011	584.66	584.66
Invoice	10/8/2011	60883		10/8/2011	3,683.69	3,683.69
Invoice	10/10/2011	60911		10/10/2011	292.80	292.80
Invoice	10/11/2011	60956		10/11/2011	632.99	632.99
Invoice	10/11/2011	60987		10/11/2011	49.80	49.80
Invoice	10/13/2011	61068		10/13/2011	1,169.33	1,169.33
Invoice	2/18/2012	67316		2/18/2012	49.95	49.95
Invoice	2/21/2012	67462		2/23/2012	1,445.88	1,445.88
Invoice	2/23/2012	67559		2/23/2012	118.95	118.95
Invoice	2/25/2012	67667		2/25/2012	2,992.24	2,992.24
Invoice	2/27/2012	67738		2/27/2012	196.65	196.65
Invoice	2/29/2012	67877		2/29/2012	1,573.90	1,573.90
Invoice	3/1/2012	67959		3/1/2012	348.08	348.08
Invoice	3/3/2012	68097		3/3/2012	2,370.22	2,370.22
<b>Total Champion House 2</b>					<b>24,715.90</b>	<b>27,215.90</b>
<b>TOTAL</b>					<b>24,715.90</b>	<b>27,216.90</b>

**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, 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

1. Each Defendant (if there is 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 serving on the day it 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 Originating 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 NAME, 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 authorized 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.

NOTE: This Writ of Summons may not be served later than 4 calendar months (or, if leaves is required to effect service out of the jurisdiction, 6 months) beginning with the date of issue unless renewed by Order of the Court.

**IN THE GRAND COURT OF THE CAYMAN ISLANDS**

**CIVIL DIVISION**

**CAUSE NO:                      of 2012**

**BETWEEN**

**CN EWERST/A UNCLE CLEM'S                      PLAINTIFF  
MEAT AND GROCERY**

**AND:**

**CHAMPION HOUSE II LIMITED                      FIRST DEFENDANT**

**AND:**

**DOROTHY SCOTT AND URIEL SCOTT                      SECOND DEFENDANTS**

**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 direction 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 the 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 the appropriate box)
 

Yes                       No

Service of the Writ is acknowledged accordingly

(Signed) .....

[Attorney] for

[Defendant in person]

This Writ of Summons was prepared and issued by Dennis Brady Attorney-at-Law for the Plaintiff herein whose address for service is that of the said Attorney-at-Law, P. O. Box 11740 APO, Grand Cayman, KY1-1109, Cayman Islands

**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 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 communication 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 Plaintiffs if suing in person) of his name, address and reference, if any, in the box below:

Dennis E Brady  
P. O. Box 11740, APO  
Grand Cayman,  
KY1-1109, Cayman Islands  
Tel: (345) 9290218 or (345) 7496036  
Email: bradyregionalsafetyconsultants@gmail.com

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

[Empty box for defendant's attorney indorsement]