

IN THE GRAND COURT OF THE CAYMAN ISLANDS

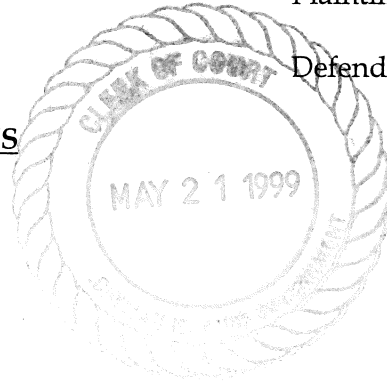
CAUSE NO. 329 OF 1999

BETWEEN: **CARIBBEAN AUTOMOBILES & COMMODITIES  
TRADING CO. LTD.** Plaintiff

AND: **DELROY WELLINGTON** Defendant

WRIT OF SUMMONS

TO: Delroy Wellington  
General Delivery  
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 495G, 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 21 day of May, 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.

**IMPORTANT**

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

## STATEMENT OF CLAIM

1. The Plaintiff is an ordinary company, incorporated and trading in the Cayman Islands, carrying out the business of wholesale importer and also providing purchasing services.
2. The Defendant was at all material times a customer of the Plaintiff wholesale company.
3. Some time in March, 1997, the Defendant placed an order with the Plaintiff for a dump truck.
4. By an express agreement dated 13th March, 1997, the Defendant agreed to pay the Plaintiff CI\$36,125.61 for the said dump truck.
5. It was an express term of the agreement that the Defendant would pay any balance owing within 30 days of 13th March, 1997, and that default would result in the Plaintiff applying an interest charge of 2½% per month to the outstanding balance.
6. As at the 13th March, 1997 the balance outstanding on the Order amounted to CI\$3,625.61, as the Plaintiff had received payment of CI\$34,000.00 as of 13th March, 1997.
7. As of 13th April, 1997, the balance outstanding had not been paid.

8. Interest accrued on the balance of CI\$3,625.61 between 13<sup>th</sup> March, 1997 and 13<sup>th</sup> April, 1997, amounting to CI\$90.44.
9. On 5<sup>th</sup> May, 1997, the Defendant paid to the Plaintiff an amount of CI\$1,000.00 in cash.
10. As of 5<sup>th</sup> May, 1997, the balance outstanding amounted to (CI\$2,625.61 + CI\$90.44) CI\$2,716.05.
11. To date the Defendant has defaulted in making the balance of the payment due and interest continues to accrue on the amount of CI\$2,716.05 at a monthly rate of CI\$67.90 and at a daily rate of CI\$2.26.

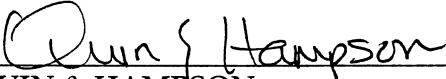
AND the Plaintiff claims:

- (1) The sum of CI\$2,716.05
- (2) Interest at the current rate of 2½% per month on the sum of CI\$2,716.06, from 13<sup>th</sup> May, 1997 to 13<sup>th</sup> May, 1999, amounting to CI\$1,629.60, and thereafter accruing at the rate of CI\$2.26 per day; alternatively interest at such rate that the court thinks fit.
- (3)

Attorneys fees	CI\$700.00
Writ	CI\$100.00
Service	CI\$ 50.00
Filing	<u>CI\$ 15.00</u>
<b>Total</b>	<b>CI\$865.00</b>

If within the time for returning the Acknowledgment of Service the Defendant pays the total amount claimed of CI\$5,210.66 (including interest and costs accruing after the date hereof) further proceedings will be stayed. The money must be paid to the offices of the Plaintiff's Attorneys-at-Law.

DATED this 19<sup>th</sup> day of May, 1999.

  
\_\_\_\_\_  
QUIN & HAMPSON  
Attorneys-at-Law for the Plaintiff

THIS WRIT OF SUMMONS was issued by Quin & Hampson, Attorneys-at-Law for and on behalf of the Plaintiff herein, whose address for service is Harbour Centre, Third Floor, P.O. Box 1348, George Town, Grand Cayman, B.W.I.

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. 329 of 1999

BETWEEN: CARIBBEAN AUTOMOBILES & COMMODITIES TRADING CO. LTD. Plaintiff

AND: DELROY WELLINGTON 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.*