

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO 473 OF 1998

BETWEEN: CHARLES BARNES JR PLAINTIFF
AND: STEVE'S MOTOR SERVICES DEFENDANT

WRIT OF SUMMONS

TO: STEVE'S MOTOR SERVICES LTD
P.O. BOX 2226 GT
GEORGE TOWN
GRAND CAYMAN

THIS WRIT OF SUMMONS has been issued against you by the above named Plaintiffs in respect of the claim set out on the next page.

Within Fourteen days [14] 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 Acknowledgement of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or 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 day of 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 re-issue unless renewed by order of the Court.

IMPORTANT

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

STATEMENT OF CLAIM

1. By a contract made partly orally and partly between 17th December 1996 and 29th January 1997, between the Plaintiff as purchaser and the Defendant as Seller, the Defendant sold to the Plaintiff for the sum of CI\$ 12,6000.00 a BJC JEEP motor vehicle, chassis number BJ2020S6.
2. The Defendant sold the Vehicle in the course of business and the Plaintiff purchased the Vehicle for his private use.
3. By virtue of Section 15 of the Sale of Goods Law (1997 Revision) the following conditions were implied terms of the Contract:-
 - (1) that the Vehicle would be of merchantable quality;
 - (2) that the Defendant knowing by implication that the Vehicle was intended for private use, it would be reasonably fit for that purpose.
4. Further or in the alternative, in offering the Vehicle for sale in the course of its business and in order to induce the Plaintiff to enter into the Contract, the Defendant represented to the Plaintiff that it was in a roadworthy condition and the Plaintiff entered into the contract in reliance on that representation.
5. In breach of the implied terms pleaded in paragraph 3 herein the Vehicle was neither of merchantable quality nor reasonably fit for the purpose it was intended for.
6. Further or in the alternative the representation pleaded in paragraph 4 herein was false.

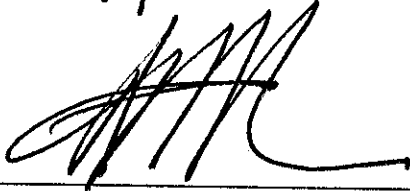
PARTICULARS

The Vehicle has extensive electrical and mechanical defects and has been repaired numerous times without success. The vehicle was not roadworthy state at the time of the contract and required correction of the deficiencies for mechanical failure and electrical faults. The Vehicle is a lemon and is not drivable.

WHEREFORE THE PLAINTIFF claims:-

- (1) Damages for the breach of the implied terms pleaded in paragraph 3 herein;
- (2) Further or in the alternative damages for misrepresentation;
- (3) Interest thereon pursuant to S62(1) of the Judicature (Amendment) Law 1995 or alternatively interest at such a rate and for such period the Court deems fit.
- (4) Return of the sum of CI\$ 12,600.00.
- (5) Cost.

DATED this 14th day of August 1998.



A STEVE MCFIELD & ASSOCIATES
Attorneys-at-Law for the Plaintiffs

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

THIS WRIT was filed by A Steve McField & Associates, Attorneys-at-Law, for and on behalf of the Plaintiff herein whose address for service is that of his said Attorneys-at-Law, P O Box 680, # 15 Mary Street, George Town, Grand Cayman, Cayman Islands, B.W.I.

IN THE GRAND COURT OF THE CAYMAN ISLANDS
HOLDEN AT GEORGE TOWN, GRAND CAYMAN

CAUSE NO: 478 OF 1998

BETWEEN: CHARLES BARNES PLAINTIFF
AND: STEVE'S AUTOMOTIVE SERVICES LTD DEFENDANT

ACKNOWLEDGEMENT 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 Originating Summons is being acknowledged.

2. State whether the Defendant intends to contest the proceedings (tick appropriate option).

Yes _____ No _____

Service of the Endorsed Writ of Summons is acknowledged accordingly

(Signed).....

(Attorney) for

(Defendant in person)

Address for service:

Notes on address for service

DIRECTIONS FOR ACKNOWLEDGEMENT OF SERVICE OF ORIGINATING SUMMONS

The accompanying form of Acknowledgement of Service should be completed by an Attorney acting on behalf of the Defendants or by the Defendants 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.

Notes for Guidance

1. The Defendants are required to complete an Acknowledgement of Service and return it to the Courts Office.
2. If you wish to defend claims made in the Originating Summons, or intend to attend the proceedings and to participate in them so far as necessary (although not necessarily in an adversarial manner), you should tick the "yes" box in paragraph 2 of the Acknowledgement of Service.
3. For the purpose of calculating the period of 14 days for acknowledging service, an originating summons served on the Defendants personally is treated as having been served on the day it was delivered to them.
4. Where the Defendants are sued in a name different from their own, the form must be completed by them with the addition in paragraph 1 of the words "sued as (the name stated on the Originating Summons)"
5. Where the Defendant is a FIRM and an attorney is 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.
6. Where the Defendants are 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.
7. Where the Defendants are a LIMITED COMPANY, the form must be completed by an attorney or by someone authorized 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.
8. Where the Defendants are a MINOR or a MENTAL PATIENT, the form must be completed by an attorney acting for a guardian ad litem.
9. A Defendant acting in person may obtain help in completing the form at the Court's 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 communications for him should be sent. In the case of a limited company, "residence" means its registered principle office.

**A STEVE McFIELD & ASSOCIATES
Attorneys-at-Law for the
Plaintiff/Applicant**

**Attorneys-at-Law for the
Respondent**

FILED BY: A Steve McField & Associates, Attorneys-at-Law for and on behalf of the Plaintiff, whose address for service is that of their said attorney, P O Box 680, # 15 Mary Street, George Town, Grand Cayman, Cayman Islands, B.W.I.