

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 219 OF 2003

BETWEEN:

MILDRED JAGDEO

PLAINTIFF

AND:

ANDREA CALDERON

DEFENDANT

WRIT OF SUMMONS

To: Andrea Calderon
Lower Valley
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 31 day of MARCH 2003.

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 resides in British Columbia, Canada and was at all material times a resident of the Cayman Islands.
2. The Defendant lives in the Lower Valley area of Grand Cayman.
3. On or about July 9, 2001, the Plaintiff and the Defendant entered into an agreement (' the Agreement') whereby the Defendant agreed to purchase from the Plaintiff 'as is' several items of household furniture as well as a motor vehicle at the total reduced price of CI\$7,000.00
4. The particulars and prices of the said items are as follows:

Item	Price
1 large white cabinet	CI\$1,050.00
1 small white hutch	590.00
1 glass hutch	860.00
1 mobile cabinet	900.00
1 table & 6 chairs	400.00
1 sofa 2pc sectional	800.00
1 white chest drawers	275.00
1 white desk	125.00
2 twin beds	400.00
1 head board	100.00
1 Island Cruiser	1, 500.00
Total	CI\$ 7, 000.00.

5. That it was a 'leaving island' sale on the part of the Plaintiff following the sudden death of her husband who was at the time contracted to the Cayman Islands Government.
6. The Plaintiff will rely on the Agreement at the hearing of this action for its full terms, meaning and effect as is necessary.
7. It was an express term of the Agreement that the above total purchase price would be paid to or on behalf of the Plaintiff at the rate of CI\$500.00 for fourteen consecutive months.
8. It was a further express term of the Agreement that the Defendant would be solely responsible for any court proceedings arising from any default in payment on her part.

9. That since the date of the Agreement, the Defendant has defaulted in her monthly payments, the last payment made being in or around April, 2002.

10. The Defendant has to date only made a total payment of CI\$900.00 as follows:

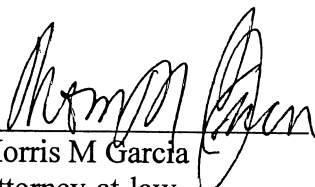
Date	Amount Paid
September 3, 2001	CI\$500.00
January 7, 2002	200.00
April 15, 2002	200.00
Total payments	CI\$900.00

10. That despite repeated demands by the Plaintiff and/or her agents for the Defendant to complete her payment of the purchase price of the said items, the defendant has failed/refused to do so in breach of contract and the sum of CI\$6, 100.00 remains due and owing to the Plaintiff.

WHEREFORE THE PLAINTIFF CLAIMS FROM THE DEFENDANT

1. The said sum of CI\$6, 100.00
2. Pre- and Post Judgment Interest pursuant to contract or in the alternative under the Judicature Law
3. Costs
4. Such further and/or other relief as to this Court seems just.

Dated this 31 day of MARCH 2003


Morris M Garcia
Attorney-at-law

STATEMENT REGARDING INTEREST

- (i) The prescribed rate of interest throughout the relevant period is 4 1/2% per annum.
- (ii) The date from which interest is calculated is June 30, 2002.
- (iii) The total amount of interest claimed as at the date of the issue of the writ of summons is CI\$205.92
- (iv) The amount of interest accruing thereafter is CI\$1.14 per day.

The amount claimed is CI\$6, 100.00 as principal and CI\$205.92 as interest to the date of issue of the writ of summons for a total of CI\$6,305.92. The amount of the fixed costs is CI\$500.00 and the cost of filing and serving the Writ is CI\$180.00. 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\$6, 985.92** 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 her attorney-at-law.

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

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

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 219 OF 2003

BETWEEN: MILDRED JAGDEO PLAINTIFF
AND: ANDREA CALDERON 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

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.

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.