

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. ¹⁶⁴ OF 1997

BETWEEN: PARADISE POOL & CONSTRUCTION LTD. PLAINTIFF
AND: VERNA DAVIES DEFENDANT

WRIT OF SUMMONS

TO: Verna Davies
P. O. Box 1706GT
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 4956, 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 12th day of March 1997.

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 company incorporated under the laws of the Cayman Islands and at all material times was a licensed pool and construction company doing business in Grand Cayman. The Defendant is a homeowner residing at Parkway Drive in the George Town district of Grand Cayman.
2. By a contract in writing dated 15 January 1997 it was agreed that the Plaintiff would finish certain works on the Defendant's swimming pool at Parkway Drive, George Town.
3. It was an express, alternatively implied, term of the agreement that the Defendant would make the following payments in the following order:-
 - (1) CI\$3,450.00 would be paid to the Plaintiff on formation of the contract.
 - (2) CI\$3,000.00 would be paid to the Plaintiff on completion of the coping.
 - (3) CI\$2,500.00 would be paid to the Plaintiff on completion of the tiling and hydrazzo application.
 - (4) CI\$ 500.00 would be paid to the Plaintiff at completion.
4. Between 15 January and 30 January 1997, the Plaintiff carried out work in accordance with the contract up to the point where it has completed the tiling and hydrazzo application on 30 January 1997 but in breach of the said agreement the Defendant has only paid the Plaintiff CI\$3,400.00 and has failed and refuses to pay the agreed sum.
5. The Plaintiff desires to complete the contracted work. Only installation of the Defendant's equipment and lights remain to be completed.
6. The present outstanding balance to the Plaintiff in accordance with the contract is CI\$5,550.00, calculated as follows:-

Work done by Plaintiff	CI\$8,950.00
Payments by Defendant	<u>CI\$3,400.00</u>
Outstanding Total	CI\$5,550.00

AND THE PLAINTIFF CLAIMS against the Defendant:-

1. AN ORDER for the payment of the sum of CI\$5,550.00.
2. INTEREST accrued to 12 March 1997 in accordance with the Judicature Law (1995 Revision) at 7 3/8% per annum from 30 January 1997 to present, equal to CI\$47.04, and continuing.

3. FURTHER and/or other relief.
4. COSTS of the Prescribed Filing and Bailiff Fees of CI\$130.00 and Fixed Costs of \$250.00.

Total Amount as of 12th day of March 1997:

CI\$5,977.04

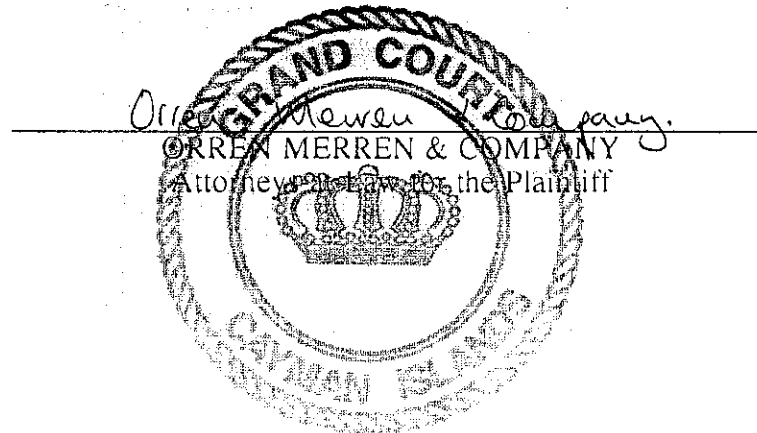
STATEMENT REGARDING INTEREST:

1. Interest thereon pursuant to the Judicature Law (1995 Revision) at 7 3/8 per annum.
2. The date from which interest is calculated is 30 January 1997 as to CI\$5,550.00.
3. The total amount of interest claimed as at 12 March 1997 is CI\$47.04.
4. The amount of interest accruing each day thereafter is CI\$1.12.

If, within the time for returning the Acknowledgment of Service, the Defendant pay the total amount claimed of CI\$5,977.04 (including interest and costs) further proceedings will be stayed. The money must be paid to the Plaintiff's Attorney-at Law.

Dated this 12th day of March 1997.

MAR. 12.1997



This Writ was issued by Messrs. Orren Merren & Company, the attorneys-at-law for the Plaintiff, whose address for service is Kirk House, Third Floor, Albert Panton Street, P.O. Box 481G, Grand Cayman, Cayman Islands, British West Indies.

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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ACKNOWLEDGMENT OF SERVICE
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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.

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

Service of the Writ is acknowledged accordingly

(Signed).....

[Attorney] for

[Defendant in person]

Address for service:

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.

Orren Merren & Company
Attorneys-at-Law
P.O. Box 481G
Third Floor, Kirk House,
Albert Panton Street,
Grand Cayman, B.W.I.

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