

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 440 of 2002

**BETWEEN:** SEABOARD MARINE, LTD. **FIRST PLAINTIFF**

**BETWEEN:** CAYMAN FREIGHT SHIPPING SERVICES, LTD. **SECOND PLAINTIFF**

**AND:** QUARRY PRODUCTS LTD. **DEFENDANT**

WRIT OF SUMMONS

TO: Quarry Products Ltd.  
 C/o A. Steve McField & Associates  
 P. O. Box 680  
 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 25 day of June, 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.
4. The Plaintiffs claim the sum of US\$38,762.82 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

7 <sup>th</sup> April, 2000	Freight as per bill of lading #SMLU GEO068A03721 and SML Invoice #966119	US\$2,908.00
16 <sup>th</sup> June 2000	Freight as per bill of lading #SMLU GEO002A05824 and SML Invoice #1002979	98.25
15 <sup>th</sup> September 2000	Freight as per bill of lading #SMLU GEO079A08902 and SML Invoice #1057767	184.10

6 <sup>th</sup> October 2000	Freight as per bill of lading #SMLU GEO013A09538 and SML Invoice #1068855	354.33
6 <sup>th</sup> October 2000	Freight as per bill of lading #SMLU GEO034A09538 and SML Invoice #1069516	194.46
13 <sup>th</sup> October 2000	Freight as per bill of lading #SMLU GEO029A09842 and SML Invoice #1073514	169.02
13 <sup>th</sup> October 2000	Freight as per bill of lading #SMLU GEO059A09342 and SML Invoice #1074213	72.55
27 <sup>th</sup> October 2000	Freight as per bill of lading #SMLU GEO008A10338 and SML Invoice #1081503	110.15
27 <sup>th</sup> October 2000	Freight as per bill of lading #SMLU GEO009A10338 and SML Invoice #1082823	331.23
3 <sup>rd</sup> November 2000	Freight as per bill of lading #SMLU GEO033A10305 and SML Invoice #1087162	1,606.67
17 <sup>th</sup> November 2000	Freight as per bill of lading #SMLU GEO026A10896 and SML Invoice #1096497	761.52



17 <sup>th</sup> November 2000	Freight as per bill of lading #SMLU GEO063A10896 and SML Invoice #1097312	2,578.00
18 <sup>th</sup> November 2000	Freight as per bill of lading #SMLU GEO006N11070 and SML Invoice #1097374	900.00
24 <sup>th</sup> November 2000	Freight as per bill of lading #SMLU GEO026A11113 and SML Invoice #1100470	189.70
1 <sup>st</sup> December 2000	Freight as per bill of lading #SMLU GEO025A11281 and SML Invoice #1105422	990.04
8 <sup>th</sup> December 2000	Freight as per bill of lading #SMLU GEO013A11574 and SML Invoice #1109531	70.75
8 <sup>th</sup> December 2000	Freight as per bill of lading #SMLU GEO034A11574 and SML Invoice #1110121	236.70
22 <sup>nd</sup> December 2000	Freight as per bill of lading #SMLU GEO007A11966 and SML Invoice #1118978	271.47
22 <sup>nd</sup> December 2000	Freight as per bill of lading #SMLU GEO047A11966 and SML Invoice	



	#1119205	306.70
12 <sup>th</sup> January 2001	Freight as per bill of lading #SMLU GEO019A12571 and SML Invoice #1127406	89.90
19 <sup>th</sup> January 2001	Freight as per bill of lading #SMLU GEO015A12827 and SML Invoice #1130213	2,578.00
19 <sup>th</sup> January 2001	Freight as per bill of lading #SMLU GEO031A12827 and SML Invoice #1131240	70.75
2 <sup>nd</sup> February 2001	Freight as per bill of lading #SMLU GEO025A13293 and SML Invoice #1139799	554.35
9 <sup>th</sup> February 2001	Freight as per bill of lading #SMLU GEO019A13416 and SML Invoice #1143824	128.95
16 <sup>th</sup> February 2001	Freight as per bill of lading #SMLU GEO021A13587 and SML Invoice #1148050	70.75
9 <sup>th</sup> March 2001	Freight as per bill of lading #SMLU GEO030A14218 and SML Invoice #1160004	78.25
23 <sup>rd</sup> March 2001	Freight as per bill of lading #SMLU	



