

Writ of Summons (O.6, r.1)

IN THE GRAND COURT OF THE CAYMAN ISLAND
HOLDEN AT GEORGE TOWN, GRAND CAYMAN

CAUSE NO. 372 OF 1996

BETWEEN
AND:

MS. PHYLLIS MOXAM
MR. DICKIE BROWN

- PLAINTIFF
- DEFENDANTS

WRIT OF SUMMONS

TO: Dickie Brown c/o Giglioli & Co., Attorney-At-Law, PO Box 1316 GT, Grand Cayman, Cayman Islands, BWI.

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 Acknowledgment of Service stating therein whether you intend to contest these proceedings.

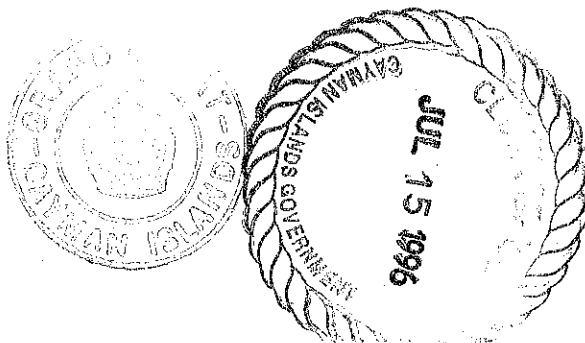
If you fail to satisfy the claim or to return the Acknowledgment within the time stated, or if you return the Acknowledgment without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this day of July 1996.

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.

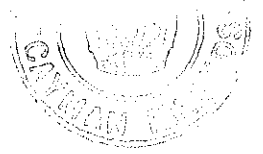


STATEMENT OF CLAIM

(Please see Statement of Claim attached hereto)

THIS WRIT was issued by Clyde H. Allen BSc whose address for service is Brooks & Brooks, Attorneys-At-Law, PO Box 1355, Grand Cayman, British West Indies

IN THE GRAND COURT OF THE CAYMAN ISLAND
HOLDEN AT GEORGE TOWN, GRAND CAYMAN



CAUSE NO. 372 OF 1996

BETWEEN
AND:

MS. PHYLLIS MOXAM
MR. DICKIE BROWN

- PLAINTIFF
- DEFENDANTS

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.

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 a 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

(Signed).....

[Attorney] for

[Defendant in person]

Address for service:

Please complete overleaf

Notes on address for service

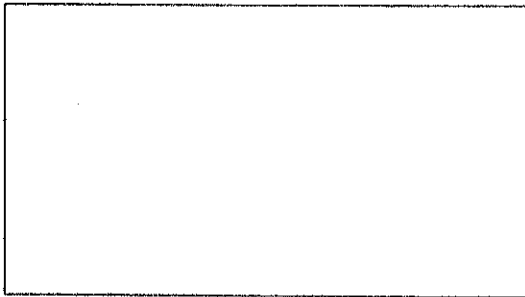
Attorney: where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

Defendant in person: where the Defendant is acting in person, he must give his post office 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.

C. H. Allen BSc
Brooks & Brooks
Attorneys-At-Law
PO Box 1355 GT
Grand Cayman
Cayman Islands
BWI

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



IN THE GRAND COURT OF THE CAYMAN ISLAND
HOLDEN AT GEORGE TOWN, GRAND CAYMAN

CAUSE NO. 372 OF 1996

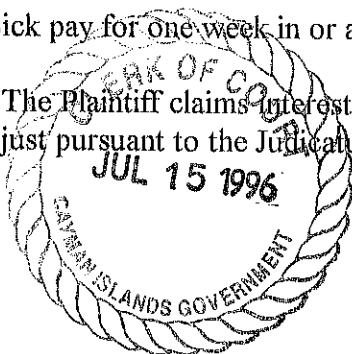
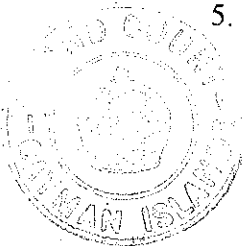
BETWEEN MS. PHYLLIS MOXAM - PLAINTIFF
AND: MR. DICKIE BROWN - DEFENDANTS

STATEMENT OF CLAIM

1. By an oral agreement made between the Plaintiff and the Defendant in or about March 1989 the Plaintiff agreed to work for the Defendant delivering newspapers and that her wages were to be CI\$200.00 per week. In or about April 1995 the Defendant reduced the Plaintiff's wages to CI\$100.00 per week.
2. Each and every year from March 1989 to June 1995 the Defendant refused to pay the Plaintiff any vacation payments. From March 1989 to December 1994 the Plaintiff was entitled to 10 days annual vacation. From December 1994 to June 1995 the plaintiff was entitled to 3 days annual vacation. In 1994 the Plaintiff was absent from work for 5 days because she was sick. The Defendant refused to pay the Plaintiff any sick leave.
3. In or about June 1995 the Defendant informed the Plaintiff that he was going to reduce her wages to CI\$75.00 per week. As a result of the above the Plaintiff had no alternative but to leave her job in June 1995.
4. The Plaintiff's claim is for (1) CI\$2467.21 being six years arrears of vacation pay and sick leave payable by the Defendant to the Plaintiff for work done and services rendered by the Plaintiff for the Defendant at his request for the period between 18 March 1989 and June 1995.
4. By virtue of the Labour Law, 1987 (Law 30 of 1987) section 29(2) an employee shall be entitled to recover by action in an appropriate Court so much of his wages as shall not have been actually paid to him together with interest thereon at the rate of ten per cent per annum.

Particulars

- | | <u>CI\$</u> |
|--|------------------|
| a. 10 days earned vacation per annum from 18 March 1989 to December 1994. | 400.00 per annum |
| b. 3 days earned vacation per annum from December 1994 to June 1996. | 240.00 per annum |
| c. Sick pay for one week in or about 1994. | 200.00 |
| 5. The Plaintiff claims interest at such rate and for such period as may to the court seem just pursuant to the Judicature Law 1995. | |



6. The Plaintiff claims:
- (i) Damages.
 - (ii) Interest thereon pursuant to the Judicature Law 1995.
 - (iii) Costs.

.....
Clyde H. Allen BSc
BROOKS & BROOKS
Attorneys-At-Law
PO Box 1355
Grand Cayman

Served this day of July 1996
To the Court
and to the Defendant