

**IN THE GRAND COURT OF THE CAYMAN ISLANDS**

CAUSE NO: 427 OF 1995

**Between:**

**G. W. HOLDINGS LTD.  
(hereinafter "GW")**

**Plaintiff**

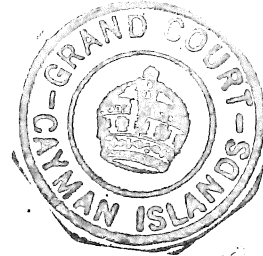
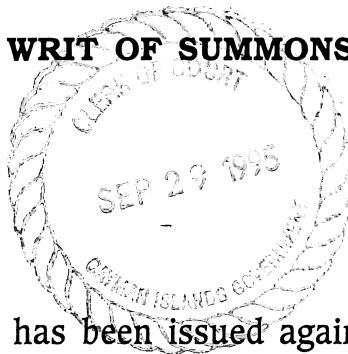
**-and-**

**MERLENE McGAW  
(hereinafter "Webb")**

**Defendant**

**WRIT OF SUMMONS**

TO: Merlene McGaw  
I.C.W.I.  
Global Building  
P.O. Box 461, G.T.  
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 fourteen (14) days after the service of this Writ, including the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495, G.T., 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 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 29<sup>th</sup> day of September, 1995 .

**NOTE** - This Writ may not be served later than four (4) calendar months (or, if leave is required to effect service out of the jurisdiction, six (6) months) beginning with the date of issue unless renewed by order of the Court.

**IMPORTANT**

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

## STATEMENT OF CLAIM

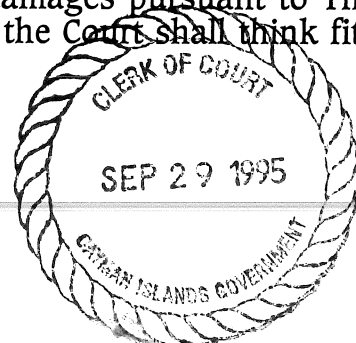
1. GW is a company incorporated pursuant to the laws of the Cayman Islands, carries on business as a contractor of construction services and has its offices located in the town of George Town, Grand Cayman.
2. McGaw is a business woman who resides in the Town of George Town.
3. By a contract made between GW and McGaw contained in a written agreement executed the 31st day of January, 1995, GW agreed to construct a residential home for McGaw located at Prospect Block 25B Parcel 295 for a price of CI \$ 90,000.
4. Pursuant to the contract GW began work on the house on or about the second week of February, 1995.
5. Wrongfully, and in breach of contract McGaw purported to determine the contract and orally told GW and their workmen to leave the site and changed the locks to the house which was materially complete, thereby preventing GW from gaining access to the site in order to complete the construction.
6. McGaw thereby repudiated the contract.
7. Despite several requests, orally and in writing, made by GW to McGaw, to be permitted to complete the few minor tasks left to fulfil the terms of the contract, McGaw has refused to permit GW or it's workmen to re-enter the premises. GW has accordingly accepted the repudiation.
8. GW has thereby suffered loss and damage.

### PARTICULARS OF DAMAGE

Work done and materials supplied to the contract, full particulars of which shall be provided prior to the trial of this action;

Loss of profit;

9. GW is entitled to and claims interest on the said damages pursuant to The Judicature Law, at such rate and for such period as the Court shall think fit.

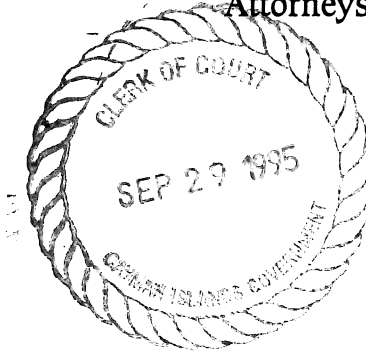


**AND THE PLAINTIFF CLAIMS:**

1. Damages for breach of contract;
2. Interest thereon pursuant to paragraph 9 hereof in accordance with The Judicature Law;
3. Such further and/or other relief as this Honourable Court deems just;
4. Costs.

DATED this 29<sup>th</sup> day of September, 1995.

Collins Broadhurst & Furniss  
Collins Broadhurst & Furniss  
Attorneys-at-Law for the Plaintiff



**STATEMENT AS TO INTEREST:**

- (i) The Prescribed Rate is 8 3/8 %;
- (ii) The date from which the interest is calculated is the    th day of September, 1995.

THIS WRIT AND STATEMENT OF CLAIM WAS ISSUED BY COLLINS BROADHURST & FURNISS, ATTORNEYS-AT-LAW FOR THE PLAINTIFF HEREIN, WHOSE ADDRESS FOR SERVICE IS ELIZABETHAN SQUARE, P.O. BOX 2503, GEORGE TOWN, GRAND CAYMAN.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO:                      OF 1995

Between:

G. W. HOLDINGS LTD.  
(hereinafter "GW")

Plaintiff

-and-

MERLENE McGAW  
(hereinafter "Webb")

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 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:

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2. State whether the Defendant intends to contest the proceedings (*tick appropriate box*)

Yes [ ]                      No [ ]

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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 [ ]

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Service of the Writ is acknowledged accordingly

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

[Attorney] for

[Defendant in Person]

Address for service:

*Notes on address for service*

*Attorney: where 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 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 Plaintiff's Attorney  
(or by Plaintiff if suing in person)  
of his name, address and reference,  
if any, below.*

Collins Broadhurst & Furniss  
Attorneys-at-Law  
Elizabethan Square  
P.O. Box 2503, G.T.  
Grand Cayman

*Endorsement by Defendant's Attorney  
(or by Defendant if suing in person)  
of his name, address and reference,  
if any, below.*

**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.