

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 809

OF 2002 ✓

BETWEEN:

**A.L. THOMPSON'S BUILDING SUPPLIES LTD.
(T/A A.L. THOMPSON'S HOME DEPOT)**

Plaintiff

- and -

**IVALEE SCOTT
(Trading as "Olson Construction" either alone
or in a partnership at will with her daughter and son-in-law)**

Defendant

WRIT OF SUMMONS

TO: Ivalee Scott
P.O. Box 126 North Side
Grand Cayman
Cayman Islands

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 495GT, 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 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 day of November, 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 firm trading in the supply of building materials to customers for reward.
2. At all material times the Defendant traded as “Olson Construction”, a building and contracting business. Alternatively there was a partnership at will between the Defendant and her son-in-law, Harry Olson and daughter, Beth Olson (now dissolved by reason of their deaths) likewise trading as “Olson Construction”. In either event, the Defendant is liable for the price of goods sold and delivered by the Plaintiff to the Defendant.
3. Between October 2000 and February 2001 and at the request of the Defendant the Plaintiff sold and delivered building materials to the Defendant in the total sum of CI\$43,064.49 for which the Defendant has failed and refused to pay either in whole or in part.
4. The Plaintiff further claims pre-judgment and post-judgment interest on the above amounts in accordance with the rates prescribed under the Judicature Law (1995 Revision) and the Judgment Debts (Rate of Interest) Rules. The total of said respective interest is presently CI\$4,001.35 increasing at a per diem rate of CI\$5.31.

AND the Plaintiff claims:

(1) CI\$ 43,064.49

(2) Interest pursuant to Section 34 of the Judicature Act (1995 Revision) in the amount of CI\$4,001.35, and increasing at a per diem rate of CI\$5.31

(3) Costs to be taxed if not agreed.

Dated: 1st November, 2002

Broadhurst DaCosta

BROADHURST DaCOSTA

Attorneys-at-Law for the Plaintiff

This Writ of Summons and Statement of Claim was issued by Broadhurst DaCosta Attorneys-at-Law for the Plaintiff, whose address for service is Broadhurst DaCosta, Attorney-at-Law, 40 Linwood Street, P.O. Box 2503, George Town, Grand Cayman, Cayman Islands, British West Indies.

INDORSEMENT

The amount claimed in respect of the debt or demand is CI\$43,064.49 as principal and CI\$4,001.35 as interest until the issue of the Writ of Summons for a total amount of CI\$47,065.84. The amount of the fixed costs is CI\$500.00 and the costs of issuing the Writ of Summons is CI\$150.00 plus the ad valorem fee of CI\$330.64. 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

- i. The date from which interest accrues is the 1st day of March 2001;
- ii. Pursuant to the Judicature Law (1995 Revision) and the Judgement Debts (Rates of Interest) Rules from the 1st of March 2001 to the 31st of May 2001 the applicable interest rate was 8%. This amounts to a total interest for that period of CI\$868.48;
- iii. Pursuant to the Judicature Law (1995 Revision) and the Judgement Debts (Rates of Interest) Rules from the 1st of June 2001 to the 30th of November 2001 the applicable interest rate was 6.25%. This amounts to a total interest for that period of CI\$1,348.71;
- iv. Pursuant to the Judicature Law (1995 Revision) and the Judgement Debts (Rates of Interest) Rules from the 1st December 2001 to the 1st of November 2002 is 4.5%. This amounts to a total interest for that period of CI\$1,784.16;
- v. The total interest claimed as of the issue of the Writ of Summons (1st of November 2002) is CI\$4,001.35;
- vi. The amount of interest accruing each day following the issue of the Writ is CI\$5.31.

**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 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 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.

Notes 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 fourteen (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 authorized to act on behalf of the Company, but the Company can take no further steps in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL HEALTH 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.

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Plaintiff

- and -

**IVALEE SCOTT
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Defendant

**ACKNOWLEDGEMENT 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 see 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 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, BRITISH WEST INDIES

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