

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

BETWEEN:



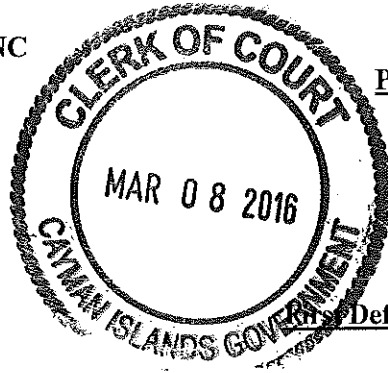
CHENEY BROTHERS INC

- and -

KING IMPORTS LTD

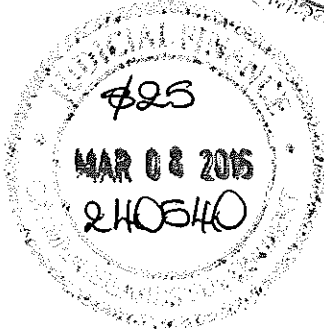
- and -

DARIO MAYORQUIN



Plaintiff

Defendant



Second Defendant

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PLAINT

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To KING IMPORTS LTD and DARIO MAYORQUIN of no.34 King Bird Warehouses, North Sound Road, Grand Cayman, KY1-1206

THIS PLAINT has been issued against you by the above-named Plaintiff of One Cheney Way, Riviera Beach, Florida, U.S.A in respect of the claim set out on the next page.

Within 14 days after the service of this Plaint 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                      day of March 2016

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.

## PARTICULARS OF CLAIM

1. The Plaintiff is a food service distributor with its principal place of business in Florida, U.S.A. The Plaintiff also carries on business exporting goods outside of the U.S.
2. The Defendant is a whole sale distributor in the Cayman Islands owned by Dario Mayorquin.
3. On 23 July 2009, the Defendant completed a new account form for the Plaintiff in order to purchase goods from the Plaintiff and with this Mr. Mayorquin also signed a personal guarantee.
4. The Plaintiff sent the Defendant three separate invoices for orders which were made during the period of 5 November 2014 to 12 November 2014. These were not paid by the Defendant.
5. By letter dated 20 February 2015, the Plaintiff demanded payment of US\$9,309.97 (including past due interest and late payments) by the Defendant pursuant to the personal guarantee made by Mr. Mayorquin dated 23 July 2009. Again, the Defendant failed to pay the debt owed.
6. The Plaintiff instructed Higgs & Johnson, and on 27 March 2015, a letter before action was sent to the Second Defendant.
7. On 1 April 2015 the Defendant contacted the Plaintiff and agreed to resolve the debt and the agreement required the Defendant to pay one third of the balance the week of 6 April 2015 and then on all future orders, a cash payment was to be made, adding 10% of the balance each time.
8. An initial payment of US\$3,000 was paid by cheque, however, the Defendant failed to pay the remaining instalments.
9. In correspondence between Mr. Mayorquin and John Harris of Higgs & Johnson, the Defendant was informed of the remaining amount listed as follows:
  - Previous Balance – US\$6,309.97
  - Interest for 2 months – US\$189.30
  - Legal Costs – US\$1,400

Total – US\$7,899.27

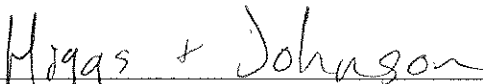
10. The Defendant was informed that he was required to pay another US\$3,000 on 4 June 2015 and subsequently three instalments of US\$1,633.09 on 10 June, 17 June and 24 June 2015.
11. On 1 June 2015, the Defendant delivered four post-dated cheques to Higgs & Johnson for the above mentioned dates which were then to be deposited on their respective dates. The first, third and fourth cheques all cleared.
12. However, on 10 June 2015, the second cheque, in the sum of US\$1,633.09 was returned unpaid by the bank. Higgs & Johnson informed the Defendant of this and demanded a draft be provided for the amount of the dishonoured cheque. The defendant promised to have this draft delivered no later than 22 July 2015 after numerous extensions were granted by the Plaintiff in an attempt to settle the matter amicably.
13. The Defendant failed to follow through and subsequently has not responded to any correspondence since to explain why the draft was never delivered.
14. The Defendant is therefore indebted to the Plaintiff in the sums of US\$1,633.09, which the Plaintiff claims in this action.
15. The Plaintiff is entitled to and claims interest pursuant to statute on the sum.

