

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 174 OF 2001

BETWEEN: JACQUES SCOTT & COMPANY LIMITED PLAINTIFF

AND: (1) BURNS RANKINE  
(2) EUGENE HURLSTON  
(3) RICHARD WELDS

DEFENDANTS

WRIT OF SUMMONS

TO: Mr. Burns Rankine  
Mr. Eugene Hurlston  
Mr. Richard Welds  
P.O. Box 178  
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 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 26<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\$6,571.26 being the sum due by the Defendants pursuant to a credit application signed for by the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> Defendants made on or about 4<sup>th</sup> March 1990 whereby the Defendants undertook to be liable for all moneys due to the Plaintiff in respect of goods supplied to Sound Harbour Lounge 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



**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]

Filed by Charles Adams, Ritchie & Duckworth, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service is that of its said Attorneys-at-Law, P.O. Box 709, Zephyr House, Mary Street, George Town, Grand Cayman, B.W.I.

## 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.



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 'Sound Harbour Lounge', 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 December, 1997 the outstanding balance due to the Plaintiff by the Company was CI\$5,068.58. Save for the payment made by the Company on the 17<sup>th</sup> June, 1998 in the amount of CI\$1,000.00, 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\$6,571.26 which includes interest calculated at the rate of 1 ½% interest on a daily basis and costs.
  
8. The Plaintiff, through its attorneys-at-law, on the 28<sup>th</sup> May, 1998, wrote to the 2<sup>nd</sup> Defendant, demanding that the outstanding account which at the 28<sup>th</sup> May 1998 stood at CI\$5,169.96.
  
9. Notwithstanding the said demands, the amount of CI\$6,571.26 remains due and owing.

**AND THE PLAINTIFF CLAIMS:-**

1. The said sum of CI\$6,571.76.
2. Pre-Judgment Interest thereon at the rate of 1 ½% per month calculated on a daily basis from the 1<sup>st</sup> June, 1999 to the date of issue of the Writ being CI\$2,646.78.
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> June, 1999.
- (iii) The amount of interest accruing each day hereafter is CI\$3.28 per day.

*Charles Adams Ritchie & Duckworth*

**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.