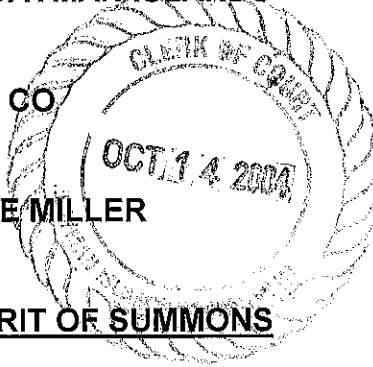


IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE N<sup>o</sup>: 410 OF 2004

BETWEEN: COX LUMBER CO



PLAINTIFF

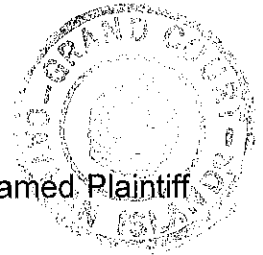
AND: SANDRA ANNE MILLER



DEFENDANT

**WRIT OF SUMMONS**

TO: Sandra Ann Miller.



**THIS WRIT OF SUMMONS** has been issued against you by the above-named Plaintiff in respect of the claim set out overleaf.

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 495GT, 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 14<sup>th</sup> day of October 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 unless renewed by order of the Court.

**IMPORTANT**

Directions for Acknowledgment of Service are given with the accompanying form.

## STATEMENT OF CLAIM

1. By a Promissory Note made between the Plaintiff and the Defendant dated 27 October 1998 ("the Promissory Note"), the Defendant agreed to pay to the Plaintiff the sum of CI\$12,270.49 plus interest.
2. The following were express terms of the Promissory Note, as evidenced by it:
  - 2.1 *"FOR VALUE RECEIVED, the undersigned, Sandra Anne Miller [the Defendant] of P O Box 11170 Airport Post Office ("Maker") hereby promise to pay to the order of COX LUMBER CO PO BOX 244G (sic), GRAND CAYMAN ("Payee") [the Plaintiff], the principal sum of CI\$12,270.49 plus interest at the rate of 10% per annum. Payment on this note shall be made as follows:-*
  - 2.2 *The Maker [the Defendant] and Endorsers hereof shall pay the sum of CI\$1,000 per month with the first payment being due on 1<sup>st</sup> November 1998 and similar and like payment due on the 1<sup>st</sup> day of each successive month thereafter until this note is paid in full.*
  - 2.3 *Interest hereon shall be calculated on the basis of a 360-day year applied to the actual number of days elapsed. All payments of principal and interest hereon shall be payable at par in lawful currency of the Cayman Islands.*
  - 2.4 *All amounts received for payment of this Note shall first be applied to any expenses due Payee under this Note, then to accrued interest, and finally to the reduction of principal.*
  - 2.5 *The occurrence of any of the following shall constitute an event of default under this Note:*
    - (a) *The failure of Maker to make any payment when due under this Note (time being of the essence of this Note);*

....
  - 2.6 *Upon the occurrence of an event of default as defined above, Payee may (at its option and without notice) declare all principal and interest provided for under this Note to be immediately due and payable."*
3. Pursuant to the Promissory Note, the Plaintiff is entitled to apply any payments received from the Defendant in settlement of any accrued interest first and then to reduction of the principal sum then outstanding from the Defendant.
4. In breach of the requirements of the Promissory Note, the Defendant failed to make payments to the Plaintiff as required by the terms of the Promissory Note.

On 14 October 2004, the Plaintiff declared all unpaid principal and interest due under the Promissory Note to be immediately due and payable.

5. As at 14 October 2004, after taking account of the payments made by the Defendant, the total sum due from the Defendant to the Plaintiff pursuant to the Promissory Note is as follows:

	<b>CI\$</b>
Principal sum @ 27.10.98	12,270.49
Less payment made on 01.12.98	<u>(1,000.00)</u>
New principal	11,270.49
Interest 01.12.98 – 04.01.99	<u>108.07</u>
New principal	11,378.56
Less payment made on 04.01.99	<u>(1,000.00)</u>
New principal	10,378.56
Interest 04.01.99 – 03.08.99	<u>599.97</u>
New principal	10,978.53
Less payment made on 03.08.99	<u>(2,000.00)</u>
New principal	8,978.53
Interest 03.08.99 – 15.09.99	<u>105.77</u>
New principal	9,084.30
Less payment made on 15.09.99	<u>(1,000.00)</u>
New principal	8,084.30
Interest 15.09.99 – 14.10.04	<u>4,108.60</u>
Total due @ 14 October 2004	<b>CI\$12,192.90</b>

6. Further, the Plaintiff is entitled to and does claim from the Defendant continuing interest on the sum of CI\$8,084.30 at the contractual rate of 10% per annum pursuant to the Promissory Note from 14 October 2004 until judgment or sooner payment at the daily rate of CI\$2.21.
7. In the alternative to the claim for contractual interest, the Plaintiff is entitled to and claims interest pursuant to Section 34 of the Judicature Law (2002 Revision), at such rates and on such sums and for such periods as the Court shall think just.

**AND THE PLAINTIFF CLAIMS AGAINST THE DEFENDANT:**

- (1) Pursuant to the Promissory Note, the principal sum of CI\$8,084.30.
- (2) Interest on (1) from 15 September 1999 to 14 October 2004 at the contractual rate of 10% per annum pursuant to the Promissory Note, in the sum of CI\$4,108.60.
- (3) Continuing interest on (1) pursuant to the Promissory Note from 14 October 2004

until judgment or sooner payment at the rate of 10% per annum at the daily rate of CI\$2.21.

- (4) In the alternative to (2) and (3) above, interest pursuant to Section 34 of the Judicature Law (2002 Revision) at such rates and on such sums and for such periods as to the Court shall seem just.
- (5) Further or other relief.
- (6) Fixed costs of CI\$250 plus prescribed Court fees of CI\$150.

**INDORSEMENT REGARDING INTEREST PURSUANT TO GCR ORDER 6 RULE 2(e)**

- (i) The relevant contractual term pursuant to which the Plaintiff and the Defendant agreed that the Defendant would pay interest at 10% per annum is set out in paragraph 2 of the Statement of Claim endorsed on this Writ.
- (ii) The agreed rate of interest is 10% per annum.
- (iii) The dates from which interest is payable are set out in paragraph 5 of the Statement of Claim endorsed on this Writ.
- (iv) The total amount of interest claimed in these proceedings up to 14 October 2004 is CI\$4,108.60.
- (v) The total amount of interest accruing each day from 14 October 2004 on the principal sum claimed in these proceedings is CI\$2.21.

If within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of CI\$12,592.90 (including interest and costs) further proceedings will be stayed. The money must be paid to the Plaintiff or its Attorneys.



---

Truman Bodden & Company  
Attorneys-at-law for the Plaintiff

**THIS WRIT AND STATEMENT OF CLAIM** was issued by Truman Bodden & Company, Attorneys-at-Law, whose address for service is 5<sup>th</sup> Floor, Anderson Square Building, PO Box 866GT, George Town, Grand Cayman, British West Indies (reference PWJ), Attorneys for the Plaintiff, Cox Lumber Co of PO Box 244GT, Grand Cayman, Cayman Islands, BWI.