

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 223 of 1999

BETWEEN: CAYMAN FREIGHT SHIPPING SERVICES, LTD. PLAINTIFF

AND: IRMA ARCH-CHIRINO trading as MIRACLE
BROKERS AND ECONOMY CUSTOM BROKERS DEFENDANT

WRIT OF SUMMONS

TO: IRMA ARCH-CHIRINO
P. O. Box 10852 APO
Airport Road
George Town
Grand Cayman, B.W.I.



THIS WRIT OF SUMMONS has been issued against you by the abovenamed 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 B.W.I., 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 ⁴6th day of April, 1999.



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 Acknowledgment of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. The Plaintiff at all material times carried on business as a shipper agent and/or carrier of goods and items and at all material times the Defendant carried on business as a broker agent.
2. The Plaintiff claims:-
 - (i) the sum of \$77,870.95 being freight and incidental charges for the carriage of goods by the Plaintiffs for the Defendant at her request together with interest thereon pursuant to The Judicature Law (1995 Revision):-

PARTICULARS

26 th March, 1997	Freight as per bill of lading dated the 7 th March, 1997 and Invoice No. 2959	2,032.80
23 rd April, 1997	Grounding Request for Container SMLU490965-9	26.00
24 th April, 1997	Freight as per bill of lading dated 4 th April, 1997 and Invoice No. 3032	1,108.80
25 th April, 1997	Freight as per bill of lading dated 11 th April, 1997 and Invoice No. 3042	1,772.40
29 th April, 1997	Freight as per bill of lading dated 18 th April, 1997, Grounding request for Container TRIU 901596-1 and Invoice No. 3081	1,798.40
21 st May, 1997	Freight as per bill of lading dated 9 th May, 1997, Grounding requests for Containers #SMLU 490508 dated 14 th May, 1997 #TPHU 600589 dated 13 th May, 1997 and Invoice No. 3143	1,824.40

23 rd May, 1997	Freight as per bill of lading dated the 16 th May, 1997 and Invoice No. 3172	1,785.00
30 th May, 1997	Freight as per bills of lading dated the 23 rd May, 1997 and Invoice No. 3193	2,297.40
11 th June, 1997	Freight as per bills of lading dated 6 th June, 1997 and Invoice No. 3237	12,453.00
26 th June, 1997	Freight as per bills of lading dated 13 th June, 1997 and Invoice No. 3262	3,326.40
16 th July, 1997	Freight as per bills of lading dated 27 th June, 1997 and Invoice No. 3305	2,759.40
16 th July, 1997	Freight as per bills of lading dated 27 th June, 1997 and Invoice No. 3306	3,312.54
23 rd July, 1997	Freight as per bill of lading dated 3 rd July, 1997 and Invoice No. 3316	1,231.43
31 st July, 1997	Freight as per bill of lading dated 11 th July, 1997 and Invoice No. 3345	1,121.40
5 th August, 1997	Freight as per bill of lading dated 18 th July, 1997 and Invoice no. 3358	1,956.36
5 th August, 1997	Freight as per bills of lading dated 25 th July, 1997 and Invoice No. 3376	5,103.84
20 th August, 1997	Freight as per bills of lading dated 1 st August, 1997 and Invoice No. 3405	6,227.58
4 th September, 1997	Freight as per bill of lading dated 22 nd August, 1997 and Invoice No. 3478	1,032.36

4 th September, 1997	Freight as per bills of lading dated 22 nd August, 1997 and Invoice No. 3486	1,074.36
9 th September, 1997	Grounding request for Container SMLU491644 Invoice no. 3490	26.00
18 th September, 1997	Freight as per bills of lading dated 29 th August, 1997 and Invoice No. 3520	1,441.02
18 th September, 1997	Freight as per bills of lading dated 29 th August, 1997 and Invoice No. 3521	3,793.02
2 nd October, 1997	Freight as per bill of lading dated 12 th September, 1997 and Invoice no. 3567	721.14
7 th October, 1997	Freight as per bills of lading dated 19 th September, 1997 and Invoice No. 3588	8,889.05
8 th October, 1997	Freight as per bill of lading dated 26 th September, 1997 and Invoice No. 3610	5,213.04
29 th October, 1997	Freight as per bill of lading dated 10 th October, 1997 and Invoice No. 3654	1,079.14
5 th November, 1997	Freight as per bill of lading dated 17 th October, 1997 and Invoice No. 3674	1,830.45
12 th November, 1997	Freight as per bill of lading dated 24 th October, 1997 and Invoice No. 3689	2,079.00
27 th November, 1997	Freight as per bills of lading dated 31 st October, 1997 and Invoice No. 3736	1,778.22
18 th December, 1997	Less payment on account Receipt No. 579690	(2,000.00)

3rd March, 1998
 Freight as per Invoice
 No. 4013 demurrage of
 Container #SMLU 491310-8

777.00

\$77,870.95

- (ii) the sum of \$23,283.13 being freight and incidental charges for the carriage of goods by the Plaintiff for third parties ("consignees") for whom the said Defendant acted as an authorised broker/agent and cleared goods for the consignees and is liable to the Plaintiff for the said sums together with the interest thereon pursuant to The Judicature Law (1995) Revision:-

PARTICULARS

30 th May, 1997	Freight and charges as per bill of lading dated the 23 rd May, 1997 and Invoice No. 3193	3,353.52
16 th July, 1997	Freight and charges as per bill of lading dated the 27 th June, 1997 and Invoice No. 3305	4,892.37
20 th August, 1997	Freight and charges as per bill of lading dated 1 st August, 1997 and Invoice No. 3405	1,519.36
21 st August, 1997	Freight and charges as per bill of lading dated 9 th August, 1997 and Invoice No. 3415	2,016.00
29 th August, 1997	Freight and charges as per bills of lading 15 th August, 1997 and Invoice No. 3453	540.86
4 th September, 1997	Freight and charges as per bills of lading dated 22 nd August, 1997 and Invoice No. 3478	1,941.88
18 th September, 1997	Freight and charges as per bill of lading dated 29 th August, 1997 and Invoice No. 3520	104.10

23rd September, 1997 Freight and charges as per bill of lading dated 5th September, 1997 and Invoice No. 3528

195.16

8th October, 1997 Freight and charges as per bill of lading dated 26th September, 1997 and Invoice No. 3610


719.88

\$23,283.13

AND THE PLAINTIFF CLAIMS AGAINST THE DEFENDANT:

- A. The sum of \$77,870.95;
- B. The sum of \$23,283.13;
- C. Pre Judgment interest upon the said sums pursuant to The Judicature Law (1995 Revision);
- D. Post Judgment interest upon the said sums pursuant to The Judicature Law (1995 Revision) until payment;
- E. Such further and other relief that this Honourable Court may deem just or appropriate in the circumstances; and
- F. Costs.

Dated this 31st day of March, 1999.



MYERS & ALBERGA

THIS WRIT OF SUMMONS and STATEMENT OF CLAIM was issued and filed by Myers & Alberga, Attorneys-at-Law for and on behalf of the Plaintiff whose address for service is One Regis Place, Fort and Mary Streets, P. O. Box 472, George Town, Grand Cayman B. W. I.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 2003 OF 1999

BETWEEN: CAYMAN FREIGHT SHIPPING SERVICES, LTD. PLAINTIFF

AND: IRMA ARCH-CHIRINO trading as MIRACLE
BROKERS AND ECONOMY CUSTOM BROKERS 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 Delay may result in judgment being entered
directions 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.

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.

MYERS & ALBERGA
One Regis Place
P. O. Box 472
George Town
Grand Cayman, B. W. I.

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

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 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.