

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE No. <sup>225</sup> of 2003

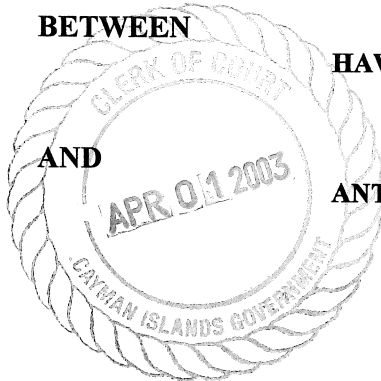
BETWEEN

HAWKINS & HAWKINS INVESTMENTS LIMITED PLAINTIFF

AND

ANTHONY PACHECO

DEFENDANT



WRIT OF SUMMONS



TO: Mr. Anthony Pacheco  
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 attached 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 495 George Town, 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 without stating that you intend to contest these proceedings, the Plaintiff may proceed the action and Judgment may be entered against you forthwith without further notice.

Issued this            day of APRIL 2003.

**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 herein, unless renewed by the order of the Court.

**IMPORTANT:** Directions for Acknowledgment of Service are given with this form.

## STATEMENT OF CLAIM

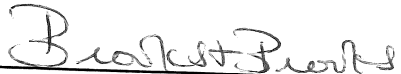
1. The Plaintiff is a company incorporated under the Laws of the Cayman Islands and having its registered offices at P.O Box 1992 George Town, Grand Cayman.
2. The Defendant Anthony Pacheco is an individual residing in Grand Cayman, Cayman Islands.
3. That the Plaintiff and the Defendant made a Promissory Note dated February 2000 for payment by the Defendant of the sum of \$ 12, 283.75 to the Plaintiff in installments of the sum of \$ 1500 every two months due on the 28<sup>th</sup> day of each and every month, beginning 28<sup>th</sup> February 2000.
4. That the agreement also provided that should default be made in the payment of any of the said installments, then the defendant is liable to pay to the Plaintiff, the whole balance then unpaid, with interest at 15 % per annum.
5. That by the terms of the said agreement, the Defendant was also obliged to pay all costs and expenses incurred by the Plaintiff, including legal fees relating to the default by the Defendant, or in connection with the recovery of the monies due to the Plaintiff.
6. That to date, the Defendant has only paid sums totalling Seven Thousand Three Hundred Seventy Seven Dollars Fifty Three cents (\$ 7,377.53), on divers dates, with the last payment of Twelve Dollars( \$12 ) being made on 2002 July 28.
7. Despite repeated demands to pay the outstanding sums due, and despite repeated promises to pay the Defendant, no further payments under the said note have been made to date.
8. As at 2003 March 21, the principal outstanding is \$ 8,841.83 with outstanding interest in the sum of \$290.40, totaling Nine Thousand One Hundred Thirty Two Dollars Twenty Three Cents (\$9,132.23 ).
9. Accordingly, the sum due to the Plaintiff is \$ 9,132.23 plus interest, plus costs.

### **AND THE PLAINTIFF THEREFORE CLAIMS:**

1. The sum of \$ 9,132.23 as at 2003 March 21.
2. Interest at 15 % per annum from 2003 March 21 to the date of payment.
3. Costs.

4. Alternatively, costs and interest as provided for in the Law.
5. Any further or other relief as this Honourable Court deems just.

Dated this                      day of    2003.

  
**BROOKS & BROOKS**  
Attorneys-at-Law for the Plaintiff

This Writ of Summons and Statement of Claim was filed by Brooks & Brooks, Attorneys-at-Law for the Plaintiff whose address for service is One Artillery Court, Shedden Road, George Town, Grand Cayman.



**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 495G, George Town, Grand Cayman.

2. A Defendant who states in his Acknowledgment 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 indorsed on the Writ (i.e., 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 the Statement of Claim is not indorsed 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 an Affidavit of his means. The Affidavit should state any offer which the Defendant desires to make for payment of the money by instalments 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 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 of 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 his 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.

**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.

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

**Brooks & Brooks  
Attorneys-at-Law  
One Artillery Court  
Shedden Road  
George Town  
Grand Cayman**

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

[Empty box for Defendant's Attorney indorsement]