



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 issued unless renewed by order of the Court.

**IMPORTANT**

Directions for Acknowledgement of Services are given with the accompanying form.

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## STATEMENT OF CLAIM

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1. Pursuant to a contract (the "Agreement") dated May 5, 1997 between the Plaintiff and the Defendant, the Plaintiff's claim is for CI\$2614.90 being the price of diesel fuel sold and delivered to the Defendant by the Plaintiff between January 31, 1998 and March 31, 2001 for which the Defendant has failed and refused to pay the Plaintiff.
2. Under the Agreement the Plaintiff is also entitled 2% interest per month compounded upon unpaid invoices.

### PARTICULARS

Full particulars of the diesel fuel purchased were invoiced to the Defendant.

3. In addition to the principal sum, the Plaintiff claims interest pursuant to the Agreement, on the overdue sum at a rate of 2% per month on a compounding basis. The total interest as at July 31, 2002 is CI\$768.45.
4. The Plaintiff alternatively claims interest as prescribed by the Judicature Law (1995 Revision) and the Judgment Debts (Rates of Interest) Rules. The calculation of the yearly interest was prescribed

at a rate 8% from April 1, 2000 to May 31 2001, 6.25% from June 1, 2001 to November 30, 2001 and then a rate of 4.5% from December 1, 2001 to the present. The total interest as of August 12, 2002 amounts to CI\$198.92 increasing at a per diem rate of CI\$.32.

5. Alternatively, the Plaintiff claims interest at such rate and for such period as the Court thinks fit;

AND THE PLAINTIFF claims:

1. CI\$2,614.90 due under the Agreement;
2. Compounding interest under the Agreement at a rate of 2% per month amounting to a total interest of CI\$768.45 as of July 31, 2002;
3. Alternatively, pre-judgment and post judgment interest upon the said damages pursuant to the Judicature Law (1995 Revision) amounting to CI\$198.92 as at August 12, 2002 and increasing at a per diem rate of CI\$.32;
4. Alternatively, interest at such rate and for such period as the Court thinks fit;
5. Costs to be taxed if not agreed; and
6. Such further or other relief as the Court feels just.

Dated the 12<sup>th</sup> day of August 2002

Filed the            of August 2002



**BROADHURST DACOSTA**

Attorney-at-law for the Plaintiff

This Statement of Claim was filed by Broadhurst DaCosta Attorneys-at-law for the Plaintiff whose address for service is 40 Linwood Street, P.O. Box 2503, George Town, Grand Cayman, Cayman Islands, B.W.I.

### **INDORSEMENT**

The amount claimed in respect of the debt is CI\$2614.90 as principle and CI\$768.00 as interest as of July 31, 2002 for a total amount of CI\$3382.90. This amount is increasing at a monthly compounding rate of 2% per month. The amount of the fixed costs is CI\$250.00 and the costs of issuing the Writ of Summons is CI\$150.00. 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.

### **STATEMENT REGARDING INTEREST**

1. The rate of interest claimed under the Agreement is compounding at a rate of 2% per month;
2. The date from which the interest became payable was March 30, 2001;
3. The total interest claimed at the date of issue of the Writ of Summons is CI\$768.45 as of July 31,2001; and
4. The interest is compounding and thus the amount of interest accruing increases each day.

5. Alternatively, the prescribed rate of interest during the period of April 1, 2000 to May 31, 2001 is 8% and from June 1, 2001 to November 30, 2001 is 6.25% and then from December 1, 2001 to the present is 4.5% for a total of CI\$198.92 increasing at CI\$.32 per diem.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. \_\_\_\_\_ OF 2002

BETWEEN:

**HISMAR LIMITED**  
**(Trading as SAVANNAH TEXACO AND STAR MART)**

Plaintiff

- and -

**DELROY WELLINGTON**

Defendant

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**ACKNOWLEDGEMENT OF SERVICE  
OF WRIT OF SUMMONS**

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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.*

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1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.

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  2. State whether the Defendant intends to contest the proceedings (*tick appropriate box*)  
Yes [  ]                      No [  ]

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  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 [  ]
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Service of the Writ is acknowledged accordingly

(Signed) \_\_\_\_\_  
[Attorney] for  
Defendant in Person  
Address for Service:

Please see over leaf...

**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 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.

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

BROADHURST DACOSTA  
ATTORNEYS-AT-LAW  
40 LINWOOD STREET  
PO BOX 2503 GT  
GEORGE TOWN, GRAND CAYMAN  
CAYMAN ISLANDS, BWI

*Endorsement 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 ACKNOWLEDGEMENT OF SERVICE OF WRIT OF SUMMONS

1. The accompanying form of *Acknowledgement 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, PO 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 if acting in person).

If a Statement of Claim is endorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2). The defence must be served within fourteen (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 endorsed on the Writ, the defence need not be served until fourteen (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 judgement 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 fourteen (14) days after his Acknowledgement, 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 installments or otherwise.