#### AND THE PLAINTIFF CLAIMS

- I. Judgment in the sum of US\$1,633.09; and
- II. Such further or other relief as this Honourable Court deems just; and
- III. Costs

If, within the time for returning the Acknowledgement of Service, the Defendant pays the total amount claimed (including costs and interest) further proceedings will be stayed. The money must be paid to the Plaintiff or its Attorney.

Dated the 4<sup>th</sup> day of March 2016

  
\_\_\_\_\_  
**Higgs & Johnson**  
Attorneys-at-Law for the Plaintiff

To: The Clerk of the Court

And to: The Defendant

THIS WRIT was issued by Higgs & Johnson whose address for service is PO Box 866, George Town, Grand Cayman, KY1 – 1103 and 2<sup>nd</sup> Floor, Willow House, Cricket Square, George Town, Grand Cayman, Cayman Islands. Tel: +1 345 949 7555. Ref: JMH/502391-000001

ENTERED JUL 27 2009

PG a c/c

52316  
62/100%

OK TO  
Open  
Recommendation  
21/2009  
1/23/9

MATT: Gene Allison

ONE CHENEY WAY  
RIVIERA BEACH, FL 33404-7000  
V.P.B. 691-843-4700  
WATS 600-632-1841  
FAX 691-843-4701

CHENEY BROTHERS, INC.  
NEW ACCOUNT FORM

2601 W. SILVER SPRINGS BLVD.  
OCALA, FL 34475-8858  
OCALA 352-281-7800  
WATS 600-639-4618  
FAX 352-281-7878

Corporation Name	<u>King Imports</u>
Trade Name (d/b/a)	<u>Imports Sound rd. Kingbird Dr. # E-34</u>
Address Street	<u>67 Cayman Island Grand Cayman</u>
City	<u>Grand Cayman</u>
State	<u>Grand Cayman</u>
Zip	<u>31100</u>
Phone No	<u>(345) 926-5556</u>
Fax No	<u>(345) 943-5464</u>
Email address	<u>kingimports@candw.ky</u>

Name	<u>King Imports</u>
Address	<u>Imports Sound rd. Kingbird Dr. # E-34</u>
City	<u>Grand Cayman</u>
State	<u>Grand Cayman</u>
Zip	<u>31100</u>
Phone No	<u>(345) 926-5556</u>
Fax No	<u>(345) 943-5464</u>
Attention of	

BUSINESS FACTS

Proprietorship  Corporation  Partnership  Other

Type of Business Establishment

Restaurant  Seating Capacity  In Plant Facility  Franchise  
 Hospital  No. of beds  School  Other Whole Sales  
 Nursing Home  No. of beds  Hotel/Motel

Length of time in business 6 years At present location 6 years  
Previous location N/A

DELIVERY INFORMATION

Primary Delivery Day Desired (circle one) M T W T H F  
Primary Delivery Day Time Window (Minimum 4 Hour Window) N/A TO \_\_\_\_\_  
Secondary Afternoon Delivery Time Window Option N/A TO \_\_\_\_\_  
Hours of Operation: Open 8 AM Close 5 PM

ACCOUNTING INFORMATION

Accounts Payable Contact Trina Mayorga Purchase Order Required  Yes  
Phone No 648925-9638

BUILDING/FACILITIES

Owned  Leased

Name of Mortgagor	<u>R Heritage Holdings</u>	Name of Lessor	
Address	<u>Grand Cayman</u>	Address	
City	<u>GT Grand Cayman</u>	City	
State	<u>Grand Cayman</u>	State	
Zip	<u>31100</u>	Zip	
Phone No	<u>(345) 943-4229</u>	Phone No	

Complete the following information for all corporate officers, partners, or an individual proprietor

Name and Title	<u>David Mayorga</u>	Name and Title	
Home Address	<u>MOON BEAN DR. # 206 BT</u>	Home Address	
City/State/Zip	<u>GT Grand Cayman</u>	City/State/Zip	
Home Phone No.	<u>(345) 943-5556</u>	Business Phone No.	<u>(345) 926-5556</u>
Social Security No.	<u>N/A</u>	Date of Birth	<u>8/1/76</u>
Drivers License No.		Drivers License No.	

