

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 169 OF 1996

BETWEEN:                   **DERRY SILVERA**                   Plaintiff  
AND:                         **ANDRE DACRES**                   Defendant

**WRIT OF SUMMONS**

TO:                    Andre Dacres  
                          c/o Economy Car Rental  
                          P.O. Box 1570G  
                          Biggies Plaza, Airport Road  
                          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 fourteen [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 Acknowledgement of Service stating therein whether you intend to contest these proceedings.

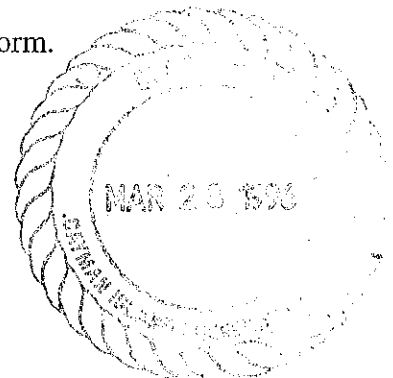
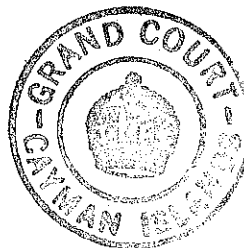
If you fail to satisfy the claim or to return the Acknowledgement within the time stated, or if you return the Acknowledgement without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 28<sup>th</sup> day of March, 1996.

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**

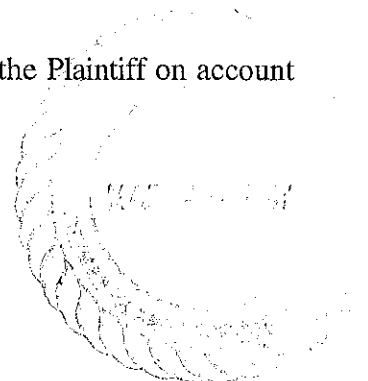
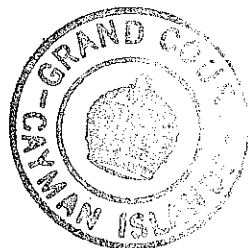
Directions for Acknowledgement of Service are given with the accompanying form.





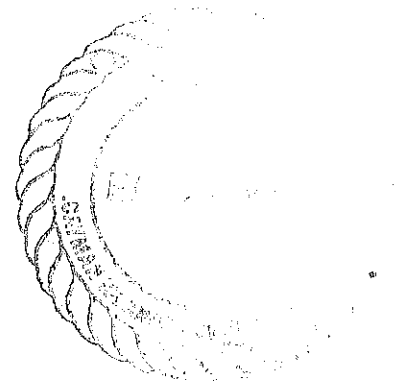
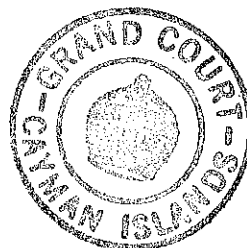
## STATEMENT OF CLAIM

1. At all material times the Plaintiff was the beneficial owner of an International dump truck, VIN No. A5457DGB25707 ("the Truck") and the Defendant was the registered owner of the Truck.
  
2. At all material times the Truck was in the possession of Alvin Christian to secure the sum of CI\$1,500.00 which the Plaintiff owed to the said Alvin Christian.
  
3. By a Sale Agreement dated 19th April, 1995, and made between the Plaintiff and the Defendant ("Sale Agreement"), the Plaintiff agreed to sell his beneficial interest in the Truck to the Defendant, who agreed to buy the same, at the full sale price of CI\$7,000.00. The Plaintiff will rely on the Sale Agreement at the trial hereof for its full meaning and effect.
  
4. It was *inter alia* an express term and condition of the Sale Agreement that the said full sale price be reduced by certain payments made by the Defendant, namely:
  - (1) The sum of CI\$1,125.00 which the Defendant had previously paid to the Cayman Islands' Government in respect of vehicle licensing fees which were then overdue on the Truck, and
  - (2) the sum of CI\$1,500.00 which the Defendant agreed to pay to Alvin Christian in satisfaction of the Plaintiff's said debt to Alvin Christian, and
  - (3) the sum of CI\$1,000.00 which the Defendant agreed to pay to the Plaintiff on account of the said full sale price.





