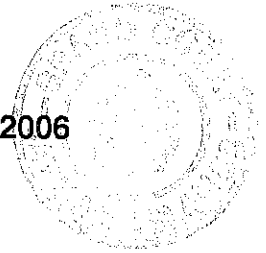


**IN THE GRAND COURT OF THE CAYMAN ISLAND**

**CAUSE NO. 140 of 2006**

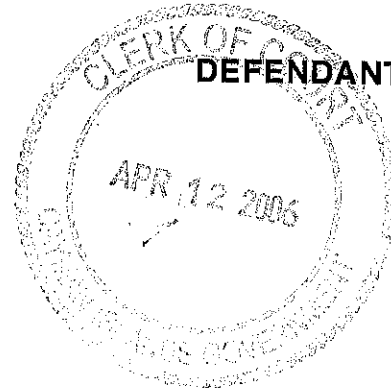


**BETWEEN: CAROL SCHROCK T/A STINGRAY CAB & TOURS PLAINTIFF**

**AND; JOSEPH YATES**

**DEFENDANT**

**WRIT OF SUMMONS**



**TO;** Mr Joseph Yates  
313A Mount Pleasant Road  
West Bay  
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 495 G, George Town, Grand Cayman, the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings.

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

Issued this <sup>12<sup>th</sup></sup> day of April, 2006.

**NOTE:** This Writ may not be served later than 4 calendar months beginning with the date of the issue unless renewed by Order of the Court.

**IMPORTANT**

Directions for Acknowledgement of Service are given with the accompanying form

**STATEMENT OF CLAIM**

1 The Plaintiff is an individual who is resident in the Cayman Islands and at the material time carried on a business known as Stingray Cab & Tours which entity is registered with the Public Transport Board as a Tour Transport Operator and for which business the Plaintiff also has a Trade & Business License to carry on the business of Land Transportation.

2 The Defendant is an individual who resides in the Cayman Islands and at the material times he was involved in an intimate relationship with the Plaintiff which relationship subsequently broke down.

3 In or about March/April, 2004 the parties commenced an intimate relationship at which time the Plaintiff Plaintiff was already involved in operating her business "Stingray Cab & Tours" . At the time the Defendant was involved in building web sites for businesses and in fact had his own web-site at the time.

4 By oral agreement, in or about June, 2004, the Defendant agreed to build a new website for the Plaintiff to advertise her business. It was an implied term of the said oral agreement that the Plaintiff would have regular access to the said web-site and that it would in fact belong to her and her business.

5 In breach of that Agreement, subsequently the Defendant informed the Plaintiff that instead of building a new website for her business he had actually added her business to his existing web-site. As the parties were living together at the time and getting on well, and as the Plaintiff had regular access to the web-site she did not complain about this.

6 In or about June, 2005 the Plaintiff decided to purchase a 7 seater van for her business. It was agreed between the Plaintiff and the Defendant that although the title to the van would be placed in the Defendant's name that the Plaintiff was the owner of the van since she bought the said van. Although the parties agreed to reduce this agreement to writing this was not achieved so that the oral agreement stood.

The Plaintiff paid a total of CI\$7,750.00 for the said van which was then registered in the name of the Defendant.

7 It was an implied term of the oral agreement between the parties that when required so to do, the Defendant would return the said van to the Plaintiff in good working condition and would allow her to re-register the van in her name as and when she deemed such action appropriate. Alternatively if he wanted to keep the van then he would compensate her with the full CI\$7,750.00 which she had paid for it.

8 Subsequently the relationship between the Plaintiff and the Defendant broke down and the Defendant, despite still advertising the Plaintiff's business on the web-site, refused to allow her access to the web-site or to take the name of her business from the web-site. In addition despite being requested so to do, he has refused to return the said van to her or to have it registered in her name. He has also refused to compensate the Plaintiff for the said van

9 In breach of the said agreements the Defendant has refused the Plaintiff access to the said web-site and he has also refused to remove the name of her business from the said website so that she can utilize it elsewhere. As a result of this breach the Plaintiff has suffered loss and damage including but not limited to loss of business.

10 In breach of the said oral agreement the Defendant has refused to compensate the Plaintiff for the van which he currently drives and he has also refused to have the title transferred into the Plaintiff's name. As a result of this breach the Plaintiff has suffered loss and damage.

#### **WHEREFORE THE PLAINTIFF CLAIMS**

(a) Compensation for the vehicle	CI\$7,750.00
(b) Compensation for lack of access to the Web-site (loss of business)	CI\$2,000.00

(c) Compensation for use of her business name without her permission

CI\$2,000.00

Total

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CI\$11,750.00

(d) Costs

(e) Interest

Dated this 10<sup>th</sup> day of April, 2006.

Brooks & Brooks

**BROOKS & BROOKS**

Attorneys At Law for the Plaintiff

To: The Clerk of the Courts

And To: The Defendant  
313A Mount Pleasant Road  
West Bay  
Grand Cayman

**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 At Law One, Artillery Court, P O Box 1355GT GRAND CAYMAN

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. of 2006

BETWEEN: CAROL SCHROCK T/A STINGRAY CAB & TOURS PLAINTIFF
AND; JOSEPH YATES DEFENDANT

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 judgement 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

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 judgement entered by the Plaintiff( Please tick box)

Yes

No

Service of Writ is acknowledged accordingly

Signed \_\_\_\_\_

Please complete overleaf

(Attorney) for

(Defendant in Person)

Address for service:

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 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.

Endorsement by the Plaintiff's Attorney (or by the plaintiff if suing in person) of his name, address and residence, if any in the box below

**Brooks & Brooks  
Attorneys At Law  
P O Box 1355 GT  
GRAND CAYMAN**

**(One, Artillery Court, George Town, Grand Cayman)**

Endorsement by the defendant's attorney (or by the defendant if suing in person) of his name, address and residence, if any in the box below