**BANKING**

1. Name	<u>Cayman National Bank</u>	2. Name	_____
City	<u>Grand Cayman</u>	City	_____
Account #	<u>816-10687</u>	Account #	_____
Phone #	<u>345-926-81655</u>	Phone #	_____
Person to Contact	<u>Sharon Byrd</u>	Person to Contact	_____

**TRADE REFERENCES (Preferably Food Distributors)**

1. Name	_____	4. Name	_____
Phone #	_____	Phone #	_____
2. Name	_____	5. Name	_____
Phone #	_____	Phone #	_____
3. Name	_____	6. Name	_____
Phone #	_____	Phone #	_____

**TERMS AND CONDITIONS**

- Parties hereby agree that all purchases made are subject to the following terms and conditions:
- The undersigned purchaser hereby agrees that all amounts due for goods and services purchased from Cheney Brothers, Inc. are payable at the address shown on the invoice and statement.
  - The undersigned purchaser hereby agrees that all amounts due Cheney Brothers, Inc. are payable 7 days from the date of statement. If any amount due Cheney Brothers, Inc. is not paid within said period, a delinquency charge in the amount of 1 1/2% per month on the unpaid balance, as governed by the State of Florida, shall be added to the total amount due.
  - The undersigned purchaser agrees to pay Cheney Brothers, Inc. a service charge of the greater amount of \$30.00 or 1% of the check balance for all protested checks returned by their bank and three times the amount of the face value of the check should mail have to be filed for collection of same.
  - The undersigned purchaser agrees to pay, in the event that this guarantee is executed by more than one person, that, in each event, the liability and obligations of the undersigned hereunder shall be joint and several and the relative words herein shall be read as if written in the plural.
  - The parties hereby acknowledge that the goods and/or services purchased from Cheney Brothers, Inc. are not payable in installments, but are payable in full as stated herein.
  - The undersigned hereby authorizes you to verify the information on this form, which is being requested by Cheney Brothers, Inc. to establish credit with their company. Specific Authorization is given to both the bank and trade references listed to disclose all account information for the specified accounts; Cheney Brothers is further authorized to conduct a credit check through Equifax or other credit-reporting agency. This form may be transmitted to the parties listed as proof of authorization.
  - The undersigned purchaser agrees to submit a copy of their driver's license or photo ID as identification.

**DEFINITION OF TERMS**

The undersigned hereby agrees that the definition of:

Weekly Terms is:	Payment for all purchases made Monday through Saturday of any week is due no later than the Thursday of the following week.
Bi-Weekly Terms is:	Payment for all purchases made Monday through Saturday of any week is due no later than the Thursday of the second week following the purchase.
21 Day Term is:	Payment for all purchases made Monday through Saturday of any week is due no later than the Thursday of the third week following the purchase.
Monthly Terms is:	Payment for all purchases made from the first of the month through the last day of the month are due no later than the 10th of the next month.

Date	<u>Gene</u>	Sales Representative (Signature)	Number
<u>X 23/7/09</u>			
Officer, Owner or Partner (Signature)		Sales Manager (Signature)	
<u>[Signature]</u>			
Type or Print Name	<u>David Mayorga</u>		

**INDIVIDUAL PERSONAL GUARANTEE**

Date 23/7/09, David Mayorga, residing at Grand Cayman for and in consideration of your extending credit at my request to KING IMPORTS (Name of Company) of which I am Owner hereby personally guarantee to Cheney Brothers Inc. payment of any obligation of the company and I hereby agree to bind myself to pay on demand any sum which may become due to Cheney Brothers Inc. by the Company whenever the Company shall fail to pay the same.

(It is understood that this guarantee shall be a continuing and irrevocable indemnity for such indebtedness of the company. I do hereby waive notice of default, non-payment and notice thereof and consent to any modification or renewal of the credit agreement hereby guaranteed and to all renewals or extension of credit.)

The undersigned guarantor agrees to pay in the event the amount becomes delinquent and is turned over to an attorney for collection, all attorney's fees plus attendant collection.

<u>[Signature]</u>	<u>23/7/09</u>	WITNESS SIGNATURE	DATE
CUSTOMER SIGNATURE	DATE		

PLEASE OBTAIN A COPY OF REBATE CERTIFICATE.

52316

ENTERED JUL 27 2009

Florida Department of Revenue, Sales Tax Division

PURCHASER: Dario Mayorga  
CUSTOMER #1: KING SPORTS  
ADDRESS: North Sound Rd. King Blvd DE E-34 Grand Cayman

This is to certify that all material, merchandise or goods purchased by the undersigned from

**CHENEY BROTHERS, INC.**

is purchased for the following purpose:

Notwithstanding the provisions of paragraph (a), it is not the intention of this chapter to levy a tax on the sale of tangible personal property to a nonresident dealer who does not hold a Florida sales tax registration, provided such nonresident dealer furnishes the seller a statement declaring that the tangible personal property will be transported outside this state by the nonresident dealer for resale and for no other purpose.

The statement shall include, but not be limited to, the nonresident dealer for resale and for no other purpose.

