

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 309 OF 2003

BETWEEN LEMMIE'S TRUCKING SERVICES LTD. PLAINTIFF  
AND CAYMAN FLOORING SPECIALISTS DEFENDANT

SPECIALLY ENDORSED WRIT OF SUMMONS

TO: CAYMAN FLOORING SPECIALISTS  
Crewe Road  
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 Court Office, P.O. Box 495G, George Town, Grand Cayman, the accompanying Acknowledgement of Service, stating therein whether you intend to contest these proceedings.

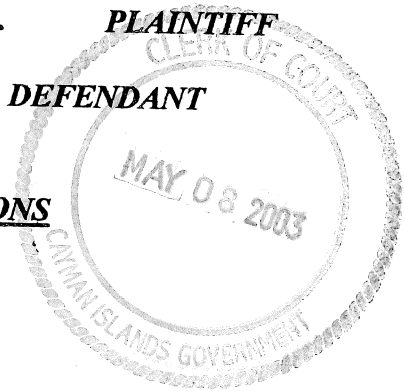
*If you fail to satisfy the claim or return the Acknowledgement within the time stated, or if you return the Acknowledgement without stating therein an intention to contest the proceedings the Plaintiff may proceed with the action and judgement may be entered against you forthwith without further notice.*

Issued this      day of                      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 Acknowledgement of Service are given with the accompanying form.



### STATEMENT OF CLAIM

1. The Plaintiff was at all material times a Limited Liability Company engaged in the business of transporting goods in the Cayman Islands on behalf of contracted customers for a fee consideration.
2. The Defendant at all material times contracted with the Plaintiff for the Plaintiff to transport in the Cayman Islands various goods of the Plaintiff's trade between May 29, 2001 and 13<sup>th</sup> January 2003.
3. That it was a term of the said contract that the Defendant would pay to the Plaintiff the associated costs in so transporting the Plaintiff's goods.
4. That the Plaintiff duly transported the goods on behalf of the Defendant and in accordance with the agreement between the parties presented its Invoices for payment to the Defendant on or about the 29<sup>th</sup> day of May 2001, 4<sup>th</sup> September 2001, 18<sup>th</sup> September 2001, 18<sup>th</sup> October 2001, 5<sup>th</sup> November 2001, 13<sup>th</sup> November 2001, 14<sup>th</sup> January 2002, 18<sup>th</sup> February 2002, 6<sup>th</sup> March 2002, 27<sup>th</sup> March 2002, 18<sup>th</sup> April 2002, 1<sup>st</sup> May 2002, 8<sup>th</sup> May 2002, 30<sup>th</sup> May 2002, 31<sup>st</sup> May 2002, 10<sup>th</sup> June 2002, 18<sup>th</sup> June 2002, 10<sup>th</sup> July 2002, 24<sup>th</sup> July 2002, 9<sup>th</sup> August 2002, 15<sup>th</sup> August 2002, 20<sup>th</sup> August 2002, 22<sup>nd</sup> August 2002, 30<sup>th</sup> August 2002, 18<sup>th</sup> September 2002, 3<sup>rd</sup> October 2002, 16<sup>th</sup> October 2002, 24<sup>th</sup> October 2002, 14<sup>th</sup> November 2002, 10<sup>th</sup> January 2003 and the 13<sup>th</sup> January 2003. The said Invoices totalled CI\$2,675.00.
5. That it was a term of the contract between the parties that interest of 12% per annum would be added to any sum outstanding.
6. That despite demands from and on behalf of the Plaintiff to the Defendant the said outstanding sum has not been paid and remains due and outstanding.
7. That as a result of the Defendant's breach the Plaintiff has sustained loss and damage.

#### Particulars

13 <sup>th</sup> January 2003	Principal due	CI\$2,675.00
	Interest thereon at 12% per annum to date of writ	<u>CI\$ 268.53</u>
	Amount Due	CI\$2,943.53

### STATEMENT REGARDING INTEREST

1. The agreed rate of interest from is 12% per annum.
2. The amount of interest accruing each day following the issue of this Writ is CI\$.88.

