

IN THE GRAND COURT OF THE CAYMAN ISLANDS
HOLDEN AT GEORGE TOWN



CAUSE No. 182 of 2004

BETWEEN

HAWKINS & HAWKINS INVESTMENTS LIMITED

PLAINTIFF

AND

CHERYL REID-WHITTAKER

DEFENDANT

WRIT OF SUMMONS

TO: Cheryl Reid-Whittaker
c/o Morval Bank & Trust Cayman Limited
3rd Floor Piccadilly Centre
P.O. Box 30622
Seven Mile Beach
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 attached 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 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 without stating that you intend to contest these proceedings, the Plaintiff may proceed with the action and Judgment may be entered against you forthwith without further notice.

Issued this 5th day of April, 2004.

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 herein, unless renewed by the order of the Court.

IMPORTANT: Directions for Acknowledgment of Service are given with this form.

STATEMENT OF CLAIM

1. The Plaintiff is a limited liability company which is registered and incorporated pursuant to the laws of the Cayman Islands having its registered office situated at Woodward Terry & Company, P.O. Box 822, George Town, Grand Cayman.
2. The Defendant, Cheryl Reid-Whittaker, is an individual residing in Grand Cayman, Cayman Islands, and at the material time was a customer of the Plaintiff
3. The Plaintiff and Defendant entered into an agreement on or around 31st March 1995, the terms of which are as follows;
 - (a) The principle sum loaned by the Plaintiff to the Defendant was to be Four thousand dollars CI \$ 4000.00
 - (b) The interest rate of the loaned sum was to be 5% per month, payable by regular monthly installments of \$250.00
 - (c) In default, the principle sum and interest thereon was to be paid on demand at the instance of the Plaintiff.
4. In breach of the terms of the Agreement the Defendant despite making some initial payments on the said debt has not done so on a regular basis as was stipulated by the Agreement.
5. On the 22nd January 1999 a formal demand was made for the amount owing which totaled CI\$ 10, 897.20
6. The Defendant began making payments once again, but the payments would vary in the amount and was irregular. Mrs. Reid-Whittaker went to the Plaintiff office and gave him her credit card number 4546 1101 5116 0009 and expiration date 03/03 and informed him that on or about the 30th of each month he should debit the amount of Two hundred and fifty dollars (CI\$250.00) and credit to her account to reduce her balance. However, several times the transactions on the cards failed to go through.
7. The last payment received from the Plaintiff was on 17th September 2003 which was made by credit card for the sum of CI\$250.00
8. On the 2nd February 2004, notice was given to the Defendant to settle the outstanding balance of \$12, 357.00 and/or make firm arrangements as to the reduction of the debt. Angel Hawkins delivered this letter by hand to the Defendant, however, she did not respond within the seven days nor did she contact the Plaintiff Attorneys.
9. On the 19th February, 2004 the Attorney for the Plaintiff telephoned the Defendant to enquire as to whether the Defendant had received the letter and intended to respond to the demand. The Defendant indicated that she had received the letter from Angel Hawkins but did not read it. The Defendant later called the offices of the Plaintiff

Attorneys to make arrangements to set up a payment plan for the settlement of this debt.

10. On the 20th February, 2004 the Defendant agreed to make monthly payments of CI\$250.00 to Hawkins & Hawkins Investments limited such payments was to be made on the 28th day of each month to the offices of Brooks and Brooks. The defendant read and signed the promissory note and indicated that the first payment will be made on the 27th February, 2004.
11. The terms of the promissory note also indicated that in default of any of the payments, the whole balance then unpaid, with interest thereon, at the rate of 6¼% becomes payable. Additionally, all cost and expenses incurred by Hawkins & Hawkins Investments Limited, including any reasonable legal fees in relation to the default and recovery is to be paid by the Defendant.
12. The Defendant has not made any payments since signing the agreement and despite several demands and calls to the Defendant to make her installment payments and her promise to come into pay, she has failed to honor her commitment to the Plaintiff.
13. As at the date the commencement of this proceedings 5th April 2004, total interest outstanding is CI\$ 386.16
14. The fees incurred or to be incurred for which the Defendant is liable on an indemnity basis in accordance with the agreement as pleaded in paragraph 11 are as follows:

Fees	CI\$ 725.00
Disbursements	
Issuance of proceedings:	CI\$ 150.00
Service of proceedings :	<u>CI\$ 30.00</u>
	CI\$ 905.00
15. Accordingly, the Defendant is indebted to the Plaintiff in the sum of CI\$13,468.16

AND THE PLAINTIFF claims;

- 1) Payment of the principal amount, interest and cost outstanding of CI\$ 13,468.16 to 5th April 2004;
- 2) Interest at the statutory rate of 3% from the date hereof to the date of final judgment;
- 3) Cost and attorney fees;
- 4) And further or other relief as this Honourable Court deems just.



BROOKS & BROOKS
Attorneys at Law for the Plaintiff

NOTE: PLEASE NOTE that if within the time for returning the Acknowledgment of Service (i.e. 14 days) the Defendant pays the total amount claimed of C\$12,357.00 plus fixed cost of CI \$725.00 and disbursements of C\$ 180.00 (total C\$13,468.16) further proceedings will be stayed. The money must be paid to the Plaintiff or his Attorneys at Law.

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 his said Attorneys One Artillery Court, Shedden Road, George Town, Grand Cayman, Cayman Islands, PO Box 1355 George Town, GRAND CAYMAN

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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 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 of Summons 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 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 .

___ yes ___ no

Service of the Writ of Summons is acknowledged accordingly.

Attorney for the Defendant

Defendant

Dated the _____ day of _____ 2004.

FORM 2

Acknowledgement of Service (Rule 11)

DIRECTIONS FOR ACKNOWLEDGEMENT OF SERVICE

IF YOU INTEND TO INSTRUCT AN ATTORNEY TO ACT FOR YOU GIVE HIM THIS FORM IMMEDIATELY

1. The accompanying form of Acknowledgement of Service should be completed by an attorney acting on behalf of the Respondent or by the Respondent if acting in person.
2. After completion it must be signed by the Respondent and his attorney (if any) and must be delivered or sent by post to the Law Courts, P.O Box 495 GT, George Town, Grand Cayman.
3. The Acknowledgement of Service must be filed at Court and served on the attorney for the Petitioner (or the Petitioner if acting in person) within fourteen days after service of the Petition.
4. A Respondent who states in his Acknowledgement of Service that he intends to contest the proceedings must also serve an Answer on the attorney for the Petitioner (or on the Petitioner if acting in person) within fourteen days after the service of the Petition.
5. The Petition will be treated as an “ undefended petition” in respect of which a decree of divorce may be pronounced without the need for any hearing in open court unless an acknowledgement of service form in which you have stated an intention to defend has been filed at the Court Office within fourteen days of service of the Petition.
6. In the case of Petitions served outside the Cayman Islands the periods within which the Respondent must file an Acknowledgement of Service and any Answer are extended by fourteen days.

Please complete overleaf

Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgment of Service form and return it to the Courts Office.
2. For the purposes of calculating the period of 14 days for acknowledging service, a summons 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 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 someone authorised to act on behalf of the company, but the Company can take no further steps 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.

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.

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

**Brooks & Brooks
Attorneys-at-Law
One Artillery Court
Shedden Road
George Town
Grand Cayman**

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