

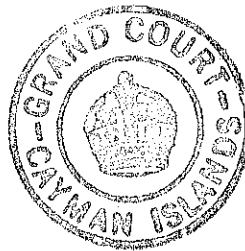
IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 659 OF 1998

BETWEEN: CHRISTOPHER PHILLIPS Plaintiff
AND: PHILLIP BROWN Defendant

WRIT OF SUMMONS

TO: Mr. Phillip Brown
c/o Caribbean Creative Concepts,
PO Box 11807 APO,
2nd Floor, Cayman Trade Centre,
Eastern Avenue, 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 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, 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 22nd day of October, 1998.

NOTE - This Writ may not be served later than 4 calendar months beginning with the date of issue unless renewed by order of the Court.

IMPORTANT

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

STATEMENT OF CLAIM

1. The Plaintiff is a business man whose postal address is PO Box 1920 GT, Grand Cayman and who at all material times had lent money to the Defendant.
2. The Defendant's address is c/o Caribbean Creative Concepts, PO Box 11807 APO, Second Floor, Cayman Trade Centre, Eastern Avenue, George Town and the Defendant was at all material times the recipient of money lent by the Plaintiff.
3. The Plaintiff's claim is against the Defendant as the maker of a Promissory Note in the sum of CI\$4,000, ("the Note") dated the 23rd day of April, 1997 and signed by the Defendant on the 24th day of April 1997. The Note was to be interest free and to be repaid over twelve months in accordance with the schedule set out in the Note. The Plaintiff refers to the Note for its full terms and effect.
4. The repayments due under the Note were as follows:

a)	May 1997	No payment
b)	June 1997	No payment
c)	July 1997	No payment
d)	August 1997	No payment
e)	September 1997	No payment
f)	October 1997	Payment of CI\$500
g)	November 1997	Payment of CI\$500
h)	December 1997	No payment
i)	January 1998	Payment of CI\$500
j)	February 1998	Payment of CI\$500
k)	March 1998	Payment of CI\$1,000
l)	April 1998	Payment of CI\$1,000
5. It was agreed verbally that all payments on the Note were due and payable on the first day of each month.

6. Despite repeated requests by the Plaintiff, the payment schedule as agreed in the Promissory Note was not adhered to and the Defendant did not make any payments as required by the Note.
7. Subsequent to a Letter of Demand dated the 19th day of March, 1998, the Defendant agreed in April to make payments to the Plaintiff on a monthly basis in the sum of CI\$500 per month.
8. The Defendant however only made the following payments:
 - a) 7th April, 1998 - CI\$200 (cash)
 - b) 7th May, 1998 - CI\$500 (cash)
 - c) 26th June, 1998 - CI\$500 (cash)
9. Since June 1998 the Defendant has made no further payments, nor has he sought to make any acceptable arrangement to make payments to the Plaintiff. As a result the Plaintiff claims the said sum of CI\$2,800 being the balance due under the Note.


THE PLAINTIFF claims :

- a) The said sum of CI\$2,800
- b) Costs
- c)
 - (i) Interest pursuant to Section 34 (1) of the Judicature Law (1995 Revision) from the 1st day of October, 1997 to the 6th day of April, 1998 at the rate of $7\frac{3}{8}\%$ per annum on the sum of CI\$4,000 amounting to CI\$151.95; and
 - (ii) Interest pursuant to Section 34 (1) of the Judicature Law (1995 Revision) from the 7th day of July, 1998 to the 30th day of September, 1998 at the rate of $7\frac{3}{8}\%$ per annum on the sum of CI\$2,800 amounting to CI\$48.65 and continuing at the

daily rate of CI\$0.57 from the 1st day of October, 1998 until Judgment or sooner payment; or

(iii) Interest at the rate and for such period as the Court deems fit.

10. If within the time for returning the Acknowledgment of Service the Defendant pays the total amount claimed of CI\$4,020.60 (to include/equal costs but to exclude any additional interest accruing) further proceedings will be stayed. The money must be paid to the offices of the Plaintiff's Attorney-at-Law.


Quin & Hampson
Attorneys-at-Law for the Plaintiff

To: The Clerk of the Court

And to: Mr. Philip Brown,
c/o Caribbean Creative Concepts,
PO Box 11807 APO,
Second Floor, Cayman Trade Centre,
Eastern Avenue, George Town,
Grand Cayman.

Dated this 22nd day of October, 1998

THIS STATEMENT OF CLAIM was issued by Messrs. Quin & Hampson, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service is that of their Attorneys-at-Law, Harbour Centre, Third Floor, PO Box 1348, George Town, Grand Cayman.

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 495, 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 installments or otherwise.

See over for notes for guidance

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 his 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. 659 OF 1998

BETWEEN: CHRISTOPHER PHILIPS PLAINTIFF

AND: PHILLIP BROWN 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 the Defendants whereby they 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

Service of the Writ is acknowledged accordingly

(Signed)

[Attorney] for

[Defendant in person]

Address for service:

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.

Messrs. Quin & Hampson
Attorneys-at-Law
Third Floor, Harbour Centre
P.O. Box 1348
George Town,
GRAND CAYMAN

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

[Empty box for defendant's attorney indorsement]