The statement shall include, but not be limited to, the nonresident dealer's name, address, applicable passport or visa number, arrival-departure card number, and evidence of authority to do business in the nonresident dealer's home state or country, such as his or her business name and address, occupational license number, if applicable, or any other suitable requirement.

The statement shall be signed by the nonresident dealer and shall include the following sentence: "Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged are true to the best of my knowledge and belief."

BY: [Signature]  
(signature)

PRINTED NAME: Dario Mayorga

(PASSPORT OR VISA OR ARRIVAL-DEPARTURE CARD OR OCCUPATIONAL LICENSE NUMBER)

DATE: 23/7/09



# Cheney Brothers, Inc.

ONE CHENEY WAY  
RIVIERA BEACH, FL 33404-7000  
PHONE: (561) 845-4700 • FL. WATS 1-800-432-1341  
www.cheneybrothers.com

## STATEMENT

Mar 24, 2015

1 of 1



Cheney Brothers,  
ONE CHENEY WAY  
RIVIERA BEACH, FL 33404-7000

PLEASE CHECK  
ITEMS PAID

INVOICE DATE	SHIP TO	P.O. NO. CHECK NO.	INVOICE NUMBER	AMOUNT	PAYMENT	CREDITS	ADJUST	AMOUNT DUE	BALANCE	INVOICE DATE	INVOICE NUMBER	<input checked="" type="checkbox"/>
3/14	0005231601	PO11	01-0911217449	7795.35	0.00	0.00	0.00	7795.35	7795.35	11/05/14	01-0911217449	
12/14	0005231601		01-0911237725	125.80	0.00	0.00	0.00	125.80	7921.15	11/12/14	01-0911237725	
11/12/14	0005231601	PO28	01-0911237728	344.00	0.00	0.00	0.00	344.00	8265.15	11/12/14	01-0911237728	

ACCT #: 5231600

KING IMPORTS  
NORTH SOUND RD KING BIRD

GRAN CAYMAN ISLAND 9999

ACCOUNT #	AMOUNT PAID	TOT.
5231600		

IMPORTANT: PLEASE  CHECK INVOICE AND INCLUDE THIS STUB WITH PAYMENT FAILURE TO DO SO COULD DELAY PROOF OF FUNDS RESULTING IN POSSIBLE CREDIT TERMS.

CREDIT	PAST DUE	PAST DUE	PAST DUE	TOTAL DUE
	7 Days	14 Days	21 Days	DUE NOW
0.00	0.00	0.00	8265.15	8265.15



Delivering Southern Hospitality Since 1925

[www.cheneybrothers.com](http://www.cheneybrothers.com)

February 20, 2015

Dario Mayorquin  
24 Moon Beam Drive  
Bodden Town, Grand Cayman Island  
King Import's  
North South Rd King Bird Road  
Georgetown, Grand Cayman Island  
345-526-5556

Re: NOTICE OF FINAL DEMAND FOR PAST DUE BALANCE

Attention: Dario Mayorquin

Over the past several months we have been attempting to collect the past due balance owed to our company for purchases made by your company. Although we have received partial payments, there still remains a balance for the past due amount of \$8,238.83 as shown in the attached statement. This amount does not include past due interest and late payments of \$1,071.14.

As required by U. S. law, this is notice to you that this past due balance is not only due from King Import's, but also is a legal responsibility of Dario Mayorquin personally, per the guarantee as shown in the attached.

Therefore as required by U. S. Law, this is final demand for the balance due of \$9,309.97 or Cheney Brothers will turn over this matter for legal action for collection against both King Import's and Dario Mayorquin personally. Payment must be received in full by March 6, 2015 to prevent legal proceedings for collection. Please govern yourself accordingly.

Sincerely,

Diane Salerno  
Cheney Brothers, Inc.  
Credit and Collections



HIGGS & JOHNSON  
Counsel & Attorneys-at-Law

OUR REF:

YOUR REF: JMH/nb/

27 March 2015

*By Hand*

CAYMAN ISLANDS

BAHAMAS

Nassau

Lyford Cay

Freeport

Marsh Harbour

King Imports Ltd  
PO BOX 31448  
34 King Bird Warehouses  
North Sound Rd.  
Grand Cayman KY1-1206

Dear Sirs

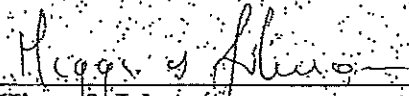
**Cheney Brothers, Inc**

We have been instructed on behalf of Cheney Brothers, Inc, to whom you are indebted in the sum of US\$8,238.83, together with interest and late payment fees of US\$1,071.14, making a total of US\$9,309.97. Kindly note our interest and address all further correspondence to this office.

