

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO:

89

OF 2009

**BETWEEN: C N EWERS T/A UNCLE CLEM'S
MEAT AND GROCERY**

PLAINTIFF

AND: CHAMPION HOUSE RESTAURANT II LTD

FIRST DEFENDANT

AND: DOROTHY SCOTT AND URIEL SCOTT

SECOND DEFENDANTS

WRIT OF SUMMONS

TO: Champion House Restaurant II Ltd.
George Town, Grand Cayman

And to: Dorothy Scott and Uriel Scott



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 495GT, 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 24th day of February, 2009

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 was at all material times a vegetable, meat and grocery retail business known as Uncle Clem's, operating from 68 Mary Street, George Town, Grand Cayman. The First Defendant is a corporate entity known as Champion House II Restaurant, which operates as a restaurant and the Second Defendants are the owners, operators and directors of Champion House Restaurant II Ltd.
2. On or around January, 2004, the Plaintiff and the Defendants entered into an oral agreement whereby the Plaintiff would supply the Defendants with a variety of goods such as meats and vegetables.
3. It was further agreed by and between the parties that the Plaintiff would supply all goods as required and the Defendants would pay for the cost of the goods supplied, within thirty days of receipt of an invoice covering the amounts charged.
4. It was also agreed that the Defendants would pay interest at the rate of 1½ percent on all delinquent amounts.
5. Over time the Defendants have accumulated outstanding invoices in the total amount of CI\$62,412.52 and that this amount remains due and owing to the Plaintiff.
6. The Plaintiff has had several discussions with the Second Defendants about the outstanding amount but no effort was made to pay on the debt. In September, 2008 the Plaintiff again approached the Second Defendants and pleaded with them to make some payment towards the outstanding debt and the Second Defendants assured the Plaintiff that they would obtain a loan from the bank and pay off the full amount owing. The Second Defendants have not followed through on their promise to do so.

7. Despite ongoing efforts by the Plaintiff to collect these outstanding sums, the Second Defendants have continued to make promises to pay but have failed to make any payments whatsoever.
8. The Defendants are clearly in breach of the said agreement and have caused the Plaintiff to suffer loss and damage.

PARTICULARS OF BREACH

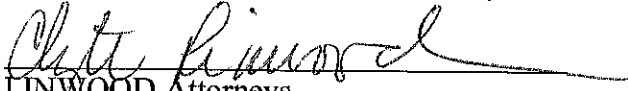
9. The Defendants have failed and/or refused to pay the sum of **CIS62,412.52.00** as agreed and the said amount remains due and owing.
10. The Plaintiff claims interest on all sums due pursuant to the Judicature Law.

AND THE PLAINTIFF **claims:**

1. The sum of **CIS62,412.52**
2. Interest pursuant to the Judicature Law
3. Costs

If, within the time for returning the Acknowledgment of Service, the Defendants pay the total amount due including interest and costs, further proceedings will be stayed. The money must be paid to the Plaintiff's Attorney.

Dated this 24th day of February, 2009


LINWOOD Attorneys
Attorneys-at-Law for the Plaintiff

THIS WRIT OF SUMMONS was issued by LINWOOD, Attorneys-at-Law for the Plaintiff herein whose address for service is that of the said Attorneys-at-Law, Ground Floor, Unit 118, Elizabethan Square, Grand Cayman.

**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 495GT, 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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AND: CHAMPION HOUSE II RESTAURANT LTD **FIRST DEFENDANT**
AND: DOROTHY SCOTT AND URIEL SCOTT **SECOND DEFENDANTS**

**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 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.

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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
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Service of the Writ is acknowledged accordingly

Dated:

(Signed).....
Attorney for

Please complete overleaf

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.

LINWOOD ATTORNEYS
P.O. Box 30306 KY1-1202
Unit 118, Ground Floor, Elizabethan Square
George Town, Grand Cayman
Cayman Islands
Tel: (345) 949-2000
Fax: (345) 949- 2020
Email: clinwood@candw.ky

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