

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 331 OF 1997

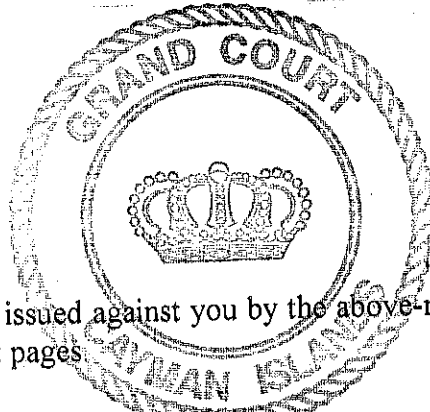
BETWEEN: SAFEWAY PURCHASING CONSTRUCTION  
CO. INC. t/a SAFEWAY FREIGHT CONSOLIDATORS Plaintiff

AND: IRMA ARCH CHIRINO  
t/a ECONOMY CUSTOM BROKER Defendant

**WRIT OF SUMMONS**

MAY 27 1997

TO: IRMA ARCH CHIRINO  
t/a Economy Custom Broker  
Red Gate  
P.O.Box 31896 SMB  
George Town  
Grand Cayman, BWI



THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of the claims set out on the next pages.

Within fourteen (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 Acknowledgement of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to 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 23<sup>rd</sup> day of MAY, 1997.

NOTE - This Writ may not be served later than four (4) calendar months beginning with the date of issue unless renewed by order of the Court.

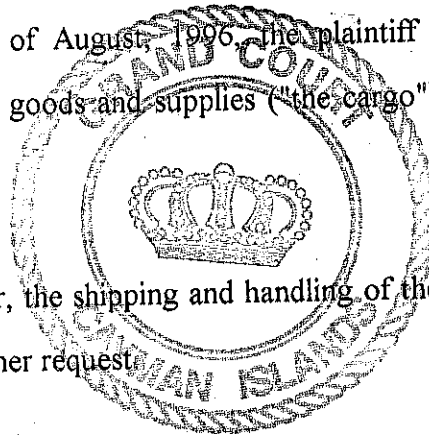
**IMPORTANT**

Directions for Acknowledgement of Service are given with the accompanying form.

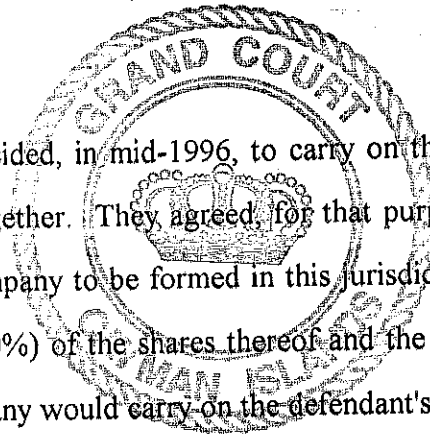
**STATEMENT OF CLAIM**

1. The plaintiff is a company formed under the laws of the state of Florida, one of the United States of America. It carries on business as a freight consolidator in the said state of Florida.
2. The defendant is a Caymanian who resides in the Cayman Islands and carries on business there as a customs broker and a freight deconsolidator.
3. The defendant, prior to and until August, 1996, often placed orders with the plaintiff for certain goods and supplies, which were then purchased by the plaintiff in Florida and forwarded by the latter to the defendant in Grand Cayman. The defendant would inevitably pay the plaintiff the purchase price of such goods and supplies and the cost of the shipping and handling thereof within fifteen (15) days after receipt.
4. Between June and the beginning of August, 1996, the plaintiff purchased in Florida, at the defendant's request, goods and supplies ("the cargo") for which it paid US\$9,529.27.
5. The plaintiff arranged, and paid for, the shipping and handling of the cargo which was consigned to the defendant at her request.
6. The cost of shipping and handling the cargo was US\$3,823.70.

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7. The cargo was landed at the port of George Town, Grand Cayman and was there received by the defendant, which took it in her possession and delivered it or otherwise disposed of it without any participation on the part of the plaintiff.
8. As a result of the matters aforesaid, the defendant owes the plaintiff the sum of US\$13,352.97, which she has thus far refused to pay.
9. It is customary, in the concerned trade, for the freight deconsolidator to pay the cost of goods and supplies, shipping and handling, where such goods and supplies are purchased, shipped and handled at his/her/its request, within fifteen (15) days from receipt of the cargo. The plaintiff accordingly claims pre-judgement interest from 1st September, 1996.
10. The plaintiff and the defendant decided, in mid-1996, to carry on the defendant's business in the Cayman Islands together. They agreed, for that purpose, that the defendant would arrange for a company to be formed in this jurisdiction, that she would be allotted sixty percent (60%) of the shares thereof and the plaintiff forty percent (40%) and that such company would carry on the defendant's business.
11. In pursuance of the agreement set out in paragraph 10 hereof, the plaintiff paid the defendant a sum of US\$17,719.00 ("the funds").
12. The defendant later refused to carry out the terms of the agreement set out in paragraph 10 hereof and converted the funds to her own use.



