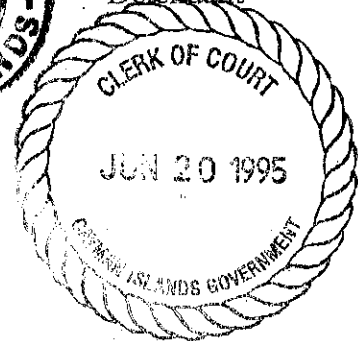


IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. <sup>257</sup> OF 1995

BETWEEN: COMMODITY MARKETING & SUPPLY LTD. Plaintiff

AND: DAVID KENNEDY SCOTT Defendant



WRIT OF SUMMONS

TO: DAVID KENNEDY SCOTT  
P.O. Box 379  
West Bay, 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.

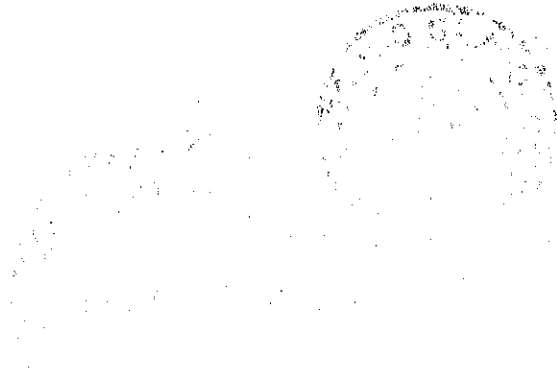
If you fail to satisfy the claim or to return the Acknowledgment within the time stated, or if you return the Acknowledgment without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this <sup>20<sup>th</sup></sup> day of June, 1995.

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.

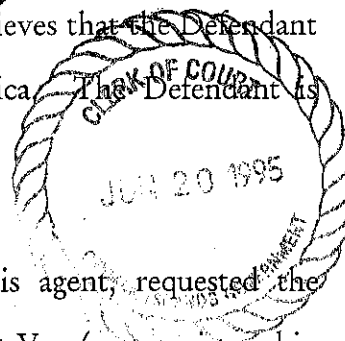
**IMPORTANT**

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



## STATEMENT OF CLAIM

1. The Plaintiff is a company registered in the Cayman Islands and duly authorised and licensed to operate the business (inter alia) of handling shipping and customs clearance of all manner of goods and commodities destined for import into the Cayman Islands.
2. The Defendant is a Caymanian, however the Plaintiff believes that the Defendant has rights of residency in the United States of America. The Defendant is currently residing in West Bay.
3. The Defendant either personally or by or through his agent, requested the Plaintiff to assist in the transportation of a 1986 Chevrolet Van (now registered in the Cayman Islands with Vehicle Registration No. 54 337) from Miami to the Cayman Islands. The Plaintiffs undertook to arrange the shipping of the said vehicle and thereafter make the necessary customs declaration concerning the vehicle to the Cayman Islands Customs Department and thereafter pay the customs duty duly assessed thereon on behalf of the Defendant.
4. In accordance with the contract, the Plaintiff arranged for the said vehicle to be shipped from Florida to the Cayman Islands. The vehicle was transported to the Cayman Islands on the Kirk Freight Line Ltd. "The North King".
5. Further, on arrival of the vehicle in the Cayman Islands, the Plaintiff completed the necessary customs declaration relating to the vehicle and paid on behalf of the Defendant the Cayman Islands Customs Duty that was assessed.

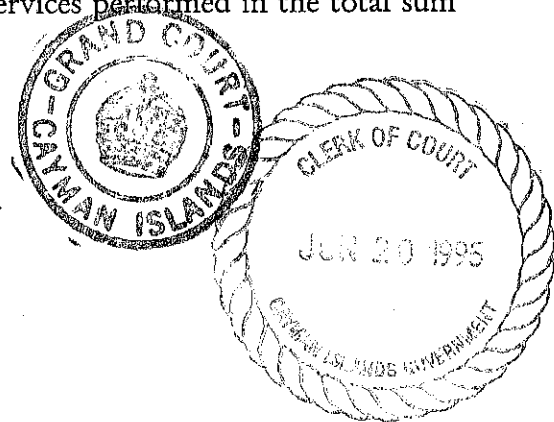




6. It was an express and/or implied term of the contract that the Plaintiff would be paid for the services provided and reimbursed for disbursements made on behalf of the Defendant.
  
7. The customs documents that enabled the vehicle to be released to the Defendant and/or his agent, were delivered to the Defendant's agent (Ms. Evelyn Rockett). An invoice for the services provided was also delivered to the said agent of the Defendant and two days later the said agent returned with a cheque in settlement of the Plaintiff's invoice.
  
8. The Plaintiff has rendered an invoice for the services performed in the total sum of CI\$2,311.06.

PARTICULARS

Freight -	CI\$1,177.54
Duty -	CI\$1,011.04
Miscellaneous Port Charges -	CI\$ 47.48
Miscellaneous Port Charges -	CI\$ 75.00
	CI\$2,311.06



9. The cheque referred to in Paragraph 7 herein was drawn on the Defendant's Bank Account at Cayman National Bank and was numbered 000057. The said cheque was payable to the Plaintiff, and was dated the 25th of April, 1995. On presentation by the Plaintiff of the cheque to Cayman National Bank for payment, the cheque was returned to the Plaintiff with the endorsement "Refer to Drawer". The cheque was presented again by the Plaintiff for payment to Cayman National Bank and it was returned for a second time "Refer to Drawer".

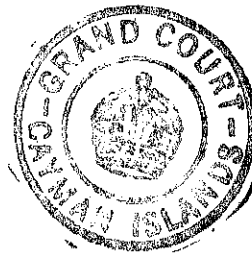


The first such presentation for payment was made on the 26th of April, 1995, the second such presentation for payment was made on the 2nd of May, 1995.


10. The Defendant has failed to pay the sum or sums due to the Plaintiff under the said invoice and the Plaintiff claims all sums due herein. Further the Plaintiff states that by tendering payment by cheque the Defendant has acknowledged the debt, and as such is estopped from alleging that there is any defence to this claim. Further, the Plaintiff alleges that there is no defence to the dishonoured cheque.

AND THE PLAINTIFF claims:

1. The sum of CI\$2,311.06.
2. Fixed costs in the sum of CI\$250.00 and filing fees in the sum of CI\$115.00.
3. Further and/or other relief.



If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of CI\$2,700.06 (including costs) further proceedings will be stayed. The money must be paid to the Plaintiff or his Attorney.

  
PAGET-BROWN, QUIN & HAMPSON  
Attorneys-at-Law for and on behalf of  
the Plaintiff

THIS WRIT was issued by Paget-Brown, Quin & Hampson, whose address for service is Harbour Centre, Third Floor, P.O. 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 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 the Statement of Claim is not 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 a Statement of Claim is 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*

*Please complete overleaf*

## 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 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 named 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 person may obtain help in completing the form at the Courts Office.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: OF 1995

BETWEEN: COMMODITY MARKETING & SUPPLY LTD. Plaintiff  
AND: DAVID KENNEDY SCOTT 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 a Defendant whereby he may have to pay the costs of applying to set it aside.

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1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.

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2. State whether the Defendant intends to contest the proceedings (*tick appropriate box*)

yes  no

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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

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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 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.*

PAGET-BROWN, QUIN & HAMPSON  
P.O. BOX 1348  
GEORGE TOWN  
GRAND CAYMAN  
CAYMAN ISLANDS  
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.*