

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 402 OF 1998

BETWEEN: JACQUES SCOTT & COMPANY LIMITED

PLAINTIFF

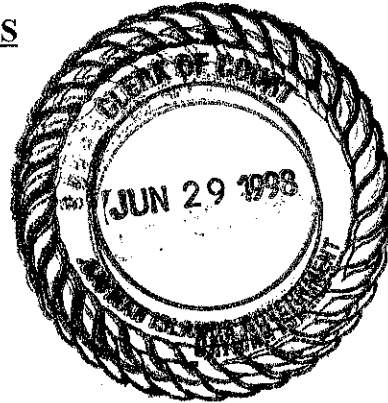
AND: EDWARD JOHNS

DEFENDANT



WRIT OF SUMMONS

TO: Dr. Edward Johns  
South Church Street  
George Town  
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 days after the service of this Writ of Summons on you, counting the day of service, you must either satisfy the claim or return to the Courts 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 judgment may be entered against you forthwith without further notice.

Issued this 29<sup>th</sup> day of June, 1998

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.

**INDORSEMENT**

The Plaintiff's claim is for CI\$8,509.67 against Defendant as guarantor under a Guarantee Agreement dated 25<sup>th</sup> July, 1991, whereby he undertook to be liable for all moneys due to the Plaintiff in respect of goods supplied to J.E.T. Food Services Ltd. trading as Crow's Nest Restaurant.

  
**CHARLES ADAMS, RITCHIE & DUCKWORTH**  
**ATTORNEYS-AT-LAW FOR THE PLAINTIFF**

This Writ was issued by Charles Adams, Ritchie & Duckworth, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service is P.O. Box 709, Zephyr House, Mary Street, George Town, Grand Cayman, British West Indies (Ref: RWM/lcs/003/124).

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 402 OF 1998

BETWEEN: JACQUES SCOTT & COMPANY LIMITED PLAINTIFF

AND: EDWARD JOHNS DEFENDANT

ACKNOWLEDGMENT OF SERVICE  
OF WRIT OF SUMMONS

Important. Read the accompanying Delay may result in judgment being entered direction and notes for guidance carefully against a Defendant whereby he may have before completing this form. If any to pay the costs of applying to set it aside. information required is omitted or given wrongly, THIS FORM MAY HAVE TO BE RETURNED.

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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 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

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Service of the Writ is acknowledged accordingly

(Signed) .....

[Attorney] for

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

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

**Filed by Charles Adams, Ritchie & Duckworth, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service is that of its said Attorneys-at-Law, P.O. Box 709, Zephyr House, Mary Street, George Town, Grand Cayman, B.W.I. (Ref: RWM/lcs/003-124)**

## 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 GRAND COURT OF THE CAYMAN ISLANDS**

**CAUSE NO. 402 OF 1998**

**BETWEEN:                    JACQUES SCOTT & COMPANY LIMITED                    PLAINTIFF**

**AND:                         EDWARD JOHNS                         DEFENDANT**

**STATEMENT OF CLAIM**

1.     The Plaintiff is a company duly registered under the laws of the Cayman Islands and is licensed to carry on business as wholesalers and retailers of, inter alia, liquor, beer and wine in the Cayman Islands.
  
2.     The Defendant is resident in the Cayman Islands.
  
3.     The Defendant, at all material times, represented himself to the Plaintiff as a director of J.E.T. Food Services Ltd., ("the Company") trading as Crow's Nest Restaurant, and Mr. William Stroup represented himself to the Plaintiff as the Secretary thereof.
  
4.     On the 25<sup>th</sup> of July, 1991, in consideration of the Plaintiff granting credit facilities to the Company, the Defendant together with Mr. Stroup agreed to be liable jointly and severally for all monies due from the Company to the Plaintiff in respect of goods supplied to the Company by the Plaintiff up to the amount of C\$10,000.00 ("the Guarantee").

5. The Company agreed, inter alia:

(a) to pay to the Plaintiff the amount of any and all purchases charged to the Company's account not later than 15 days after the Plaintiff's statement of account made up as of the last day of each month; and

(b) that an interest charge at the rate of 1 ½% per month (calculated on a daily basis), might be added on any amount due if not received prior to the next billing date and thereafter on all amounts in arrears until paid.

6. In pursuance of the said agreement, the Plaintiff supplied and delivered to the Crow's Nest Restaurant, the goods itemized in the invoices on the dates and at the costs marked thereon. Copies of the said invoices have been delivered to the Company and have been served on the Defendant. By letter dated the 16<sup>th</sup> March, 1998, the Plaintiff demanded payment of the outstanding account which at the 28<sup>th</sup> February, 1998, stood at CI\$9,492.06.

7. Since the said demand the Plaintiff has received a payment in the amount of CI\$ 982.39.


**AND THE PLAINTIFF CLAIMS:-**

1. The sum of CI\$8,509.67.
2. Pre-Judgment Interest thereon at the rate of 1 ½% per month calculated on a daily basis from the 1<sup>st</sup> day of June, 1998 to the date of issue of the Writ being CI\$110.62.
3. Post-Judgment Interest thereafter pursuant to Section 34 of the Judicature Law (1995 Revision).

4. Costs.

**STATEMENT REGARDING INTEREST:**

- (i) The rate of Pre-Judgement Interest claimed is 1 ½ % per month calculated on a daily basis.
- (ii) The date from which interest is calculated is the 1<sup>st</sup> June, 1998.
- (iii) The amount of interest accruing each day hereafter is CI\$4.17 per day.

  
**CHARLES ADAMS, RITCHIE & DUCKWORTH**  
**ATTORNEYS-AT-LAW FOR THE PLAINTIFF**

This Statement of Claim was filed by Charles Adams, Ritchie & Duckworth, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service is P.O. Box 709, Zephyr House, Mary Street, George Town, Grand Cayman, British West Indies (Ref: RWM/lcs/003-124).