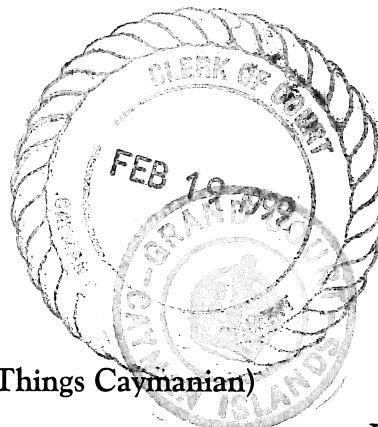


IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 108 of 1999

BETWEEN:

NOVALTEX MIAMI INC.



Plaintiff

AND

BONNIE ANGLIN (Trading as Things Caymanian)

Defendant

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WRIT OF SUMMONS

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TO: Bonnie Anglin, Trading as Things Caymanian P.O. Box 625 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, P. O. 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 19 day of February 1999

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 manufacturing company registered to carry on business in Miami, Florida.
2. The Defendant is a former client of the Plaintiff.
3. The Defendant had on several occasions placed various orders with the Plaintiff for items for sale in her store *Things Caymanian*.
4. The Defendants placed an order to the amount of US\$2,213.28 sometime in 1994. Invoice number 607023 accompanied the shipment dated 12 February 1994.
5. Three payments were received, one on 24 August 1996 in the sum of US\$250.00, a second on 11 January 1997 in the sum of US\$500.00 and a third on 31 January 1997 in the sum of US\$250.00.
6. The Defendant placed another order to the sum of US\$1,157.10, which was accompanied by invoice number 073262 dated 13 March 1997.
7. Financial charges in the sum of US\$493.63 accrued from 14 February 1995 until 14 August 1998, at that date the balance owing was US\$2,906.77.
7. The Defendant in a letter dated 16 June 1998 acknowledged the debt and proposed a payment plan whereby she would commence payment of US\$250.00 per month starting on 31 July 1998. In breach of the said agreement the Defendant failed to make any payments.
8. A letter was written to the Defendant on 27 October 1998 whereby she was advised to repay the outstanding balance or alternatively contact the attorneys of the Plaintiff by 20 November 1998 with a payment plan.
9. A fax was received from the Defendant on 16 December 1998 in which she proposed a payment plan of US\$220.00 per month beginning January 1999.
9. This was accepted in a letter dated 29 December 1998. An agreement containing the terms of the payment plan was also forwarded to the Defendant. In that letter

the Plaintiff also agreed to reduce the interest rate to 10% per annum until the outstanding balance was paid in full.

10. The Agreement was returned on 22 January having been dated and signed by the Defendant on that day. The agreement was however altered so that payments would commence on 28 February 1999, with a note from the Defendant stating that she wished to commence payment on 28 February 1999 due to the date of the agreement.
11. In a letter dated 25 January 1999 she was advised that payments of US \$220.00 must commence on 29 January 1999 as per the agreement.
11. A cheque in the amount of US\$200.00 was received by the Plaintiff's attorneys on 10 February 1999.

In breach of the agreement so varied for payment of instalments the Defendant has once again failed to pay the sums due by the said date.

12. In the premises the Defendant has repudiated the agreement by instalments of the sum due to the Plaintiff and the Plaintiff is entitled to the payment of US\$2706.77 being money owed to the Plaintiff plus interest at 18% per annum from 14 August 1998 to 22 February 1999.

**AND THE PLAINTIFF CLAIMS:**

1. Principle sum of US\$2,706.77
2. Interest of US \$254.54 from 15 August 1998 to 10 February 1999 calculated on the sum of \$2,906.77
3. Interest of US \$13.14 from 11 February to 19 February 1999 calculated on \$2,706.77.
4. Interest at 18% per annum until Judgment or payment being US \$1.46 per diem.
5. Fixed costs pursuant to Order 62 rule 1 of CI \$250.00, 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\$ 2,974.45 and interest at the rate aforesaid calculated up to the date of payment, and fixed costs of CI \$250.00, further proceedings will be stayed.

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

  
HUNTER & HUNTER

Filed by Hunter & Hunter, Attorneys at Law, for the Plaintiff, whose address for service is  
P. O. Box 190 George Town, Grand Cayman (Ref: ZM/07314.001)

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*

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 P.O. Box 190 West Wind Building George Town Grand Cayman
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Indorsement by defendant's Attorney (or by defendant if suing in person) of his name, address and reference, if any, in the box below.

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## 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.