

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 241 OF 1996

BETWEEN: IMP AGENCY LTD.

PLAINTIFF

AND: THOMAS QUINTON

FIRST DEFENDANT

SANDRA J. QUINTON

SECOND DEFENDANT

WRIT OF SUMMONS

TO: Thomas Quinton and Sandra J. Quinton
Nelson Quay
P.O. Box 30342
Grand Cayman
B.W.I.

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiffs in respect of the claim set out on the next page.

Within 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 B.W.I., 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 return the Acknowledgment without stating therein an intention to contest the proceedings, the Plaintiffs may proceed with the action and judgment may be entered against you forthwith without further notice.

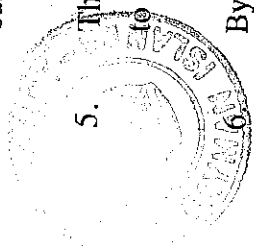
Issued this 3 day of May, 1996.

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 Acknowledgment of Service are given with the accompanying form.

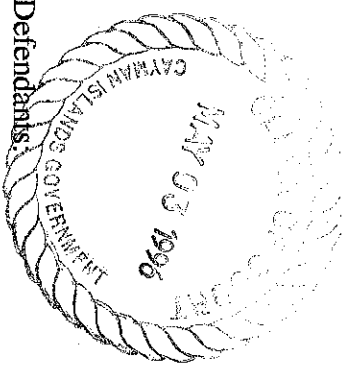
STATEMENT OF CLAIM

1. The Plaintiff is a company incorporated in the Cayman Islands which is wholly owned by Caymanians and provides moving and storage service within the Cayman Islands.
2. The Defendants reside at Nelson Quay, Governor's Harbour, Grand Cayman, B.W.I. and at all material times were customers of the Plaintiff.
3. On or about 1st February, 1996, the Second Defendant by telephone instructed the Plaintiff to move the Defendants' furniture from their old residence at Britannia Villas, West Bay Road, Grand Cayman to the Defendants' new residence at Nelson Quay, Governor's Harbour, Grand Cayman, B.W.I.
4. By work order #967739 the Second Defendant valued the Defendant's furniture in the sum of CI\$200,000.00 for the purposes of insurance coverage.
5. The Plaintiff in pursuance of the Defendant's instructions moved the furniture as referred to at paragraph 3 above and completed the move on or about 20th February, 1996.

6. By telephone, the Second Defendant made a claim against the Plaintiff for damage to a sofa and cabinets. The Plaintiff agreed to repair the items at its expense.
7. On or about the last week in February, 1996, the Plaintiff delivered invoices 18393 and 18396 in the sum of CI\$11,482.30 which represented labour and materials and CI\$2,750.00 which represented the insurance premium, respectively, to the Defendant's residence at Nelson Quay, Governor's Harbour, Grand Cayman, B.W.I. Attached to the said invoices were copies of the various work orders signed by the parties.
8. The damaged items referred to at paragraph 6 above were repaired. The cabinets were repaired on or about the 1st March, 1996 and the sofa was cleaned on or about 6th March, 1996 at the Plaintiff's expense.

9. By telephone on 21st March, 1996, the Plaintiff attempted to recover the sums referred to at paragraph 7 above from the Second Defendant. The Second Defendant claimed further



damages to the Defendants' furniture.



10. By letter dated 21st March, 1996, the Plaintiff stated to the Defendants:
- "Further to our telephone conversation today, please find attached copy of our bill of lading, w/o# 9677739, which clearly shows that the value declared for insurance purposes was \$200,000.00. This bill of lading was signed by yourself and the foreman on this job,...

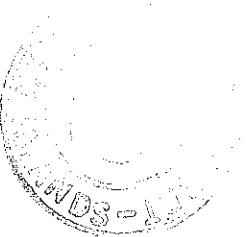
Please be advised that it is your responsibility to notify us in writing within 7 days of your moving date if you experienced any shortages/damages. The only damages that you reported to us on this move were the marks on the sofa which IMP arranged to clean at our expense and the cabinet adjustment which IMP arranged to fix at our expense.

We would appreciate payment of the above mentioned invoices by Monday, March 25th, 1996. In good faith we accepted this job from you on a bill basis rather than our standard terms of cash on delivery. We dedicated all our time, labour and equipment for your move and performed all services as requested and in turn request prompt payment for the services rendered."

11. By telephone, on or about 22nd March, 1996 the Second Defendant refused to pay to the Plaintiff the sum of CI\$11,482.30 and CI\$2,750.00.
12. The Defendants have made no payments whatsoever to the Plaintiff and are indebted to the Plaintiff in the sum of CI\$14,232.30 which such amount is still due and owing.

AND the Plaintiff claims:-

1. The principal sum of CI\$14,232.30.
2. Interest at the statutory rate of 7 3/8% per annum from the 25th March, 1996 to the date hereof and further interest at the aforesaid rate (ie. CI\$2.88 per day) to judgment or sooner.



3. Interest at the rate of 7 3/8% from the date of judgment until payment of the judgment sum.
4. Costs.



If within the time returning the Acknowledgment of Service the Defendant pays the total amount claimed of CI\$15,358.66 (including interest and costs) further proceedings will be stayed. The money must be paid to the Plaintiff or to their attorneys-at-law.

Alberga

Myers & Alberga
Attorneys-at-Law for the
Plaintiff



THIS WRIT AND STATEMENT OF CLAIM was issued and filed by Myers & Alberga, Attorneys-at-Law for and on behalf of the Plaintiffs whose address for services is One Regis Place, Fort and Mary Streets, P.O. Box 472, George Town, Grand Cayman B.W.I.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. ⁹⁴¹ OF 1996

BETWEEN: IMP AGENCY LTD.

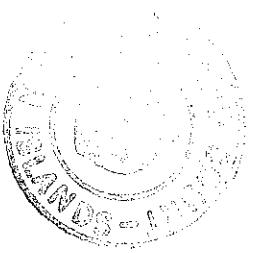
PLAINTIFF

AND: THOMAS QUINTON

FIRST DEFENDANT

SANDRA J. QUINTON

SECOND 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 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 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:

Please complete overleaf

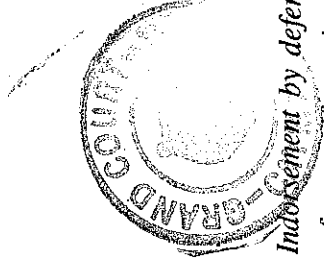
Notes on address for service

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.

Myers & Alberga
One Regis Place
P.O. Box 472
George Town
Grand Cayman
B.W.I.

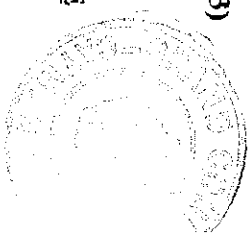


Indorsement by defendant's Attorney (or by defendant if suing in person) of his name, address and reference, if any, in the box below.

[Empty rectangular box for defendant's indorsement]

Acknowledgment of service of writ of summons (O.12, r.3)

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 495G, George Town, Grand Cayman.

2. A Defendant who states in his Acknowledgment 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 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 an affidavit of his means. The affidavit should state any offer which the Defendant desires to make for payment of the money by instalments 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 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.