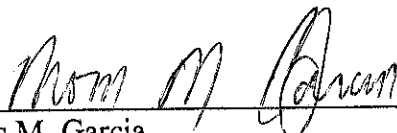
13. By reasons of the matters set out in paragraphs 10, 11 and 12 hereof, the defendant was, at all times since she received the funds, and is a trustee of the said sum of US\$17,719.00 for the benefit of the plaintiff and is bound, in law and in equity, to return the funds to the plaintiff. She has, however, always refused to do so.

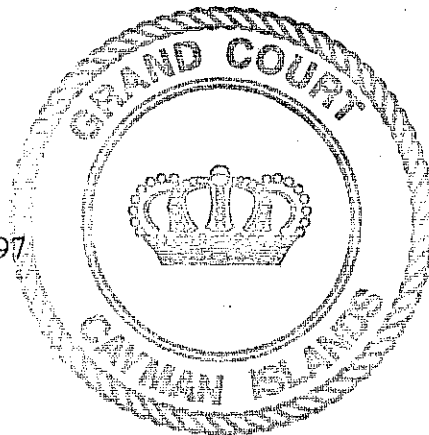
AND THE PLAINTIFF CLAIMS FROM THE DEFENDANT:

- (a) THE sum of US\$31,071.97.
- (b) PRE-JUDGEMENT INTEREST at the rate of 7 3/8 % per annum.
- (c) POST-JUDGEMENT INTEREST at the rate of 7 3/8 % per annum or at such other rate as may be fixed from time to time.
- (d) FURTHER and/or other relief.
- (e) ITS COSTS of this action.

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Dated this 23rd day of MAY, 1997

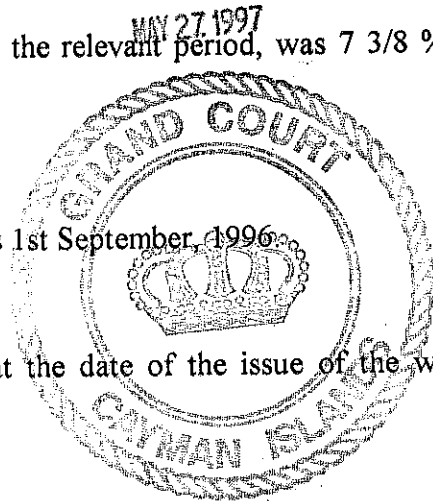
  
\_\_\_\_\_  
Morris M. Garcia  
Attorney-at-law for the plaintiff



To: The Clerk of the Court  
And to: The defendant

STATEMENT REGARDING INTEREST

- (i) The prescribed rate of interest, throughout the relevant period, was 7 3/8 % per annum.
- (ii) The date from which interest is calculated is 1st September, 1996.
- (iii) The total amount of interest claimed as at the date of the issue of the writ of summons is US\$1,519.34.
- (iv) The amount of interest accruing each day thereafter is US\$6.28.



INDORSEMENT

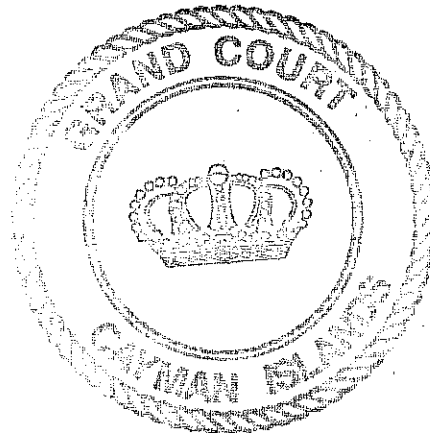
The amount claimed in respect of the debt or demand is US\$31,071.97 as principal and US\$1,519.34 as interest until the issue of the writ of summons for a total amount of US\$32,581.31. The amount of the fixed costs is CI\$500.00 and the costs of issuing the writ of summons is CI\$310.72. If, within the time for returning the acknowledgement of service, the defendant pays the plaintiff or its attorney-at-law the total amount claimed in

principal and interest, the fixed costs and the costs of issuing the writ of summons, further proceedings will be stayed. The money must be paid to the plaintiff or to its attorney-at-law.

INDORSEMENT AS TO CURRENCY

The currency of the debt or liquidated demand and of the interest is United States dollars.

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THIS WRIT OF SUMMONS was issued by Morris M. Garcia, the attorney-at-law for the plaintiff, whose address for service is The Thompson Building, P.O. Box 1185, George Town, Grand Cayman, Cayman Islands, B.W.I.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO <sup>331</sup> OF 1997

BETWEEN:       SAFEWAY PURCHASING CONSTRUCTION  
                  CO.INC t/a SAFEWAY FREIGHT CONSOLIDATORS     Plaintiff

AND:            IRMA ARCH CHIRINO  
                  t/a ECONOMY CUSTOMS BROKER                     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  
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 sum, 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

Please complete overleaf.

Service of the Writ is acknowledged accordingly.

( Signed )-----

[ Attorney ] for

[ Defendant in person ]

Address for service:

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 acting in person ) of his name, address and reference, if any, in the box below.

Morris M Garcia  
attorney-at-law  
P.O.Box 1185G  
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.

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Filed by Morris M Garcia, 3rd Floor, Thompson Bldg, George Town, Grand Cayman,  
attorney-at-law for the Plaintiff.

**DIRECTIONS FOR ACKNOWLEDGEMENT 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 495, 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 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 Acknowledgement 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 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.