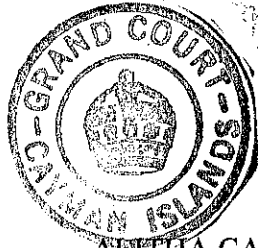


IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE <sup>288</sup> NO: OF 1997

BETWEEN:



DARLENE EBANKS

PLAINTIFF

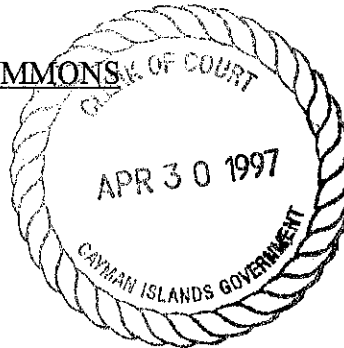
and

ALITHA CAMPBELL and MICHAEL CAMPBELL

DEFENDANT

WRIT OF SUMMONS OF COURT

TO: Alitha Campbell  
Bodden Town  
Grand Cayman



AND TO: Michael Campbell  
Bodden Town  
Grand Cayman

THIS WRIT OF SUMMONS has been issued against you by the above named Plaintiff in respect of the claim set out ion 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 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 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 the      day of      19 .

Issued this <sup>30<sup>th</sup></sup> day of *April* 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.

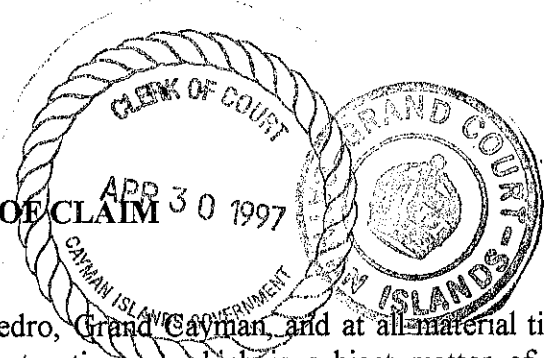
**IMPORTANT**

Directions for Acknowledgment of Service are given with the accompanying form.

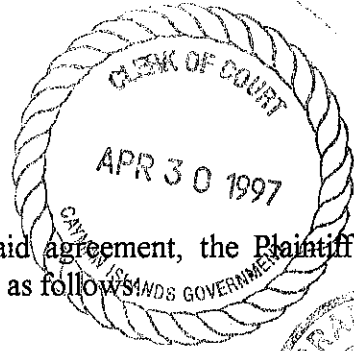
**INDORSEMENT OF CLAIM**

The Plaintiff's claim is for damages for breach of a building contract made partly in writing and partly verbally between the Plaintiff and the Defendants in December 1996.

STATEMENT OF CLAIM



1. The Plaintiff is an individual residing in Pedro, Grand Cayman, and at all material times the registered proprietor of property, construction to which is subject matter of this proceeding.
2. The Defendant Michael Campbell is a businessman residing in Bodden Town, Grand Cayman, and carries on business in the residential construction industry in his own name and under the business name of "Campbell Construction Co."
3. The Defendant, Alitha Campbell, is a business woman residing in Bodden Town, Grand Cayman and carries on business in the residential construction industry under her own name and under the business name or "Campbell Construction Co."
4. At all material times, the Defendants together operated a construction business under the business style of "Campbell Construction Co." Alitha held the business licence and performed various and other functions as a principal of the business enterprise. Michael negotiated contracts and managed the performance of construction on the behalf of the business enterprise.
5. In or about December 15, 1996, the Plaintiff and Defendants enter into an agreement which included terms, both written and verbal, as follows:
  - a. the Defendants would convert a portion of the Plaintiffs home to a one bedroom apartment in accordance with agreed upon specifications;
  - b. the Defendants would complete the project by December 25, 1996;
  - c. The cost of the construction, inclusive of material and labour would be \$6650.00;
  - d. Half of the cost would be paid before starting the project and the balance would be paid upon completion of the project; and
  - e. The project would be completed in a professional and timely basis.
6. The Plaintiff had a committed tenant to the converted apartment to be rented at a monthly rate of \$600.00 commencing by December 25, 1996. The Defendant, Michael Campbell, was advised of this tenancy at the time of the negotiation of the said agreement and advised the Plaintiff that the project would be completed by December 25, 1996.



7. In addition to the work to be done pursuant to the said agreement, the Plaintiff and Defendants agreed to add two extras to the contract work as follows:

- a. Plastering                      \$800.00
- b. Door installation              \$100.00  
   \$900.00

8. The cost ascribed to the electrical work, \$600.00, was agreed to be deducted from the contract price as the Defendants were unable to employ a person qualified to do such work. Therefore, the total cost of the contracted work was as follows:

Original agreement	\$6650.00	
Extras	\$ 900.00	
Less Electrical	<u>(\$600.00)</u>	
	\$6950.00	Total

9. The Plaintiff paid to the Defendants directly or to suppliers of material the sum of \$6,178.02.

10. The Defendants breached the said agreement in that:

- a. The project was not completed by December 25, 1996;
- b. The Defendants failed to complete the following items or failed to complete in a professional and workmanlike manner:
  - i. Bathroom
    - plumbing
    - installation of fixtures
    - tiling
    - proper installation of door
    - proper ceiling installation
    - proper partition wall installation
    - shower floor graded to permit drainage
  - ii. Bedroom
    - completion of clothes closet
    - proper installation of door
  - iii. Kitchen
    - installation of cabinets



