

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 0013 OF 2008

BETWEEN:

PARAMOUNT CARPETS SALES AND SERVICES LTD.

PLAINTIFF

AND:

BERYL RAMOON

DEFENDANT



WRIT OF SUMMONS



TO: The Defendant, Beryl Ramoon
Sea Inn Bar
P.O. BOX 569 GT
Shedden Road
Grand Cayman, Cayman Islands

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.

DATED this 12th day of January, 2009.

ISSUED this _____ day of _____, 200__.

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's principal office is situated at 317 North Sound Road, P.O. Box 10236 APO, George Town Grand Cayman, Cayman Islands. The Plaintiff was at all material times carrying on business as a retail supplier of construction materials
2. The Defendant is resident of the Cayman Islands.
3. The Defendant is the maker of a Promissory Note dated 15 October 2008, made payable by the Defendant to the Plaintiff in the sum of CI\$10,220.04.
4. The express terms of the said Promissory Note were as follows:
 - (a) Interest was payable at a rate of 2% on the principal amount outstanding per month;
 - (b) Instalment payments in the sum of CI\$400.00 per month on the 15th day of each month and a further CI\$400.00 the last business day of each month until such time as the sum was extinguished;
 - (c) If the Plaintiff were to prevail in a lawsuit then the Defendant would pay the Plaintiffs costs on a full indemnity basis.
5. In breach of the Promissory Note, the Defendant has refused or otherwise failed to pay the instalment payments in the appropriate amounts as and when they are due.
6. By reason of the said breach the Plaintiff has suffered loss and damage in the amount of CI\$10,220.04.

7. Also by reason of the said breach the Plaintiff has suffered loss in that he has lost an interest on the sum due and owing at a rate of 2% on the principal amount outstanding per month full particulars of which will be provided at trial.
8. Alternatively, by reason of the said breach the Plaintiff has suffered loss in that he has lost interest on the sum due and owing pursuant to the Judicature Law and or th Judgement Debts (Rates of Interest) Rules.
9. Also by reason of the said breach the Plaintiff has suffered loss in that he has incurred legal fees full particulars of which will be provided at trial.

THE PLAINTIFF THEREFORE CLAIMS:

- (a) Damages in the sum of CI\$10,220.04;
- (b) Interest at a rate of 2% on the principal amount outstanding per month from the date of the writ until payment in full;
- (c) Alternatively, Interest Pursuant to the Judicature Law and Judgment Debts (Rates of Interest) Rules; date of the writ until payment in full;
- (d) Costs to be taxed if not agreed;

If within the time for returning the Acknowledgement of Services, the Defendant pays the total amount claimed (including interest and costs) further proceedings will be stayed. The money must be paid to the Plaintiff or his Attorneys.

DATED this 12th day of January, 2009.


GOLDFIELD CAYMAN ATTORNEYS-AT-LAW
Attorneys-at-Law for the Plaintiff

THE WRIT OF SUMMONS and STATEMENT OF CLAIM is prepared and filed by **GOLDFIELD CAYMAN ATTORNEYS-AT-LAW**, Attorneys-at-Law for and on behalf of the Plaintiff herein, whose address for service is situated at Rankin's Plaza, 21 Eclipse Drive, P.O. Box 1431 GT, George Town, Grand Cayman, Cayman Islands.

***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.

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 or principal office.

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

Goldfield Cayman Attorneys-at-Law
Rankin's Plaza, 21 Eclipse Drive
P.O. Box 10734
Grand Cayman, KY1-1007
Cayman Islands

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