



STATEMENT OF CLAIM

1. The Plaintiff is and was at all material times a supplier of "Aggregate Rock" known as crushed rock and provides a mining/quarry service. The Defendant is and was at all material times a customer of the Plaintiff.
2. The Defendant is and was at all material times a customer of the Plaintiff.
3. That on or about January 1997 the Defendant entered into a contract with the Plaintiff, whereby the Defendant was allowed to receive goods provided by the Plaintiff on credit.
4. That by execution of this contract the Defendant acknowledged that interest would be charged for amounts owed for longer than 30 days.
5. Pursuant to the said contract the Defendant regularly obtained "Aggregate Rock" from the Plaintiff.
6. It was an implied term of the said document that the Defendant's account be settled in full every month end.
7. In breach of the Defendant's obligation arising from the execution of the said document, and breach of the implied term, the Defendant failed to settle amounts owed in the amount of CI\$38,555.18.
8. As of the date of the issuance of this writ, the Defendant owes to the Plaintiff the principal sum of CI\$38,555.18.
9. In addition to the principal sum due as set out above, the plaintiff is entitled to interest from the date of the agreement, the rate of interest being that established pursuant to the Judicature Law (1995 Revision). Interest of \$0000000 the principal sum is also as of the date of the issuance of this proceeding. The particulars of interest are as set out in the schedule attached to the Statement of Claim.

**AND THE PLAINTIFF CLAIMS:**

1. CI\$38,555.18 principal as pleaded above.
2. Pre-judgement and post-judgement interest upon the said principal pursuant to the Judicature Law (1995 Revision) and the Judgement Debts (Rates of Interest) Rules as prescribed from time to time; and
3. Costs as taxed or agreed.

If, within the time for returning the Acknowledgement of Service, the Defendant pays the total amount claimed of CI\$38,555.18 (excluding the costs of any additional interest accruing) further proceedings will be stayed. The money must be paid to the offices of the Plaintiff's Attorney-at-Law.

Dated this 23<sup>rd</sup> day of February 2001

Samson Murray Jackson

Samson Murray Jackson  
Attorneys-at-Law for the Plaintiff

To: Clerk of the Court

And to: Rollin Ebanks Equipment Co Ltd.  
PO Box 340 GT  
Grand Cayman

**STATEMENT REGARDING INTEREST**

- i. The prescribed rate of interest from 15<sup>th</sup> Feb 1997 up to 31<sup>st</sup> Dec 1997 was 7 7/8 % per annum
- ii. The prescribed rate of interest from 1<sup>st</sup> Jan 1998 up to 1<sup>st</sup> Jan 1999 was 7 7/8 % per annum
- iii. The prescribed rate of interest from 2<sup>nd</sup> Jan 1999 up to 31<sup>st</sup> March 2000 was 7 % per annum
- iv. The prescribed rate of interest from 1<sup>st</sup> April 2000 up to 23<sup>rd</sup> Feb 2001 was 8 % per annum
- v. The date from which interest accrues is from the date of the agreement as set out herein
- vi. The total interest claimed as at the date of the issuance of this Writ of Summons is CI\$11,835.12
- vii. The amount of interest accruing each day following the issue of this Writ is \$2.54.

**SCHEDULE OF INTEREST CALCULATED**

1. Interest from 15/02/97 to 31/12/97	= \$38,555.18 x .07875 x 320/365 = \$2,661.89
2. Interest from 01/01/98 to 01/01/99	= \$38,555.18 x .07875 x 366/365 = \$3,044.54
3. Interest from 02/01/99 to 31/03/00	= \$38,555.18 x .07000 x 454/365 = \$3,356.94
4. Interest from 01/04/00 to 23/02/01	= \$38,555.18 x .08000 x 328/365 = \$2,771.75

***TOTAL = \$11,835.12***

THIS WRIT OF SUMMONS was issued by Samson Murray Jackson, Attorneys-at-Law for the Plaintiffs whose address for service and correspondence is that of his said Attorneys-at-Law, The Ground Floor (West Wing), Sigma Building, Smith/Hospital Roads, George Town, Grand Cayman.

BETWEEN: QUARRY PRODUCTS LTD. PLAINTIFF

AND: ROLLIN EBANKS EQUIPMENT CO LTD. DEFENDANT

ACKNOWLEDGEMENT 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 judgement being entered against a Defendant whereby he May have to pay the costs of applying to set it aside.

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

2. State whether the Defendant intends to contest the proceedings (tick the 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 judgement 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 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 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:*

Samson Murray Jackson  
Attorneys-at-Law  
Corner of Hospital/Smith Roads  
PO Box 10067 APO  
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:*

## DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE OF WRIT OF SUMMONS.

1. The accompanying form of *Acknowledgement 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 Acknowledgement 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 endorsed 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 judgement is served on the Defendant.

If the defendant fails to serve his defence within the appropriate time, the Plaintiff may enter judgement 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 judgement 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 Acknowledgement of Service, that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgement, 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 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 a ( )” 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.