

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 61 OF 2006

BETWEEN: JOHN B. McLEAN Jr. T/A JOHNNIES AUTOMOBILES SERVICES &
SALES

PLAINTIFF

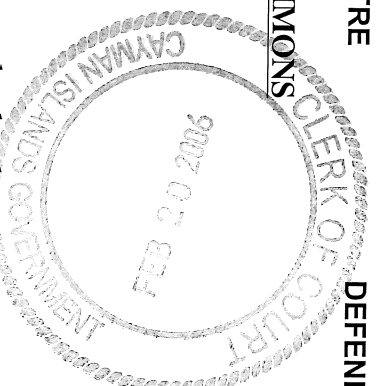
AND: CAYMAN INSURANCE CENTRE

DEFENDANT



WRIT OF SUMMONS

TO: CAYMAN INSURANCE CENTRE
A1, 2,3 & 4 CAYMAN BUSINESS PARK,
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 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 30 day of Feb 2006.

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 Plaintiff is a resident of East End, Grand Cayman, Cayman Islands, and trades as Johnnie's Automobile Services & Sales.
2. The Defendant is an insurance company with a licence to conduct insurance business in the Cayman Islands.
3. Following Hurricane Ivan, the Defendant verbally contracted with the Plaintiff for the Plaintiff to do appraisals on the Defendant's clients' vehicles at a cost of CI\$125.00 for each appraisal that was carried out. ("the Agreement").
4. The Defendant needed these appraisals in order to settle its clients' insurance claims that arose as a result of Hurricane Ivan.
5. The Plaintiff conducted 462 appraisals on damaged vehicles for a total cost of CI\$57,750.00. The appraisals were turned in to the Defendant's offices and the Defendant used these appraisals in order to process and settle their clients' claims.
6. In breach of the Agreement, the Defendant has not paid the Plaintiff the CI\$57,750.00 due as a result of the Agreement.
7. The Plaintiff made numerous verbal requests to the Defendant for payment of his money. On October 13th 2005, the Plaintiff served the Defendant with a demand letter for the amount due him under the Agreement.
8. By reason of the matters aforesaid, the Plaintiff has suffered loss and damage.
9. **AND THE PLAINTIFF** claims:
 1. The amount due under the contract, which is CI\$57,750.00
 2. Interest pursuant to the section 34 of the Judicature Law (1995 Revision)
 3. Costs

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of CI\$57,750.00 plus interest and costs further proceedings will be stayed. The money must be paid to the Plaintiff or his Attorney.


JOHN B. McLEAN JR. T/A JOHNNIES AUTOMOBILES SERVICES
PLAINTIFF

Filed by Della Campbell & Associates, Attorneys-at Law and Notaries Public, for and on behalf of the Plaintiff herein, whose address for service is that of his attorney: 1428 Trafalgar Place, Seven Mile Beach, Suite C4, P.O. Box 2102GT, George Town, Grand Cayman, Cayman Islands.

Acknowledgement of service of writ of summons (0.12, 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. *61* OF 2006

BETWEEN: JOHN B. McLEAN Jr. T/A JOHNNIES AUTOMOBILES SERVICES &
SALES

PLAINTIFF

AND: CAYMAN INSURANCE CENTRE 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 Delay may result in judgment being entered
directions and notes for guidance against a Defendant whereby he may have to
carefully before completing this form. If pay the costs of applying to set it aside.
any information required is omitted or
given wrongly, THIS FORM MAY
HAVE TO BE RETURNED.

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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 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 no

Service of the Writ is acknowledged accordingly

(Signed).....

Attorney for

Please complete overleaf