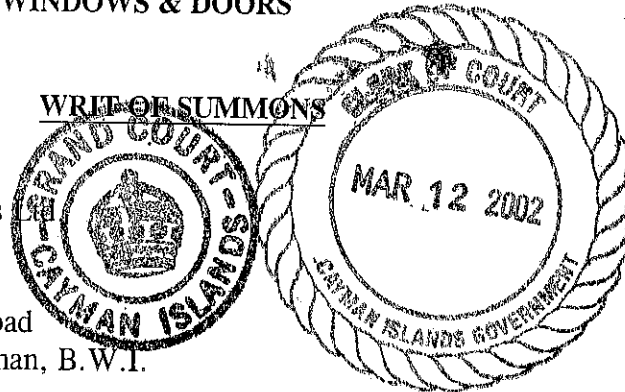


IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 183 of 2002

BETWEEN: SEABOARD MARINE, LTD. FIRST PLAINTIFF  
BETWEEN: CAYMAN FREIGHT SHIPPING SERVICES, LTD. SECOND PLAINTIFF  
AND: GENERAL WINDOWS & DOORS LTD. t/a  
GENERAL WINDOWS & DOORS DEFENDANT

TO: General Windows & Doors Ltd.  
C/o O. L. Panton & Co.  
P. O. Box 875-876 GT  
Panton Building, Crewe Road  
George Town, Grand Cayman, B.W.I.



THIS WRIT OF SUMMONS has been issued against you by the abovenamed 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 Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 12 day of March, 2002.

NOTE - This Writ may not be served later than 4 calendar 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 First Plaintiff is a company incorporated under the laws of the State of Florida, United States of America and at all material times carried on business as an ocean freight carrier.
2. The Second Plaintiff is a company incorporated under the laws of the Cayman Islands and is the agent of the First Plaintiff. At all material times the Second Plaintiff carried on business as a shipper agent and/or carrier of goods and items to and from the Cayman Islands.
3. The Defendant is a company incorporated under the laws of the Cayman Islands and at all material times carried on business within the Cayman Islands by supplying materials and labour for the installation of windows and doors.
4. The Plaintiffs claim the sum of US\$19,225.50 being freight and incidental charges for the carriage of goods by the Plaintiffs for the Defendant at its request together with interest thereon pursuant to The Judicature Law (1995 Revision):-

**PARTICULARS**

21 <sup>st</sup> February, 2000	Freight as per bill of lading dated the 19 <sup>th</sup> February, 2000 and Invoice No. 00012554	2,285.50
3 <sup>rd</sup> March 2000	Freight as per bill of lading dated the 31 <sup>st</sup> March 2000 and Invoice No. 00013047	2,300.50
8 <sup>th</sup> May 2000	Freight as per bill of lading dated 5 <sup>th</sup> May 2000 and Invoice No. 00013407	2,300.50

15 <sup>th</sup> May 2000	Freight as per bill of lading dated 13 <sup>th</sup> May 2000 and Invoice No. 00013517	2,300.50
26 <sup>th</sup> June 2000	Freight as per bill of lading dated 23 <sup>rd</sup> June 2000 and Invoice No. 00013985	2,300.50
31 <sup>st</sup> July 2000	Freight as per bill of lading dated 28 <sup>th</sup> July 2000 and Invoice No. 00014388	1,610.50
14 <sup>th</sup> August 2000	Freight as per bill of lading dated 11 <sup>th</sup> August 2000 and Invoice No. 00014558	1,526.50
28 <sup>th</sup> August 2000	Freight as per bill of lading dated 25 <sup>th</sup> August 2000 and Invoice No. 00014711	2,300.50
18 <sup>th</sup> September 2000	Freight as per bill of lading dated 15 <sup>th</sup> September 2000 and Invoice No. 00014997	<u>2,300.50</u>
	TOTAL:	US\$19,225.50

5. That by letter dated the 17<sup>th</sup> December 2001, the Plaintiffs herein advised the Defendant of its failure in satisfying the debt owed to the Plaintiffs and in a reply letter to the Plaintiffs dated the 20<sup>th</sup> December 2001 received by fax the Defendant indicated that a payment was forthcoming to be applied to its account with the Plaintiffs.
6. That no payments whatsoever have been made by the Defendant towards the outstanding



balance due to the Plaintiffs herein and the sum of US\$19,225.50 is still due and owing to the Plaintiffs herein by the Defendant.

AND THE PLAINTIFF claims:

1. the sum of CI\$19,225.50
2. Interest pursuant to section 34 of the Judicature Law (1995 Revision) at the statutory rate of 4-½% per annum as follows:
  - (i) on the sum of CI\$19,225.00 from the 26<sup>th</sup> September 2000 to the date hereof, namely, the 12<sup>th</sup> March 2002 (i.e. US\$2.37 x 538 days) in the amount of US\$1,275.06
  - (ii) on the sum of US\$19,225.50 from the 13<sup>th</sup> March 2002 to the date of Judgment against the Defendant herein and thereafter until payment of the said judgment sum at the said statutory rate per annum (i.e. US\$2.37 per day).


or

  - (iii) interest on such sum as is awarded to the Plaintiff from the 26<sup>th</sup> September 2000 continuing thereafter until payment of the judgment sum or at such other rate and for such other period as the Court may find just pursuant to the Judicature Law (1995 Revision) and the Judgment Debts (Rate of Interest) Rules 2001 or pursuant to the inherent jurisdiction of the Court.
3. Such further and other relief as this Honourable Court deems just in the circumstances.
4. Costs.

If within the time for returning the Acknowledgment of Service the Defendant pays the total amount claimed of US\$21,363.55 (including interest in the sum of US\$1,275.06 and costs in the sum of US\$862.99 (CI\$707.65)) further proceedings will be stayed. The money must be paid to the Plaintiffs and/or its Attorneys-at-Law.



Dated this 12<sup>th</sup> day of March 2002.

  
\_\_\_\_\_  
MYERS & ALBERGA  
Attorneys-at-Law for and on behalf of  
the Plaintiffs

TO:           The Clerk of the Court

AND TO:     The Defendant

This WRIT and STATEMENT OF CLAIM was issued and filed by Myers & Alberga, Attorneys-at-Law for and on behalf of the Plaintiff 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. 183 of 2002

BETWEEN: SEABOARD MARINE, LTD.

FIRST PLAINTIFF

BETWEEN: CAYMAN FREIGHT SHIPPING SERVICES, LTD. SECOND PLAINTIFF

AND: GENERAL WINDOWS & DOORS LTD. t/a  
GENERAL WINDOWS & DOORS

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

[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.*

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.*

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*

## 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.