

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 856 OF 2002

BETWEEN: LINDO MCGOWAN PLAINTIFF
AND: PATRICK CAMPBELL DEFENDANT

WRIT OF SUMMONS

To: Patrick Campbell
George Town
Grand Cayman

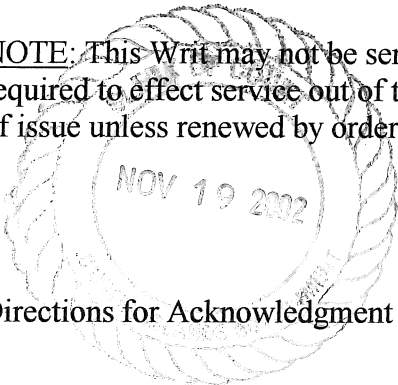
THIS WRIT OF SUMMONS has been issued against you by the above named Plaintiff in respect of the claim set out on the next page.

Within 14 days after service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Courts Office, P.O.Box 495, G.T., Grand Cayman 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 fail to 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 at George Town this 16th day of September, 2002.

NOTE: This Writ may not be served later than four (4) calendar months (or if leave is required to effect service out of the jurisdiction, six (6) months) beginning with the day of issue unless renewed by order of the Court.



IMPORTANT

Directions for Acknowledgment of Service are given with the accompanying form.



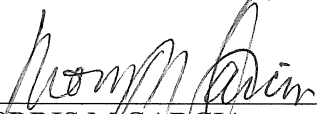
STATEMENT OF CLAIM

1. The Plaintiff is a boat captain residing in George Town, Grand Cayman.
2. The Defendant is a construction contractor living in Grand Cayman.
3. On or about August 12, 2001, the Plaintiff and the Defendant entered into an agreement ('the Agreement') regarding ,inter alia, the purchase, use and operation of a 50ft Navy launcher vessel.
4. The Plaintiff will rely on the Agreement at the hearing of this matter for its full terms, meaning and effect as is necessary.
5. It was an express term of the Agreement that the Plaintiff would borrow the sum of CI\$14,000.00 from a local bank for and on behalf of the Defendant to be applied towards the purchase price of the vessel.
6. It was further agreed that the Defendant would at the end of each month deposit the sum of CI\$314.97 into the Plaintiff's account at the lending bank to cover the monthly payments on the said loan.
7. The Plaintiff duly obtained the said loan and gave same to the Defendant for the purpose agreed. The Defendant made three payments into the Plaintiff's account and then stopped paying, thereby leaving loan unpaid and standing at a balance of CI\$11,240.24 as at September 16, 2002.
8. It was also a term of the said Agreement that the Defendant would pay to the Plaintiff the sum of CI\$8,000.00 for services rendered by him in making the vessel seaworthy and sailing it from California, USA to the Cayman Islands and a further sum of CI\$3,300.00 for the Plaintiff's out of pocket expenses, for a total sum of CI\$11,300.00
9. In breach of contract, the Defendant has failed to pay the said CI\$11,300.00 or any part thereof and the same remains due and owing to the Plaintiff.
10. In further breach of contract, the Defendant has failed to make the monthly payments as agreed of CI\$314.97 to the bank for the loan and is in arrears for 14 months for a total of CI\$4, 409.58
11. The Defendant is therefore indebted to the Plaintiff in the total sum of CI\$ 15, 709.58

WHEREFORE THE PLAINTIFF CLAIMS FROM THE DEFENDANT:-

1. The sum of CI\$15, 709.58
2. Pre-judgment interest pursuant to the Judicature Law.
3. Post-Judgment interest pursuant to the Judicature Law.
4. Costs
5. Further and/or other relief.

Dated this ^{16th} day of *September*, 2002.


MORRIS M GARCIA
ATTORNEY-AT-LAW

STATEMENT REGARDING INTEREST

- (i) The prescribed rate of interest throughout the relevant period is 6 1/4% per annum from September 1, 2001 to November 30, 2001 and 4 1/2% per annum from December 1, 2001 to September 16, 2002.
- (ii) The date from which interest is calculated is September 1, 2001.
- (iii) The total amount of interest claimed as at the date of the issue of the writ of summons is CI\$819.76
- (iv) The amount of interest accruing thereafter is CI\$7.03 per day.

The amount claimed is CI\$15, 709.58 as principal and CI\$819.76 as interest to the date of issue of the writ of summons for a total of CI\$16,529.34. The amount of the fixed costs is CI\$500.00 and the cost of filing and serving the Writ is CI\$240.10. If, within the time fixed for returning the Acknowledgment of Service, the Defendant pays to the Plaintiff or his attorney-at-law the total amount claimed of **CI\$17, 269.44** in principal and interest, the fixed costs and the costs of filing and serving the Writ of Summons, further proceedings will be stayed. The money must be paid to the Plaintiff or his attorney-at-law

THIS WRIT was issued by Morris M Garcia, attorney-at-law for the Plaintiff whose address for service is that of his said attorney, Suite #2, Nevlaw Building P.O.Box 1185, G.T., Grand Cayman, Cayman Islands.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 856 OF 2002

BETWEEN: LINDO MCGOWAN PLAINTIFF
AND: PATRICK CAMPBELL DEFENDANT

ACKNOWLEDGMENT OF SERVICE OF THE 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 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 sum, 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 _____ no

PLEASE COMPLETE OVERLEAF

Service of the Writ is acknowledged accordingly.

(Signed) _____

[Attorney] for:

[Defendant in person]

Address for service:

Notes on address for service

Attorneys: 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 acting in person) of his name, address and reference, if any, in the box below:

Morris M Garcia
Attorney-at-law
P.O.Box 1185GT
Grand Cayman

Indorsement by defendant's attorney (or by defendant if acting in person) of his name, address and reference, if any, in the box below.

Filed by Morris M Garcia, Suite #2, Nevlaw Building, Grand Cayman, attorney-at-law for the Plaintiff.

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 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 acting in person).

If a Statement of Claim is endorsed on the Writ (ie. 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 a Statement of Claim is not endorsed 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 affidavit of his means. The affidavit should state any offer which the defendant desires to make for the payment of the money by installments or otherwise.

See over for notes for guidance

Please complete overleaf

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 a 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.