

THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 791 OF 1998

B E T W E E N:

DESTINATION (CAYMAN) LTD

Plaintiff

AND

JULETT SCOTT

Defendant



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WRIT OF SUMMONS

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TO: Julett Scott, PO Box 2769, 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 the Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, PO Box 495Gt, 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 21 day of December, 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.

### STATEMENT OF CLAIM

1. The Plaintiff is and has at all material times been a destination management company registered to carry on business in the Cayman Islands, with the registered office at
2. The Defendant is a former employee of the Plaintiff.
3. In or about 12 May 1998, the Plaintiff discovered that funds to the amount of US\$12,076.50 which had been collected by the Defendant for the Plaintiff were unaccounted for by the Defendant.
4. The Defendant acknowledged that she was responsible for these funds, which was due to the Plaintiff.
5. The Defendant made a payment on account to the Plaintiff of CI\$1,800.00 on 15 May 1998 and in a letter dated 1 June 1998 accepted full responsibility for the balance of US \$8,511.03 being the amount due and owing to the Plaintiff after accounting for commission due to the Defendant less telephone charges.
6. The Defendant in that letter agreed to pay the said balance in settlement of her liability to the Plaintiff and proposed a payment plan to repay the funds within three months. However, in breach of the said agreement the Defendant failed to make any payments.
7. A letter was again received from the Defendant proposing another payment plan. This was accepted by the Plaintiff by way of response dated 19 November 1998 whereby the Defendant was to commence monthly payments of CI\$600.00 on 1 December 1998.
8. In breach of the agreement so varied for payment by instalments, the Defendant has once more failed to pay the sums due by the said date, despite several telephone calls requesting payment of the money.
9. In the premises the Defendant has repudiated the agreement for payment by instalments of the sum due to the Plaintiff and the Plaintiff is entitled to the payment of US \$8,511.03 being money owed to the Plaintiff by acknowledgement of the

Defendant plus interest pursuant to the Judicature Law at 7 3/8% from 1 December 1998 to 21 December 1998 being US \$36.12 at per diem of US\$1.72 .

**AND THE PLAINTIFF CLAIMS:**

1. US\$8511.03 plus interest of US \$36.12.
2. Interest at 73/8% at a daily rate of US \$1.72 until Judgment or payment.
3. Fixed costs pursuant to Order 62 rule 1 of CI \$500.00, plus the fees of the Writ of CI \$100.00.

If, within the time for returning the Acknowledgement of Service, the Defendant pays the total amount claimed of US\$ 8547.15 and interest at the rate aforesaid calculated up to the date of payment, and fixed costs of CI \$500.00, further proceedings will be stayed.

The money must be paid to the Plaintiff or his attorney.

  
HUNTER & HUNTER

This Writ was issued by Hunter & Hunter, on behalf of the above-named Plaintiff, whose address for service is P.O. Box 190, West Wind Building, George Town, Grand Cayman.  
(Ref: ZM/07143.001)

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: <sup>791</sup> OF 1998

B E T W E E N :

DESTINATION (CAYMAN) LTD.

Plaintiff

AND

JULETT SCOTT

Defendant

---

ACKNOWLEDGMENT OF SERVICE OF  
WRIT OF SUMMONS

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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.

*Please complete overleaf*

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*

## 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*

## 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 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.

Hunter & Hunter  
The West Wind Building, Second Floor  
PO Box 190 GT  
Grand Cayman  
Cayman Islands  
  
Ref. AJB/07116-001

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