

IN THE GRAND COURT AT GEORGE TOWN

0215
CAUSE NO. GC ____ OF 2014

BETWEEN: AON RISK SOLUTIONS

Plaintiff

AND: WOODS FURNITURE & DESIGN LTD.

Defendant



WRIT



TO: WOODS FURNITURE & DESIGN LTD.
P.O. Box 1371,
Genesis Building
George Town, Grand Cayman
Cayman Islands

THIS PLAINT 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 Plaintiff on you, counting the day of service, you must either satisfy the claim or return to the Court Office, PO Box 495, George Town, Grand Cayman KY1-1106, Cayman Islands, the accompanying Acknowledgment of Service form stating therein whether you intend to contest this action. If you intend to defend the action, in whole or in part, you must set out **full particulars of your defence** in the space provided in the Acknowledgement of Service form.

If you fail to satisfy the claim or fail to return the Acknowledgement of Service form containing full particulars of your defence, the Plaintiff may apply for a **default Judgment** without any further notice to you.

Issued this day of September 2014

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

1. The Plaintiff is an Insurance Broker registered in the Cayman Islands, of 94 Solaris Avenue, Camana Bay, PO Box 69, Grand Cayman, Cayman Islands, KY1-1102.
2. The Defendant is Wood's Furniture & Design Ltd., an Ordinary Resident Company registered in the Cayman Islands, with its registered office located at K. Corporate Services Ltd. of PO Box 1371, Grand Cayman.
3. On 31 July 2012 the Defendant entered into a contract with the Plaintiff. The contract was to secure property insurance, stock-in-trade insurance, contents for property known as Block 23B, Parcel 81, attaching to and forming part of "Policy #FBC 24417".
4. The Defendant has failed to make the agreed payments in accordance with the terms of the contract. for property insurance on the Cayman First policy covering the property.
5. On 11 December 2013 an email was sent from the Plaintiff's Insurance Broker, Wilbur Bodden to the Defendant to which no payment was made.
6. On 24 January 2013 the Plaintiff's Insurance Broker, Wilbur Bodden emailed the Defendant to follow up on the outstanding payment. The Defendant responded stating that he was unable to come up with the funds and that he was seeking assistance from their bank.
7. On 6 February 2014 a letter before action was sent from the Plaintiff's Attorney to the Defendant to which no response was received
8. The Defendant has breached the terms of the contract.
9. No payments were ever received

AND the Plaintiff claims:

- (1) The sum of CI\$21,663.91
- (2) Interest to continue until this matter is settled.

(3) Costs.

Bodden & Bodden
Bodden & Bodden
Attorneys for the Plaintiff

This Plaint was issued by Bodden & Bodden, Attorneys-at-Law for and on behalf of the Plaintiff whose address for service is that of it's said attorneys, 802 West Bay Road, Caribbean Plaza, Grand Cayman KY1-1003 [ref:LE/kw-2454-003]

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

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.

Acknowledgment of Service

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CAUSE NO. GC ____ OF 2014

BETWEEN: AON RISK SOLUTIONS

Plaintiff

AND: WOODS FURNITURE & DESIGN LTD.

Defendant

ACKNOWLEDGEMENT OF SERVICE

1 State Defendant's name and address –

WOODS FURNITURE & DESIGN LTD.

P.O. Box 1371

George Town, Grand Cayman

Cayman Islands

2 State whether the Defendant intends to contest the action.

Yes

No

3 If you do not intend to contest the action, do you want time in which to pay the claim?

Yes

No

4 If you do intend to contest the action, in whole or in part, you must set out full particulars of your defence overleaf.

Service of the Plaintiff is acknowledged accordingly.

Defendant's Signature

DATED this day of September 2014

See Overleaf

PARTICULARS OF DEFENCE

(Here set out in numbered paragraphs the grounds upon which the Defendant says that he is not liable to the Plaintiff, or is not liable for the full amount claimed)

Defendant's Signature

REMINDER - This form must be taken or sent to the Court Office, PO Box 495, Grand Cayman KY1-1106 Cayman Islands within 14 days of receipt otherwise a default Judgment may be entered against you.