

IN THE GRAND COURT OF THE CAYMAN ISLAND

CAUSE NO. 287 of 2003

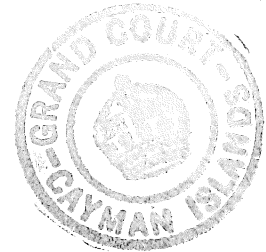
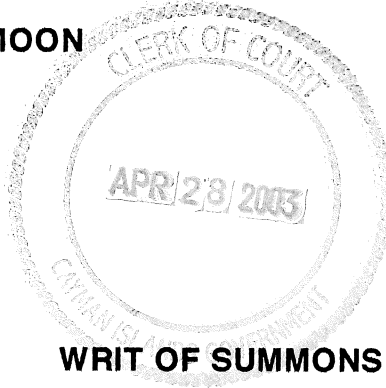
**BETWEEN: CHRISTINE PANTON**

**PLAINTIFF**

**AND; KIM RAMOON**

**DEFENDANT**

TO; Mr Kim Ramoon  
c/o Uniform Support Group  
Central Police Station  
George Town  
Grand Cayman



**WRIT OF SUMMONS**

**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 495 G, 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 Acknowledgement without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and Judgement may be entered against you forthwith without further notice.

Issued this 28<sup>th</sup> day of April, 2003

**NOTE:** This Writ may not be served later than 4 calendar months beginning with the date of the issue unless renewed by Order of the Court.

**IMPORTANT**

Directions for Acknowledgement of Service are given with the accompanying form

## STATEMENT OF CLAIM

1 The Plaintiff is a resident of Savannah, Grand Cayman and at the material time he operated a hairdressing business known as T C's Beauty Salon from premises located at Block 14D Parcel 284.

2 The Defendant, is also a resident of Grand Cayman and at the material time, was and continues to be the owner of the property located at Block 14D Parcel 284 from which the Defendant operated his business.

3 Sometime in or about March, 2002, the exact date of which the Plaintiff cannot now recall, the Plaintiff and the Defendant entered into a verbal agreement whereby the Defendant was to carry out his Beauty Saloon business from her premises and in return he would pay rent to the Plaintiff in the amount of CI\$1,800.00 per month.

4 In breach of the said Agreement the Defendant has not paid the said rent for some time and as of 2nd April, 2003 an amount of CI\$7,000.00 was outstanding, which amount includes legal fees to that date of CI\$400.00 which were agreed to by the Defendant.

5 As a result of the breach of the verbal agreement the Plaintiff made several demands on the Defendant for payment of the outstanding amount. As a result of these demands the Plaintiff signed various promises to pay but has not made any payment.

6 On or about 2nd April, 2003 the Defendant attended the offices of Brooks & Brooks and signed a Promissory Note agreeing to pay off the said amount at a rate of CI\$400.00 per month initially and as from 4th June, 2003 to increase the said payments to CI\$800.00 per month until the total amount outstanding had been paid off. The agreed rate of interest to be charged on the reducing balance was 8% per annum and the payments were to commence as from 7th April, 2003 which the Defendant later changed to 9th April, 2003. Despite this change however, the Defendant has still not made any payments on the said account. The Plaintiff will rely on the terms and conditions of the said Promissory Note for their full terms and legal effect.

### WHEREFORE THE PLAINTIFF CLAIMS

- (a) The principal amount of CI\$7,000.00.
- (b) Interest at the rate of 8% per annum.
- (g) Costs.

Dated this 28<sup>th</sup> day of April, 2003

*Brooks & Brooks*  
**BROOKS & BROOKS**  
 Attorneys At Law for the Plaintiff

To: The Clerk of the Courts  
 And To: The Defendant

**THIS WRIT OF SUMMONS** was filed by Brooks & Brooks Attorneys At Law for and on behalf of the Plaintiff herein whose address for service is that of her said Attorneys At Law One, Artillery Court, P O Box 1355GT GRAND CAYMAN

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 287 of 2003

BETWEEN: CHRISTINE PANTON PLAINTIFF  
AND; KIM RAMOON 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 judgement 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

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 judgement entered by the Plaintiff( Please tick box)

Yes

No

Service of Writ is acknowledged accordingly

Signed \_\_\_\_\_

Please complete overleaf

(Attorney) for

(Defendant in Person)

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 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 the Plaintiff's Attorney (or by the plaintiff if suing in person) of his name, address and residence, if any in the box below

**Brooks & Brooks  
Attorneys At Law  
P O Box 1355 GT  
GRAND CAYMAN**

**(One, Artillery Court, George Town, Grand Cayman)**

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