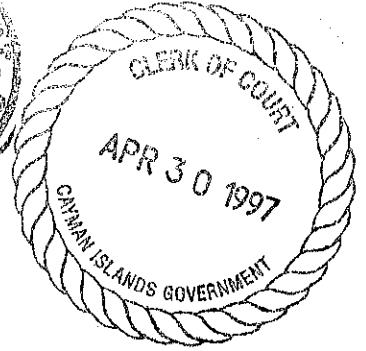
- iv. Living Room
  - door to outside installation
  - crown molding completed such that proper sizes and lengths are used
  - electrical installed in walls as opposed to outside panelling
  - reinstall panelling such that patterns are all properly vertical
- v. General
  - removal of garbage
  - repair or replace damaged paving stones
  - repair or replace damaged flora

11. The Defendants breach of the contractual terms constituted a repudiation of the contract which the Plaintiff accepted.
12. As a result of the said breach the Plaintiff retained other individuals to complete the contract work at a cost of \$4,833.08 such being completed on or about April 15, 1997.
13. The Plaintiff has been unable to rent the apartment since the time of the agreed upon completion date of December 25, 1997 until April 30, 1997. The Plaintiff has lost rental income at the rate of \$600.00 per month from January 1, 1997 through to April 30, 1997, a sum totalling \$2,400.00.
14. Accordingly, the Defendants are liable to the Plaintiff for the difference between the cost of completing the contract work in accordance with the agreement and the sum actually paid by the Plaintiff to the Defendants and third parties, such calculated as follows:

Price of Contract plus extras	\$6,950.00
Amount paid for contract work	
To Defendants	\$6,178.62
To others after repudiation	\$4,833.98
	<u>\$11,012.60</u>
	(\$4,062.60)

15. The Defendants are also liable to the Plaintiff for loss of income from January 1, 1997 through to April 30, 1997 at \$600.00 per month.

Loss of Rent	(\$2,400.00)
--------------	--------------



16. The Plaintiffs total damages excluding interest and cost is, therefore:

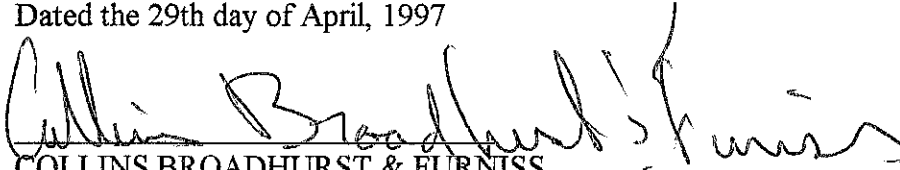
Construction Loss	\$4,062.60	
Rental Loss	<u>\$2400.00</u>	
	\$6462.60.	Total

17. The Plaintiff is entitled to interest upon the said damages pursuant to the Judicature Law (1995 Revision) and the Judgment Debts (Rates of Interest ) Rules 1996 at the rate as prescribed of 7 3/8% or at such other rate as may be prescribed or as this Honourable Court deems just from the date of issuance of this proceeding.

AND THE PLAINTIFF claims:

1. \$6,462.60 for breach of contract;
2. Interest thereon under the Judicature Law (1995 Revision);
3. Costs

Dated the 29th day of April, 1997

  
 COLLINS BROADHURST & FURNISS

To: The Clerk of the Court

And to: The Defendants

This Writ of Summons was issued by Collins Broadhurst & Furniss whose address for service is Collins Broadhurst & Furniss, Attorney-at-Law, P.O. Box 2503, George Town, Grand Cayman, Cayman Islands, British West Indies, Attorneys for the Plaintiff.

**DIRECTIONS FOR ACKNOWLEDGEMENT OF SERVICE  
OF WRIT OF SUMMONS**

1. The accompanying form of *Acknowledgement 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 495, G.T. Grand Cayman.

2. A Defendant who states in his Acknowledgement 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 not endorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2). the defence must be served within fourteen (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 endorsed on the Writ, the defence need not be served until fourteen (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 within 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 Acknowledgement of Service, that he intends to apply for a stay, execution will be stayed for fourteen 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.

**Notes for Guidance**

1. Each Defendant (if there are more than one) is required to complete an Acknowledgement 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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

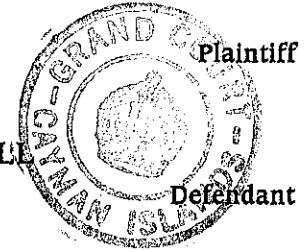
CAUSE NO. <sup>285</sup> OF 19 <sup>97</sup>

Between:

DARLENE EBANKS

-and-

ALITHA CAMPBELL and MICHAEL CAMPBELL



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 [ ]

---

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 judgement entered by the Plaintiff (*tick box*)  
Yes [ ]

---

Service of the Writ is acknowledged accordingly

(signed) \_\_\_\_\_

[Attorney] for

[Defendant in Person]

Address for service:

*Please see over leaf.....*

