

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.

STATEMENT OF CLAIM

1. The Plaintiff is a wholesaler, retailer and importer of food and other sundry items. It is incorporated and licensed to carry on business in the Cayman Islands, having its registered office at the Daisy Dairy Building, P.O. Box 400, George Town, Grand Cayman.
2. The First Defendant is a restaurant which is incorporated and licensed in the Cayman Islands having its registered office at P.O. Box 1348, George Town, Grand Cayman and the Second through Fourth Defendants are Directors of the First Defendant.
3. On or about the 23rd March, 1998, the Plaintiff extended a credit facility to the First Defendant whereby the First Defendant was allowed to purchase goods at the Plaintiff's place of business on account.
4. On or about the same date the Second through Fourth Defendants signed a personal guarantee that they would be held liable for any debts owed to the Plaintiff by the First Defendant.
5. The Plaintiff agreed to provide the said facility in consideration of which the Defendants agreed, *inter alia*, to pay to the Plaintiff the amount of any and all

purchases charged to its account not later than 15 days of the issue of a statement of account by the Plaintiff.

6. The Defendants further agreed to pay interest at the rate of 2% per month (calculated on a daily basis) on any amount due is not received within 15 days of the statement, and thereafter on all amounts in arrears until paid.
7. Between the 17th February, 2000 and the 17th May, 2000, the Defendants made purchases pursuant to the said agreement at the Plaintiff's place of business in the amount of CI\$4,819.47.
8. At the time of each and every purchase, the Plaintiff issued to the First Defendant a statement of account.
9. On or around October, 2000 the Defendants made a payment of CI\$136.43 towards the outstanding sum owing but however despite numerous demands and contact made by the Plaintiff, the Defendants have not paid any more towards the settlement of this debt.

AND THE PLAINTIFF CLAIMS:-

1. The sum of CI\$4,683.04;
2. Interest in the sum of CI\$1,126.63 calculated at the prescribed rate from the 1st June, 2000 to date.

3. Costs
4. Further relief as this Court sees just.

Charles Adams Ritchie & Duckworth
CHARLES ADAMS, RITCHIE & DUCKWORTH
Attorneys-at-Law for the Plaintiff

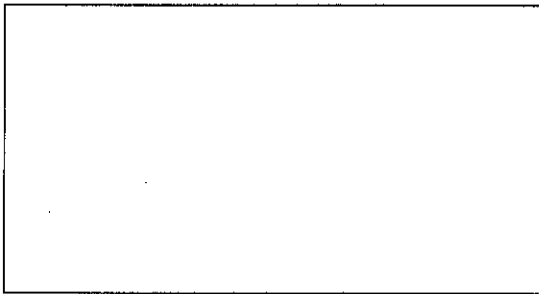
This Writ is filed by Charles Adams Ritchie & Duckworth attorneys-at-law for the Plaintiff herein whose address for service is that of its said attorneys PO Box 709, Mary Street, Zephyr House, George Town, Grand Cayman.

Notes on address for service

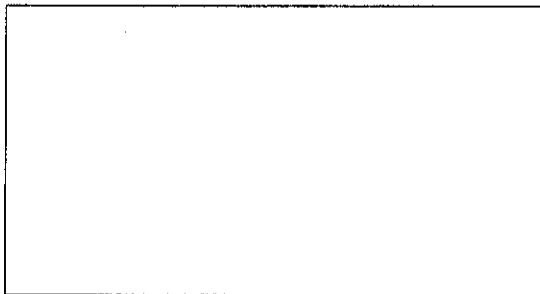
Attorney: where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

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.



Indorsement by Defendant's Attorney (or by Defendant if suing in person) of his name, address and reference, if any, in the box below.



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.