

IN THE GRAND COURT OF THE CAYMAN ISLANDS

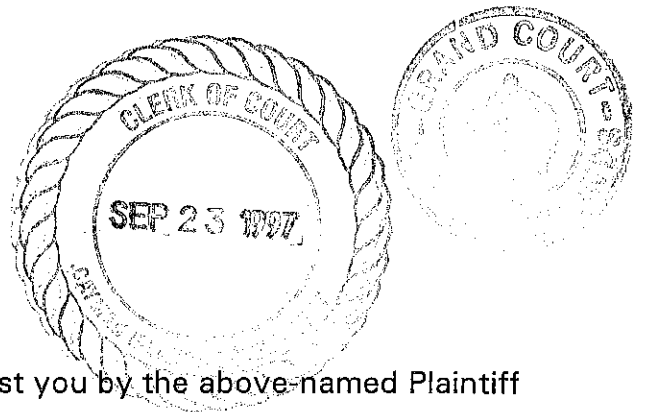
CAUSE NO. ⁶⁸⁴ OF 1995

BETWEEN: JAY W. EASTERBROOK PLAINTIFF
AND: BARRY OLIVER FIRST DEFENDANT
AND: PEACHES WHITTAKER SECOND DEFENDANT

WRIT OF SUMMONS

TO: Barry Oliver
Shirley Towbis Lane
Northward
Grand Cayman

AND TO: Peaches Whittaker
Old Man Bay
North Side
Grand Cayman



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 day 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 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 23rd day of Sept, 1997.

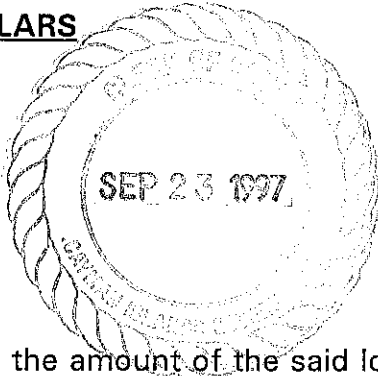
NOTE - This Writ may not be served later than 4 calendar months (or, if leave is required to effect service out of the jurisdiction, 6 months) beginning with the date of issue unless renewed by order of the Court.

STATEMENT OF CLAIM

1. The Plaintiff's claim is for CI\$13,911.45 being the balance due from the First and Second Defendants to the Plaintiff on a contract made in writing between the Plaintiff and the Defendants and dated 9th May, 1997 for work done and materials supplied by the Plaintiff at the Defendants' request and for interest on the said sum at the statutory rate of 8 3/8% and for such period as the Court may think fit.

Alternatively, the Plaintiff further claims damages for breach of the said contract and interest thereon at such rate as the Court may think fit as aforesaid.

PARTICULARS

9th May, 1997 Principal due		\$13,911.45
Interest accrued		
at the rate aforesaid		
from 9th May, 1997 to 31st September, 1997		<u>431.18</u>
		\$14,342.63

2. The Plaintiff further claims interest on the amount of the said loan at the rate aforesaid from 9th May, 1997 to judgment or sooner payment (the daily rate being \$3.19).

AND THE PLAINTIFF claims:-

1. \$14,342.63
2. Interest aforesaid
3. Fixed costs pursuant to Order 62 rule 1 of CI\$500.00, plus the prescribed fee on the issue of the writ of CI\$143.43 and bailiff fees of \$150.00 being a total of CI\$793.43; alternatively costs to be taxed.



If, within the time for returning the Acknowledgment of Service, the First and Second Defendants pay the total amount claimed of CI\$14,342.63 and interest at the rate aforesaid calculated up to the date of payment, and fixed costs of CI\$780.00 further proceedings will be stayed. The money must be paid to the Plaintiff or his Attorney.

Hunter & Hunter
Hunter & Hunter
Attorneys-at-Law for the Plaintiff

THIS WRIT was issued by Hunter & Hunter, attorneys-at-law whose address for service is The Huntlaw Building, Fort Street, P.O. Box 190, George Town, Grand Cayman. (Ref:TE/e03911)

Acknowledgment of service of writ of summons (O.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 Acknowledgement 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 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 plaintiff if suing in person) of his name, address and reference, if any, in the box below.

Hunter & Hunter
Attorneys-at-Law
The Huntlaw Building
P.O. Box 190
George Town
Grand Cayman
Cayman Islands
BWI

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

