

IN THE GRAND COURT OF THE CAYMAN ISLANDS



CAUSE NO. 129 OF 2001

**BETWEEN:** HEWS HOTEL AND RESTAURANT SUPPLIES PLAINTIFF  
 (FORMERLY COMMODITY MARKETING & SUPPLY LTD.)

**AND:** WINSTON McNAMEE 1<sup>st</sup> DEFENDANT  
 COURTNEY McNAMEE 2<sup>nd</sup> DEFENDANT  
 BILLY'S PLACE LTD. 3<sup>RD</sup> DEFENDANT

WRIT OF SUMMONS

**TO:** Mr. Winston McNamee  
 Ms. Courtney McNamee  
 P.O. Box 30371 SMB  
 Grand Cayman

**AND TO:** Billy's Place Ltd.  
 C/o A. Steve McField & Associates  
 P.O. Box 680 GT  
 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 of Summons on you, counting the day of service, you must either satisfy the claim or return to the Courts Office, P.O. Box 495, George Town, Grand Cayman, the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgement within the time stated, or if you return the Acknowledgement 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 5<sup>th</sup> day of March, 2001.

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.

**INDORSEMENT**

The Plaintiff's claim against the Defendants is for CI\$4,143.25 being the sum due by the Defendants pursuant to a credit application signed for by the 1<sup>s</sup> and 2<sup>nd</sup> Defendants made on or about 2<sup>nd</sup> June 1997 whereby the Defendants undertook to be liable for all moneys due to the Plaintiff in respect of goods supplied to Billy's Place Ltd. within 30 days of the date of purchase.

*Charles Adams Ritchie & Duckworth*

**CHARLES ADAMS, RITCHIE & DUCKWORTH  
ATTORNEYS-AT-LAW FOR THE PLAINTIFF**

This Writ was issued by Charles Adams, Ritchie & Duckworth, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service is P.O. Box 709, Zephyr House, Mary Street, George Town, Grand Cayman, British West Indies

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(FORMERLY COMMODITY MARKETING &  
SUPPLY LTD.)  
AND: WINSTON McNAMEE 1<sup>st</sup> DEFENDANT  
COURTNEY McNAMEE 2<sup>nd</sup> DEFENDANT  
BILLY'S PLACE LTD. 3<sup>RD</sup> DEFENDANT

**ACKNOWLEDGMENT OF SERVICE  
OF WRIT OF SUMMONS**

Important. Read the accompanying Delay may result in judgment being direction and notes for guidance carefully entered against a Defendant whereby he before completing this form. If any may have to pay the costs of applying to information required is omitted or given set it aside. 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  
Address for Service:

**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 is suing in person) of his name, address and reference, if any, in the box below.

**CHARLES ADAMS, RITCHIE &  
DUCKWORTH**  
P.O. Box 709 GT  
Zephyr House, Mary Street  
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.

[Empty box for Defendant's Attorney indorsement]

## 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.



liable for all monies due by the Company to the Plaintiff ("the Guarantee") in respect of goods supplied by the Plaintiff to the Company.

5. Pursuant to the Agreement, the Company agreed, *inter alia*:
  - (a) to pay to the Plaintiff the amount of any and all purchases charged to the Company's account not later than 15 days after the Plaintiff's Statement of Account, made up as of the last day of each month; and,
  - (b) that an interest charge at the rate of 1 ½% per month (calculated on a daily basis) may be added on any amount due if not received prior to the next billing date and thereafter on all amounts in arrears until paid.
  
6. In furtherance of the Agreement, the Plaintiff supplied and delivered to the Company at Billy's Place Ltd., the goods itemized in the invoices on the dates and at the costs marked thereon. Copies of the said invoices, have been delivered to the Company.
  
7. In February, 1998 the outstanding balance due to the Plaintiff by the Company was CI\$2725.81. Save for the payment made by the Company on the 16<sup>th</sup> February 1998 in the amount of CI\$156.30, there has been no further payment made by the Company to settle this account. The balance now due and owing to the Plaintiff as at the 28<sup>th</sup> February, 2001 is CI\$4,143.25 which includes interest calculated at the rate of 1 ½% interest on a daily basis.
  
8. The Plaintiff, through its attorneys-at-law, on the 20<sup>th</sup> January 2000, wrote to the 1st Defendant, demanding that the outstanding account which at the 31<sup>st</sup> January 2000 stood at CI\$3,736.14.

9. Notwithstanding the said demands, the amount of CI\$4,143.25 remains due and owing.

**AND THE PLAINTIFF CLAIMS:-**

1. The said sum of CI\$2,725.81.
2. Pre-Judgment Interest thereon at the rate of 1 ½% per month calculated on a daily basis from the 1st March, 1998 to the date of issue of the Writ being CI\$1,417.44.
3. Post-Judgment Interest thereafter pursuant to Section 34 of the Judicature Law (1995 Revision).
4. Costs.

**STATEMENT REGARDING INTEREST:**

- (i) The rate of Pre-Judgment Interest claimed is 1 ½% per month calculated on a daily basis.
- (ii) The date from which interest is calculated is the 1<sup>st</sup> March, 1998.
- (iii) The amount of interest accruing each day hereafter is CI\$1.36 per day.

  
**CHARLES ADAMS, RITCHIE & DUCKWORTH**  
**ATTORNEYS-AT-LAW FOR THE PLAINTIFF**

This Statement of Claim was filed by Charles Adams, Ritchie & Duckworth, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service is P.O. Box 709, Zephyr House, Mary Street, George Town, Grand Cayman, British West Indies.