3. The amount of interest accruing prior to the issue of the Writ is CI\$268.53.

**SCHEDULE OF INTEREST CALCULATED**

1. Interest on CI\$80.00 @12% pa. from 18<sup>th</sup> September 2001 to 25<sup>th</sup> April 2003 = CI\$80.00 x .1200 x 585/365 = **CI\$15.38**
2. Interest on CI\$80.00 @12%pa from 18<sup>th</sup> October 2001 to 25<sup>th</sup> April 2003 = CI\$80.00 x .1200 x 554/365 = **CI\$14.57**
3. Interest on CI\$80.00 @12%pa from 5<sup>th</sup> November 2001 to 25<sup>th</sup> April 2003 = CI\$80.00 x .1200 x 536/365 = **CI\$14.10**
4. Interest on CI\$80.00 @12% pa. from 13<sup>th</sup> November 2001 to 25<sup>th</sup> April 2003 = CI\$80.00 x .1200 x 524/365 = **CI\$13.78**
5. Interest on CI\$80.00 @ 12% pa. From 14<sup>th</sup> January 2002 to 25<sup>th</sup> April 2003 = CI\$80.00 x .1200 x 466/365 = **CI\$12.56**.
6. Interest on CI\$80.00 @ 12% pa. From 18<sup>th</sup> February 2002 to 25<sup>th</sup> April 2003 = CI\$80.00 x .1200 x 431/365 = **CI\$11.36**
7. Interest on CI\$80.00 @ 12%pa. From 6<sup>th</sup> March 2002 to 25<sup>th</sup> April 2003 = CI\$80.00 x .1200 x 415/365 = **CI\$10.91**.
8. Interest on CI\$80.00 @ 12%pa from 27<sup>th</sup> March 2002 to 25<sup>th</sup> April 2003 = CI\$80.00 x .1200 x 394/365 = **CI\$10.36**
9. Interest on CI\$80.00 @ 12% pa. from 18<sup>th</sup> April 2002 to 25<sup>th</sup> April 2003 = CI\$80.00 x .1200 x 372/365 = **CI\$9.78**
10. Interest on CI\$100.00 @12% pa from 1<sup>st</sup> May 2002 to 25<sup>th</sup> April 2003 = CI\$100.00 x .1200 x 359/365 = **CI\$11.80**
11. Interest on CI\$100.00 @ 12% pa. from 8<sup>th</sup> May 2002 to 25<sup>th</sup> April 2003 = CI\$100.00 x .1200 x 358/365 = **CI\$8.48**
12. Interest on CI\$50.00 @ 12% pa. from 30<sup>th</sup> May 2002 to 25<sup>th</sup> April 2003 = CI\$50.00 x .1200 x 337/365 = **CI\$5.54**.
13. Interest on CI\$50.00 @ 12% pa from 31<sup>st</sup> May 2002 to 25<sup>th</sup> April 2003 = CI\$50.00 x .1200 x 336/365 = **CI\$5.52**
14. Interest on CI\$80.00 @ 12% pa. from 10<sup>th</sup> June 2002 to 25<sup>th</sup> April 2003 = CI\$80.00 x 326/365 = **CI\$8.57**
15. Interest on CI\$100.00 @ 12% pa. from 18<sup>th</sup> June 2002 to 25<sup>th</sup> April 2003 = CI\$100.00 x .1200 x 318/365 = **CI\$10.45**
16. Interest on CI\$50.00 @ 12% pa. from 10<sup>th</sup> July 2002 to 25<sup>th</sup> April 2003 = CI\$50.00 x .1200 x 296/365 = **CI\$4.86**
17. Interest on CI\$80.00 @ 12% pa. from 24<sup>th</sup> July 2002 to 25<sup>th</sup> April 2003 = CI\$80.00 x .1200 x 282/365 = **CI\$7.41**
18. Interest on CI\$160.00 @ 12% pa. from 9<sup>th</sup> August 2002 to 25<sup>th</sup> April 2003 = CI\$160.00 x .1200 x 266/365 = **CI\$14.00**
19. Interest on CI\$175.00 @ 12% pa. from 15<sup>th</sup> August 2002 to 25<sup>th</sup> April 2003 = CI\$175.00 x .1200 x 260/365 = **CI\$14.95**
20. Interest on C\$80.00 @ 12% pa. from 20<sup>th</sup> August 2002 to 25<sup>th</sup> April 2003 = CI\$80.00 x .1200 x 255/365 = **CI\$6.70**.




