

IN THE GRAND COURT OF THE CAYMAN ISLANDS

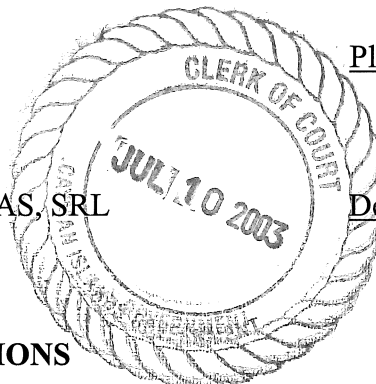
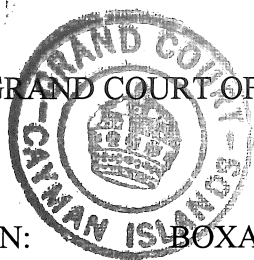
CAUSE NO. 461 OF 2003

BETWEEN: BOXALLS

Plaintiff

AND: AIR ATLANTIC DE HONDURAS, SRL

Defendant



**WRIT OF SUMMONS**

TO: AIR ATLANTIC DE HONDURAS, SRL, c/o A.Steve McField & Associates of P.O. Box 680GT, Mary Street, George Town, Grand Cayman, Cayman Islands, B.W.I.

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 GT, 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 10th day of July 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 Defendant is a corporation incorporated under the Laws of Honduras. The Defendant operates an airline between Grand Cayman and Honduras and pursuant to this maintained a staffed office at Pasadora Place, George Town, Cayman Islands. The Plaintiff is a firm of Cayman Island Attorneys at Law.
2. On or about 24 April 2003 the Defendant entered into a contract evidenced in writing by the Plaintiff's invoices for the provision of legal services (hereafter "the Contract") with the Plaintiff whereby the Plaintiff was retained by the Defendant in place of Polack & Co to defend a claim brought against the Defendant by Wicklow Distributors Inc.
3. In furtherance of the contract the Defendant paid a retainer to the Plaintiff of US\$5,000.00 on 25 April 2003 and the Plaintiff provided legal services to the Defendant pursuant to the said contract.
4. It was an express term of the Contract that payment of the Plaintiff's fees was due upon receipt thereof.
5. The Plaintiff delivered to the Defendant two invoices for its services in connection with these matters as follows:

	<b>Invoice Date</b>	<b>Invoice Total</b>
(1)	7 May 2003	US\$9,468.69
(2)	22 May 2003	US\$6,718.51

6. The first invoice dated 7 May 2003 in the sum of US\$9,468.69 was part paid from the retainer funds referred to at paragraph 2 above, leaving an outstanding balance of US\$4,517.47 on that invoice. The 22 May 2003 invoice remains outstanding in full with the total sum outstanding on the two said invoices being US\$11,235.98.
7. In breach of the Contract the Defendant has failed to make payment to the Plaintiff of the outstanding sum of US\$11,235.98.
8. In the premises, the Defendant is indebted to the Plaintiff in the sum of US\$11,235.98.

9. The Plaintiff claims interest pursuant to Section 34 of the Judicature Law (2002 Revision) at the prescribed rate of 4½% per annum from 25 May 2003 until the date of issue amounting to US\$80.00. A calculation of interest at the prescribed rates is set out in the Schedule attached hereto.

AND the Plaintiff claims:

1. The sum of US\$11,235.98; and
2. Interest pursuant to Section 34 of the Judicature Law (2002 Revision) at the prescribed rates, being:
  - (1) To the date hereof the sum of US\$64.86;
  - (2) From the date hereof the daily rate of US\$1.38, or such other rate as may be prescribed
3. Alternatively, interest as aforesaid for such periods and at such rate as to the Court may seem just;
4. Costs.

If, within the time for returning the Acknowledgement of Service, the Defendant pays the total amount claimed of US\$11,235.98 (including interest) and CI\$150 paid as the fee on the issue hereof and CI\$250.00 fixed costs further proceedings will be stayed. The money must be paid to the Plaintiff or its Attorney.



**BOXALLS**

Attorneys for the Plaintiff

**SCHEDULE**

<b>Interest rate = 4.5% (Daily rate 1.38)</b>	<b>Outstanding Balance of US\$11,235.98</b>
From 25 May 2003 (7 days)	9.66
June 2003 (30 days)	41.40
To 10 July 2003 (10 days)	13.80
<b>TOTAL</b>	<b>US\$64.86</b>

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 461 OF 2003

BETWEEN: BOXALLS

Plaintiff

AND: AIR ATLANTIC DE HONDURAS, SRL

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 of Summons is being acknowledged.

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2. State whether the Defendant intends to contest or otherwise participate in the proceedings (*tick appropriate box*).

yes

no

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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

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Service of the Writ of Summons is acknowledged accordingly.\

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Attorney for the Defendant

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 principal office.

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

**BOXALLS**  
Attorneys-at-Law  
PO Box 1234GT  
George Town, Grand Cayman  
Cayman Islands  
British West Indies  
(8551-0002/LAF)

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

**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.