



IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. *657* OF 2002

BETWEEN: **PHILIP MOELLER**

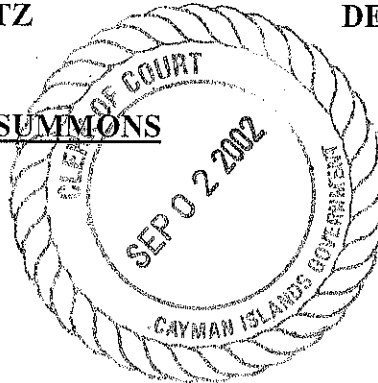
PLAINTIFF

AND: **GERHARD STIBSCHITZ**

DEFENDANT



WRIT OF SUMMONS



TO: **Gerhard Stibschitz
P.O. Box 30612SMB
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 of Summons on you, counting the day of service, you must either satisfy the claim or return to the Courts Office, P.O. Box 495, 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 Acknowledgement within the time stated, or if you return the Acknowledgement 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 *2nd* day of September, 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 Acknowledgment of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. The Plaintiff is a non-resident of the Cayman Islands.
2. The Defendant resides in the Cayman Islands and at all material times operated a business in the Islands known as Metra Ltd.
3. The Defendant had advertised a Biedermier wall clock ("the Clock") for sale on line at Ebay.com
4. On or about 15th November, 2000, the Plaintiff made contact with the Defendant and it was subsequently agreed that the Defendant would sell the Plaintiff the Clock for the amount of US\$6,300.00 payable in four monthly instalments.
5. Further, it was a term of the agreement that the Clock would be shipped to the Plaintiff upon payment of the final instalment.
6. In January, 2001, the Plaintiff made the last two instalments to the Defendant and in keeping with the terms of the agreement, the Defendant was to ship the Clock to the Plaintiff. However, up to 4th February, 2002, the Clock had not been shipped to the Plaintiff. The Plaintiff contacted the Defendant who assured the Plaintiff that he would receive his money back for the Clock.
7. By letter dated 18th June, 2002, the Plaintiff, through his attorneys-at-law, Messers. Charles Adams, Ritchie and Duckworth, demanded that the amount of US\$6,300.00 be paid to the Plaintiff as the Defendant rescinded on the agreement.
8. Notwithstanding the said demand, the Defendant has made no payment to the Plaintiff in settlement of this matter.

AND THE PLAINTIFF CLAIMS:

1. The sum of US\$6,300.00.
2. Pre and Post Judgment Interest pursuant to section 34 of the Judicature Law (1995 Revision) and the Judgment Debt (Rate of Interest) Rules, as amended.
3. Costs
4. Further and or other relief.

STATEMENT REGARDING INTEREST:

- i. The rate of Pre-Judgment Interest claimed is 8% per annum from 31st Janaury, 2001 up to 31st May, 2001, 6 ¼% per annum from 1st June, 2001 to 30th November, 2001, after which the Pre-Judgment Interest claimed is 4 ½ % totalling US\$502.72.
- ii. The date from which interest is calculated is the 31st January, 2001.
- iii. The interest accruing each day hereafter is US\$0.79.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of CI\$6,802.72 (excluding fixed costs of CI\$500.00 and filing fees of CI\$150.00) further proceedings will be stayed. The money must be paid to the Plaintiff.

Charles Adams Ritchie & Duckworth

CHARLES ADAMS, RITCHIE AND DUCKWORTH
Attorneys-at-Law for the Plaintiff herein

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. OF 2002

BETWEEN: PHILIP MOELLER PLAINTIFF

AND: GERHARD STIBSCHITZ DEFENDANT

ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS

Important. Read the accompanying direction 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:

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 is suing in person) of his name, address and reference, if any, in the box below.

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

Filed by Charles Adams, Ritchie & Duckworth, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service is that of its said Attorneys-at-Law, P.O. Box 709, Zephyr House, Mary Street, George Town, Grand Cayman, B.W.I.

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.