21. Interest on CI\$80.00 @ 12% pa. from 22<sup>nd</sup> August 2002 to 25<sup>th</sup> April 2003 =  $CI\$80.00 \times .1200 \times 253/365 = \underline{CI\$6.65}$
22. Interest on CI\$130.00 @ 12% pa. from 30<sup>th</sup> August 2002 to 25<sup>th</sup> April 2003 =  $CI\$80.000 \times .1200 \times 245/365 = \underline{CI\$10.47}$
23. Interest on CI\$80.000 @ 12% pa. from 18<sup>th</sup> September 2002 to 25<sup>th</sup> April 2003 =  $CI\$80.00 \times .1200 \times 226/365 = \underline{CI\$5.94}$
24. Interest on CI\$80.00 @ 12%pa. from 3<sup>rd</sup> October 2002 to 25<sup>th</sup> April 2003 =  $CI\$80.00 \times .1200 \times 211/365 = \underline{CI\$5.54}$
25. Interest on CI\$80.00 @ 12%pa. from 16<sup>th</sup> October 2002 to 25<sup>th</sup> April 2003 =  $CI\$80.00 \times .1200 \times 198/365 = \underline{CI\$5.20}$
26. Interest on CI\$80.00 @ 12%pa. from 24<sup>th</sup> October 2002 to 25<sup>th</sup> April 2003 =  $CI\$80.00 \times .1200 \times 190/365 = \underline{CI\$5.00}$
27. Interest on CI\$240.00 @ 12%pa. from 14<sup>th</sup> November 2002 to 25<sup>th</sup> April 2003 =  $CI\$240.00 \times .1200 \times 170/365 = \underline{CI\$13.41}$
28. Interest on CI\$80.00 @ 12%pa. from 10<sup>th</sup> January 2003 to 25<sup>th</sup> April 2003 =  $CI\$80.00 \times .1200 \times 105/365 = \underline{CI\$2.76}$
29. Interest on CI\$80.00 @ 12%pa. from 13<sup>th</sup> January 2003 to 25<sup>th</sup> April 2003 =  $CI\$80.00 \times .1200 \times 102/365 = \underline{CI\$2.68}$

**AND THE PLAINTIFF CLAIMS:**

1. The said sum of CI\$2,943.53
2. Interest on the principal in arrears at the contractual rate of 12% per annum until payment or Judgment.
3. Costs.

If, within the time for returning the Acknowledgement of Service, the Defendants pay the total amount claimed of \$3,373.53, including interest and costs, further proceedings will be stayed. The money must be paid to the Plaintiff or his Attorneys-at-Law.

Dated this 25<sup>th</sup> day of April 2003



Samson Murray Jackson  
Plaintiff's Attorneys-at-Law

THIS WRIT was issued by Samson Murray Jackson, Attorneys-at-Law for and on behalf of the Plaintiff whose address for service is that of their said Attorneys-at-Law, The Ground Floor (West Wing) Sigma Building, 93 Hospital Road, George Town, Grand Cayman.



Acknowledgment of service of writ of summons (O.12, r.3)

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 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. 309 OF 2003

BETWEEN LEMMIE'S TRUCKING SERVICES LTD. PLAINTIFF  
AND CAYMAN FLOORING SPECIALISTS 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 name of the Defendant by whom or on whose behalf the service of this Writ is being acknowledged.

2. State whether the Defendant intends to contest the proceedings (tick the 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 judgement entered by the Plaintiff (tick box).

yes

Service of the Writ is acknowledged accordingly

(Signed).....

[Attorney] for

[Defendant in person]

Address for service:

*Please complete overleaf*



***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 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 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:***

SAMSON MURRAY JACKSON  
Attorneys-at-Law  
The Ground Floor (West Wing)  
Sigma Building  
93 Hospital Road  
George Town  
Grand Cayman  
PO Box 10067APO

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

[Empty box for Defendant's Attorney indorsement]