5. On or about 19th April 1995, pursuant to the Sale Agreement, the Truck was delivered to the Defendant who thereupon became its beneficial owner. The Defendant subsequently sold and transferred the Truck to another party.
6. The Defendant paid sums totalling CI\$3,625.00, which said sums were referred to in paragraph 4. above, on account of the said full sale price and in part performance of the Defendant's obligations *inter alia* under the Sale Agreement.
7. It was *inter alia* an express term and condition of the Sale Agreement that the outstanding balance of CI\$3,375.00 was payable by the Defendant to the Plaintiff in three equal instalments of CI\$1,125.00 on 30th May, 1995, 30th June, 1995 and 30th July, 1995.
8. In breach of the Sale Agreement, the Defendant has failed to pay to the Plaintiff the said instalments due and payable or any of them and the said outstanding balance of CI\$3,375.00 remains due and owing by him to the Plaintiff at the date hereof.
9. By reason of the matters aforesaid, the Plaintiff has suffered loss and damage.
10. Further, the Plaintiff claims interest pursuant to section 34(1) of the Judicature Law on the said sum of CI\$3,375.0 at the rate of 8 3/8% per annum from 31 July 1995, amounting to CI\$186.63 at the date hereof and continuing thereafter until judgment or sooner payment at the rate of CI\$0.774 per day; alternatively on the amount found to be due to the Plaintiff at such rate and for such period as may be just.



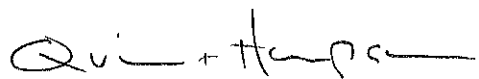


**PARTICULARS**

AND THE PLAINTIFF CLAIMS:

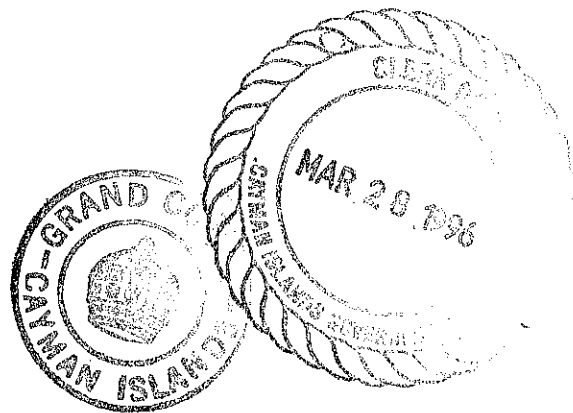
1. The sum of CI\$3,375.00
2. Interest pursuant to section 34(1) of the Judicature Law (1995 Revision)
3. Costs.

Dated this 28 day of March, 1996.



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**QUIN & HAMPSON**  
Attorneys-at-Law for the Plaintiff



**THIS WRIT** was issued by Messrs. Quin & Hampson, Attorneys-at-Law, for and on behalf of the Plaintiff herein, whose address for service and correspondence is that of its said Attorneys-at-Law, Harbour Centre, P.O. Box 1348, Grand Cayman, Cayman Islands, British West Indies.



DIRECTIONS FOR ACKNOWLEDGEMENT 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).

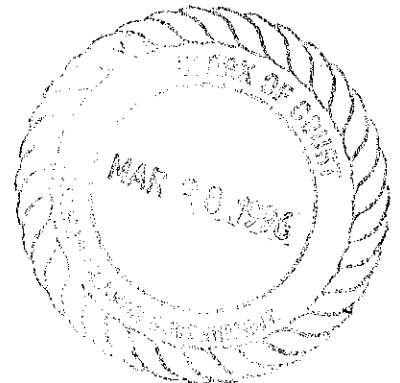
If a Statement of Claim is indorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2), the Defence must be served within 14 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgment is served on the Defendant.

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 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 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 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 (.....)" 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. OF 1996

BETWEEN: DERRY SILVERA Plaintiff
AND: ANDRE DACRES 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

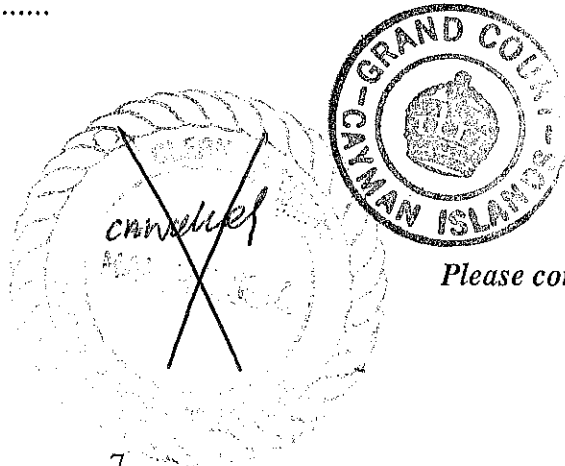
Service of the Writ is acknowledged accordingly

(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.*