

IN THE GRAND COURT OF THE CAYMAN ISLANDS

316 ✓

CAUSE NO: OF 2002

B E T W E E N:



ATLANTIC SUPPLY LTD



Plaintiff

AND

1. ROBERT BRENT GREENE (Trading as BRENT GREENE'S GARDENING)
2. BRIGITTE GREENE (Trading as BRENT GREENE'S GARDENING)

Defendants

WRIT OF SUMMONS

TO: Robert Brent Greene
Brigitte Greene
T/A Brent Greene's Gardening
PO Box 199 NS
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 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 495G, 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 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 1st day of May, 2002.

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. The Plaintiff is a corporation incorporated pursuant to the laws of the Cayman Islands and having a registered office at PO Box 2126 GT, Grand Cayman. The Plaintiff is the supplier of heavy equipment, related parts and services.
2. The First Defendant, Robert Brent Greene, is a partner in the business enterprise, "Brent Greene's Gardening", and is engaged in the business of gardening and landscaping with the Second Defendant, Brigitte Greene. The First Defendant is the spouse of the Second Defendant.
3. The Second Defendant, Brigitte Greene, is a partner in the business enterprise, "Brent Greene's Gardening", and is engaged in the business of gardening and landscaping with the First Defendant, Robert Brent Greene. The Second Defendant is the spouse of the First Defendant.
4. The First and Second Defendants together at all material times carried on business as a partnership in the business of gardening and landscaping with a view to a profit.
5. The partnership from time to time ordered goods, materials and services from the Plaintiff, the terms of such orders were as set out in invoices rendered contemporaneous with the order. The terms of the orders for materials and services were as follows:
 - a. The Defendants would order certain goods and materials as the partnership required and would identify such goods and services verbally to the Plaintiff.
 - b. The Plaintiff would deliver such goods and services and render an invoice at or near the time of such order.
 - c. The Defendants would promptly pay for all goods and services provided by the Plaintiff in accordance with the terms set out in the rendered invoices.
 - d. The Defendants would be charged and would pay interest on all unpaid accounts at 1.5 percent per month.

- e. All goods would remain the property of the Plaintiff until fully paid for.
6. The Plaintiff and Defendants operated under this arrangement from January 2000.
 7. From January 2000 through to Sept 2001 goods and services were ordered and provided by the Plaintiff for which payment was made within an acceptable time.
 8. From September 2001 until 28 January 2002 the Defendants ordered certain goods and services from the Plaintiff in accordance with the above stated terms for which the Defendants have refused to make payment. The total sum invoiced by the Plaintiff to the Defendants for each of these invoices was CI\$39,442.56. Attached as a schedule to this claim is a summary of the invoice number, date of invoice, amount of invoice and interest accruing on each invoice.
 9. The total principal and interest due as of the date of issuance of this claim (1 May 2002) is as follows:

Principal debt	CI\$39,442.56
Interest to 1 May 2002	CI\$3,537.67

10. The Plaintiff has made numerous requests of the Defendants for payment of the debt, but the Defendant has refused to pay the Plaintiff. As a result of the above the Plaintiff is entitled to the relief claimed herein.

AND THE PLAINTIFF claims from the Defendants as follows:

1. CI\$39,442.56, being principal sum due on invoices rendered in accordance with paragraph 7 & 8 herein;
2. Interest of CI\$3,537.67 as of 1 May 2002 at the rate of 1.5 percent per month in accordance with the agreement as pleaded in paragraph 5(d) & 8 herein;
3. Pre- and post-judgment interest in accordance with the agreement as pleaded in paragraph 5(d) & 8 of the claim herein;
4. Alternatively, pre- and post-judgment interest pursuant to the rates as established by the Judicature Law (1995 Revision) and Regulations and Rules thereto;
5. Costs on an indemnity, or, alternatively, standard basis as taxed;
6. Such further and other relief as this Honourable Court may deem appropriate.

Dated: 1 May 2002


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HUNTER & HUNTER

INDORSEMENT

The amount claimed in respect of the debt is CI\$39,442.56 as principal and CI\$3,537.67 as interest until the date of the issuance of the Writ of Summons for a total of CI\$42,980.23. The amount of the costs is CI\$1000.00 and the cost of issuing the Writ of Summons is CI\$ 442.42 (CI\$150.00 plus ad valorem calculation of 294.42). If, within the time for returning the acknowledgement of service, the defendant pays the plaintiff or its attorneys-at-law the total amount claimed in principal and interest, the fixed costs and the costs of issuing the Writ of Summons, further proceedings will be stayed. The money must be paid to the plaintiff or to its attorneys-at-law.

INTEREST INDORSEMENT

Pursuant to Order 6(2)(e)

1. Prescribed rate of interest during the entire period of the claim is 1.5 percent per month.
2. The date from which interest accrues is from the date of each invoice rendered as set out in the attached Schedule of Interest Calculation.
3. The total interest claimed as of the date of the issuance of the date of Writ of Summons is CI\$3,537.67.
4. The amount of interest accruing each day following the issuance of the Writ is CI\$ 19.45.

THIS WRIT was issued by Hunter & Hunter, Attorneys-at Law for the Plaintiff[s] whose address for service is that of its said Attorneys, namely 75 Fort Street, The Huntlaw Building, P.O. Box 190 GT, Grand Cayman, Cayman Islands (WAS/08414.002)

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.

Please complete overleaf

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CAUSE NO: OF 2002

B E T W E E N:

ATLANTIC SUPPLY LTD

Plaintiff

AND

1. ROBERT BRENT GREENE
2. BRIGITTE GREENE (Trading as BRENT GREENE'S
GARDENING)

Defendants

ACKNOWLEDGEMENT OF SERVICE
OF WRIT OF SUMMONS

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.

<p style="text-align: center;">Hunter & Hunter The Huntlaw Building 75 Fort Street PO Box 190 GT Grand Cayman Telephone: (345)949-4900 Telefax: (345)949-4901 Ref: WAS/08414.002</p>
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Indorsement by defendant's Attorney (or by defendant if suing in person) of his name, address and reference, if any, in the box below.

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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

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 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.