By letter dated 20 February 2015 our client issued a final demand for payment of the above sum, but you have failed to respond.

We are instructed to commence Court proceedings for recovery unless payment in full is received within 7 days of the date of this letter. This may include the issue of a winding up petition seeking an order that King Imports Ltd be placed into official liquidation. Should Court action be necessary you will also be liable for Court fees and legal costs in addition to the principal sum.

Yours faithfully,

  
Higgs & Johnson

**CAYMAN OFFICE**

A Partnership governed by the laws of the Cayman Islands

Willow House, 2<sup>nd</sup> Floor

Cricket Square

P.O. Box 866, Grand Cayman KY1-1103

Cayman Islands

Tel: +1(345) 949-7555 • Fax: +1(345) 949-8492

A list of the firm's Partners and Associates may be reviewed on our website, [www.higgsjohnson.com](http://www.higgsjohnson.com)

E-mail: [cayman@higgsjohnson.com](mailto:cayman@higgsjohnson.com)



**TERRALEX**

The Worldwide Network of Independent Law Firms

## Baumgartner, Nicole

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**From:** Harris, John  
**Sent:** Tuesday, June 16, 2015 3:24 PM  
**To:** Dario R. Mayorquin  
**Cc:** Baumgartner, Nicole  
**Subject:** RE: Cheney Bros

Dear Mr Mayorquin

Are you intending to deliver a replacement draft for the dishonoured cheque?

Regards

John Harris  
*Senior Associate*

## HIGGS & JOHNSON

Counsel & Attorneys-at-Law

Willow House, 2<sup>nd</sup> Floor, Cricket Square | P. O. Box 866, Grand Cayman KY1-1103, Cayman Islands  
Tel: +1 (345) 949-7555 | Fax: +1 (345) 949.8492  
Direct Tel: +1 (345) 914-4620 | Direct Fax: +1 (345) 815.0570 | Cell: +1 (345) 938.4616  
E-mail: [jharris@higgsjohnson.com](mailto:jharris@higgsjohnson.com) | Web: [www.higgsjohnson.com](http://www.higgsjohnson.com)  
CAYMAN ISLANDS | NASSAU | LYFORD CAY | FREEPORT | MARSH HARBOUR

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**From:** Dario R. Mayorquin [<mailto:dario@king.ky>]  
**Sent:** Thursday, June 11, 2015 1:01 PM  
**To:** Harris, John  
**Subject:** Re: Cheney Bros

Mr. Harris

My apologies for this can I bring the draft tomorrow as I'm traveling to little Cayman today

Sent from my BlackBerry 10 smartphone.

---

**From:** Harris, John  
**Sent:** Thursday, June 11, 2015 9:02 AM  
**To:** Dario Mayorquin ([dario@king.ky](mailto:dario@king.ky))  
**Cc:** [genea@cheneybrothers.com](mailto:genea@cheneybrothers.com)  
**Subject:** Cheney Bros

Dear Mr Mayorquin

Although your first cheque cleared, the second has been returned unpaid by your bank. Please provide a draft for the amount of this dishonoured cheque by close of business today, or we shall regard the settlement as having been avoided.

Yours sincerely

**John Harris**  
*Senior Associate*

## **HIGGS & JOHNSON**

Counsel & Attorneys-at-Law

Willow House, 2<sup>nd</sup> Floor, Cricket Square | P. O. Box 866, Grand Cayman KY1-1103, Cayman Islands  
Tel: +1 (345) 949-7555 | Fax: +1 (345) 949.8492  
Direct Tel: +1 (345) 914-4620 | Direct Fax: +1 (345) 815.0570 | Cell: +1 (345) 938.4616  
E-mail: [jharris@higgsjohnson.com](mailto:jharris@higgsjohnson.com) | Web: [www.higgsjohnson.com](http://www.higgsjohnson.com)  
CAYMAN ISLANDS | NASSAU | LYFORD CAY | FREEPORT | MARSH HARBOUR

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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.

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO

OF 2016

BETWEEN:

CHENEY BROTHERS, INC

Plaintiff

- and -

KING IMPORTS LTD

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.

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 appropriate box)  
 yes     no
  
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

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.

Higgs & Johnson  
Attorneys-at-Law for the Plaintiff  
2<sup>nd</sup> Floor, Willow House  
P.O. Box 866  
Cricket Square  
George Town  
Grand Cayman, KY1-1103  
Cayman Islands  
Ref: 502391-000001 (JMH)

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