

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 259 OF 2003

BETWEEN:



SCOTT DEVELOPMENT CO. LTD.

Plaintiff

AND



VANESSA HUNTER

Defendant

WRIT OF SUMMONS

TO: Miss Vanessa Hunter
P.O. Box 10 SPO
Cayman Brac, 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 495G, 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: 10th 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 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 company incorporated pursuant to the laws of the Cayman Islands and carries on business in Cayman Brac as a provider of quarry products, cement, and other building materials.
2. The Defendant, Miss Vanessa Hunter, is a resident of the Cayman Islands.
3. The Plaintiff and Defendant entered into verbal agreement whereby the Plaintiff would provide certain products to the Defendant and the Defendant would honour all invoices rendered by the Plaintiff in relation to the purchase of building materials, to be used in the construction of the Defendant's private residence.
4. The Plaintiff did supply the requested materials and rendered the following invoices:

Invoice Date	Invoice Number	Amount in CI\$
Previous Balance		
29 th April 2002	#13277	14,028.17
27 th May 2002	Cash	300.00
18 th June 2002	#13444	3,080.00
19 th June 2002	#13448	705.60
20 th June 2002	#13450	246.00
20 th June 2002	#13456	1,129.60
Balance Due		CI\$18, 889.37

5. Invoices were due 30 days following rendering and, accordingly, interest is claimed on each unpaid invoice from 30 days of the rendering of each invoice. Interest to date, therefore, totals CI\$721.05, calculated as set out in the Interest Schedule of this Statement of Claim
6. The Defendant has refused or otherwise failed to pay the invoices as rendered. The said refusal or failure to pay the invoices is a breach of the pleaded agreement.
7. As of the date of the issuance of this claim, the principal sum of CI\$18,889.37, exclusive of costs and interest, remains due and owing by the Defendant to the Plaintiff for services and invoices rendered under the said agreement.
8. In addition to the principal sum due as set about above, the Plaintiff is entitled to interest on each invoice from the date of rendering same, the rate of interest being that as established pursuant to the Judicature Law (1995 Revision).

9. Numerous requests have been made of the Defendant to make payment on the due sum but the Defendant has not made payment.

AND THE PLAINTIFF CLAIMS:

1. CI\$18,889.37 principal on the above pleaded unpaid accounts;
2. Pre-judgment and post-judgment interest upon the said damages pursuant to the Judicature Law (1995 Revision) and the Judgment Debts (Rates of Interest) Rules as prescribed from time to time; and
3. Costs as taxed.

Dated: 10th April 203



Hunter & Hunter
Attorneys-at-Law for the Plaintiff

INDORSEMENT

The amount claimed in respect of the debt or demand is CI\$18,889.37 as principal and CI\$721.05 as interest until the issue of the Writ of Summons for a total amount of CI\$19,610.42. The additional cost of issuing the Writ of Summons is US\$291.33 (CI\$238.89) (CI\$150.00 fixed costs + ad valorem calculation of CI\$88.89). 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, 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 prescribed rate of interest during the period from 29th May 2002 to present was 4.5% percent per year;
- ii. The date from which interest accrues is from 30 days of the date of each invoice rendered as set out in the interest schedule to this claim;
- iii. The total interest claimed as at the date of the issue of the writ of summons is CI\$721.05. The amount of interest accruing each day following the issue of the writ is CI\$2.33.

INTEREST SCHEDULE

Date	Invoice No.	Amount Due	Interest due from	No. Days	Amount of Interest Due
29 th April 02	#13277	13,728.17	29 th May 02	315	533.14
18 th June 02	#13444	3,080.00	18 th July 02	296	112.39
19 th June 22	#13448	705.60	19 th July 22	295	25.66
20 th June 02	#13450	246.00	20 th July 02	294	8.92
20 th June 02	#13456	1,129.60	20 th July 02	294	40.94
			Total		\$721.05

THIS WRIT OF SUMMONS was issued by Hunter & Hunter, the attorneys-at-law for the Plaintiff, whose address for service is P.O. Box 190GT, George Town, Grand Cayman, Cayman Islands, British West Indies. (WAS/08816.002)

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, P.O. Box 495 GT, 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 indorsed on the Writ (i.e. the words of "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 Acknowledgement of Service, that he intends to apply for a stay, execution will be stayed for 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 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 Acknowledgement 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.

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CAUSE NO: ²⁵⁹ OF 2003

B E T W E E N:

SCOTT DEVELOPMENT CO. LTD]

Plaintiff

AND

VANESSA HUNTER

Defendant

ACKNOWLEDGMENT 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.

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1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged:
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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

Attorneys for [Defendant]

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

Hunter & Hunter
Attorneys-at-Law
The Huntlaw Building
75 Fort Street
P.O. Box 190 GT
George Town
Grand Cayman
Ref: WAS/08816.001

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

