

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 679 OF 2001

BETWEEN:

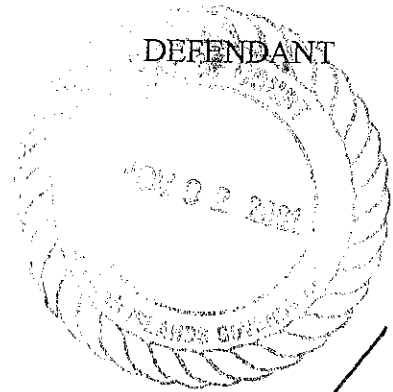
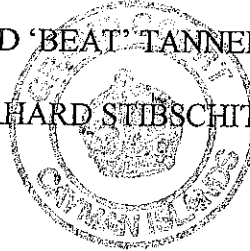
BIDD 'BEAT' TANNER

PLAINTIFF

AND:

GERHARD STIBSCHITZ

DEFENDANT



WRIT OF SUMMONS

To: Mr. Gerhard Stibschitz
C/o The Pirates Mint
Fort Street, George Town
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 service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Courts Office, P.O.Box 495, G.T., Grand Cayman the accompanying Acknowledgment of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgment within the time stated, or if you fail to return the Acknowledgment 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 at George Town this 3rd day of October, 2001.

NOTE: This Writ may not be served later than four (4) calendar months (or if leave is required to effect service out of the jurisdiction, six (6) months) beginning with the day 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 German national who previously resided at Raymond Welds Apartment # 35, West Bay, Grand Cayman, and worked as a Chef at Benjamin's Roof Restaurant, West Bay Road, Grand Cayman.
2. The Defendant is an Austrian national who operates a coin and jewellery store in George Town, Grand Cayman, carrying on business as the Pirates Mint.
3. On or about the 22nd October, 1996, the parties entered into an agreement ('The Agreement') whereby the Plaintiff loaned the sum of US\$ 2,500.00 (CI\$2,050.00) to the Defendant.
4. The Agreement is evidenced by a Promissory Note dated October 22, 1996 and signed by the Plaintiff and the Defendant.
5. It was an express term of the said Agreement that the Defendant would repay the said sum of US\$2,500.00 to the Plaintiff within six months with interest at the rate of 30% per annum.
6. Between January 1, 1997 and September 19, 1997, the Plaintiff further agreed to lend and did lend various sum of money to the Defendant amounting to a total of US \$8,500.00 (CI\$ 6,970.00) which the Defendant agreed to repay to the Plaintiff within a reasonable time of the said loan.
7. The said Agreement is evidenced by notations made by the parties on the Promissory Note above-mentioned, which states the additional amounts loaned by the Defendant and bears the dates the said amounts were loaned as well as the signatures and/or initials of both parties.
8. From 19th September, 1997, the Defendant's total indebtedness to the Plaintiff amounted to the sum of US\$11,000.00 (CI\$ 9,020.00).
9. In breach of the above Agreements, the Defendant has not repaid the said loans or any part thereof and the sum of US\$11,000.00 (CI\$9,020.00) remains due and owing by him to the Plaintiff

WHEREFORE THE PLAINTIFF CLAIMS FROM THE DEFENDANT:-

- (i) The said sum of US \$ 11,000.00 OR C\$9,020.00
- (ii) Interest on the sum of US\$2,500.00 (C\$2,050.00) pursuant to the terms of the Promissory Note at the rate of 30% per annum from October, 1996 to Judgment or sooner payment
- (iii) Interest on the remaining balance of US\$ 8,500.00 (C\$6,970.00) pursuant to the Judicature Law
- (iv) Further and/or other relief
- (v) Costs

If within the time for returning the Acknowledgement of Service, the Defendant pays the total amount claimed of US\$11,000.00 (C\$9,020.00) (plus interest and costs, further proceedings will be stayed. The money must be paid to the Plaintiff's attorney-at-law.

Dated this 31st day of OCTOBER, 2001.


Morris M Garcia
Attorney-at-law

To: The Clerk of the Court

And To The Defendant, Gerhard Stiebitz , Fort Street, George Town , Grand Cayman

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. OF 2001

BETWEEN: BIDD ' BEAT' TANNER PLAINTIFF

AND GERHARD STIBSCHITZ DEFENDANT

ACKNOWLEDGMENT OF SERVICE OF THE 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 given wrongly, THIS FORM MAY HAVE TO BE RETURNED.

Delay may result in judgment being entered against a Defendant whereby he 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 sum, 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 _____ no

PLEASE COMPLETE OVERLEAF

**DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS**

1. The accompanying form of **Acknowledgment 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 495, 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 acting in person).

If a Statement of Claim is endorsed on the Writ (ie. 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 a Statement of Claim is not endorsed 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 Acknowledgment of Service, that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgment, but he must, within that time, **issue a Summons** for a stay of execution, supported by affidavit of his means. The affidavit should state any offer which the defendant desires to make for the payment of the money by installments 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 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 a 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.

Service of the Writ is acknowledged accordingly.

(Signed) _____

[Attorney] for:

[Defendant in person]

Address for service:

Notes on address for service

Attorneys: 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 acting in person) of his name, address and reference, if any, in the box below:

Morris M Garcia
Attorney-at-law
P.O.Box 1185GT
Grand Cayman

Indorsement by defendant's attorney (or by defendant if acting in person) of his name, address and reference, if any, in the box below.

Filed by Morris M Garcia, Suite #2, Nevlaw Building, Grand Cayman, attorney-at-law for the Plaintiff.