	GEO003A14772 and SML Invoice #1166615	2,553.00
30 <sup>th</sup> March 2001	Freight as per bill of lading #SMLU GEO028A15074 and SML Invoice #1173114	78.25
17 <sup>th</sup> April 2001	Freight as per bill of lading #SMLU GEO002N15633 and SML Invoice #1182894	608.00
7 <sup>th</sup> May 2001	Freight as per bill of lading #SMLU GEO003N16304 and SML Invoice #1194537	1,211.23
18 <sup>th</sup> May 2001	Freight as per bill of lading #SMLU GEO002A16377 and SML Invoice #1199559	2,588.00
8 <sup>th</sup> June 2001	Freight as per bill of lading #SMLU GEO037A17211 and SML Invoice #1213145	197.44
18 <sup>th</sup> June 2001	Freight as per bill of lading #SMLU GEO001N17692 and SML Invoice #1219319	4,159.00
13 <sup>th</sup> July 2001	Freight as per bill of lading #SMLU GEO029A18268 and SML Invoice #1233632	452.47



20 <sup>th</sup> July 2001	Freight as per bill of lading #SMLU GEO002A18570 and SML Invoice #1236271	543.59
20 <sup>th</sup> July 2001	Freight as per bill of lading #SMLU GEO073A18570 and SML Invoice #1238788	2,588.00
27 <sup>th</sup> July 2001	Freight as per bill of lading #SMLU GEO027A18771 and SML Invoice #1241749	216.34
10 <sup>th</sup> August 2001	Freight as per bill of lading #SMLU GEO019A19081 and SML Invoice #1249329	124.97
7 <sup>th</sup> September 2001	Freight as per bill of lading #SMLU GEO023A20174 and SML Invoice #1264837	2,977.55
12 <sup>th</sup> October 2001	Freight as per bill of lading #SMLU GEO086A21399 and SML Invoice #1291702	3,779.75
26 <sup>th</sup> October 2001	Freight as per bill of lading #SMLU GEO022A22063 and SML Invoice #1299917	77.00
30 <sup>th</sup> November 2001	Freight as per bill of lading #SMLU GEO014A23221 and SML Invoice	



	#1327087	203.16
3 <sup>rd</sup> December 2001	Freight as per bill of lading #SMLU GEO005N23592 and SML Invoice #1329333	109.84
14 <sup>th</sup> December 2001	Freight as per bill of lading #SMLU GEO048A23896 and SML Invoice #1338992	280.86
4 <sup>th</sup> January 2002	Freight as per bill of lading #SMLU GEO016A24617 and SML Invoice #1351266	109.78

TOTAL: US\$38,762.82

5. The Plaintiffs herein have advised the Defendant on several occasions of its failure in satisfying the debt owed to the Plaintiffs and the Defendant has indicated on several occasions that 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\$38,762.82 is still due and owing to the Plaintiffs herein by the Defendant.

AND THE PLAINTIFF claims:

1. the sum of US\$38,762.82
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 US\$38,762.82 from the date hereof, namely, 25<sup>th</sup> June 2002 to the



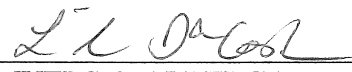
date of Judgment against the Defendant herein and thereafter from the date of judgment to the date of payment of the said judgment sum at the said statutory rate per annum (i.e. US\$4.78 per day).

Or alternatively,

- (ii) interest on such sum as is awarded to the Plaintiff from the date hereof, namely, 25<sup>th</sup> June 2002 and 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\$39,372.58 (including costs in the sum of US\$609.76 (CI\$500.00)) further proceedings will be stayed. The money must be paid to the Plaintiffs and/or its Attorneys-at-Law.

Dated this 25 day of June 2002.

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

TO: The Clerk of the Court

AND TO: The Defendant



IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 440 of 2002

BETWEEN: SEABOARD MARINE, LTD.

FIRST PLAINTIFF

BETWEEN: CAYMAN FREIGHT SHIPPING SERVICES, LTD. SECOND PLAINTIFF

AND: QUARRY PRODUCTS LTD.

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.