

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

**CAUSE NO. 734 OF 1998**

**BETWEEN**            **PAUL RAMOON**  
                              **[t/a Ramoon Construction]**

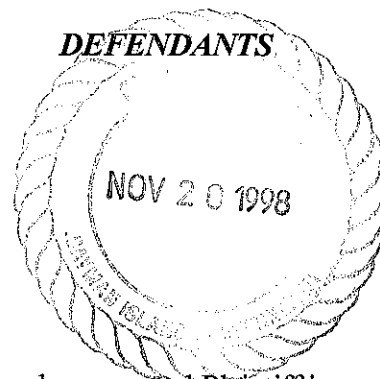
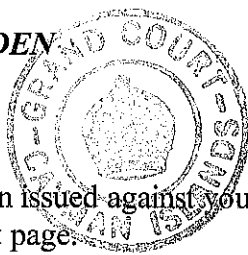
**PLAINTIFF**

**AND**                    **Mr. & Mrs. PERNELL BODDEN**

**DEFENDANTS**

**WRIT OF SUMMONS**

**TO: Mr. & Mrs. PERNELL BODDEN**  
**c/o George Town Fire Station**  
**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 14 days after 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 return the Acknowledgement within the time stated, or if you 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 20 day of NOV. 1998

***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.

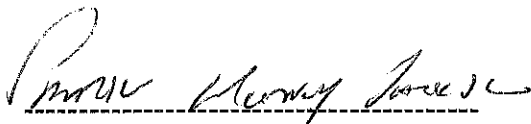
***IMPORTANT***

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

**ENDORSEMENT**

The Plaintiff claims against the Defendants to recover the sum of CI\$14,680.00, being the outstanding sum due and outstanding as a consequence of a breach of an agreement entered into between the parties, whereby the Plaintiff was required to construct a dwelling house for the Defendants at Registration Section Spotts Block 24E Parcel 183 and which agreement was wrongfully repudiated by the Defendants on or about the 20<sup>th</sup> day of October 1997.

Dated the 4<sup>th</sup> day of November 1998

A handwritten signature in cursive script, appearing to read "Samson Murray Jackson", written over a horizontal dashed line.

SAMSON MURRAY JACKSON  
Plaintiff's Attorneys-at-Law

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   **[t/a Ramoon Construction]**                    **PLAINTIFF**

**AND**                            **Mr. & Mrs. PERNELL BODDEN**                    **DEFENDANTS**

**STATEMENT OF CLAIM**

1. At all material times the Plaintiff, trading under the name Ramoon Construction, carried on business as a building contractor, and the Defendants were the owners of property being Registration Section Spotts Block 24E Parcel 183 (hereinafter referred to as "the Property").
2. Consequent on a bid for CI\$66,400.00 made on or about the 16<sup>th</sup> day of April 1997, by the Plaintiff, the Defendants agreed with the Plaintiff that the Plaintiff should commence the construction of a dwelling house for the Defendants on the property, in the bid amount of CI\$66,400.00.
3. The Plaintiff commenced upon the said work and proceeded as far as having only to complete the following items:  
  
    Dry wall finish and painting;  
    Tiling of floor;  
    Building of septic tank;  
    Installation of lighting fixtures; and  
    Completion of plumbing fixtures.
4. It was a term of the agreement between the parties that the Plaintiff would draw down such funds from the Defendants Bankers, Bank of Nova Scotia, as were required from time to time, in agreed amounts, to carry out various aspects of the works.
5. In or about the month of October 1997 the Plaintiff attempted to make the necessary draw down to complete the works mentioned in paragraph 3 hereof and was informed by the said Bank that the Defendants had instructed them to make no further payments to the Plaintiff as the Defendants had decided to have other persons complete the said works.

6. That the Plaintiff subsequently discovered that the Defendants had hired the services of sub-contractors to complete the said works, in breach of the agreement between the parties.
7. That the Defendants in acting as alleged in paragraphs 5 and 6 hereof repudiated the agreement between the parties, which repudiation the Plaintiff accepted by later dated 20<sup>th</sup> October 1997.
8. As a result of the matters aforesaid, the Plaintiff has suffered loss and damage as particularised below:

**Particulars of Loss/Damage**

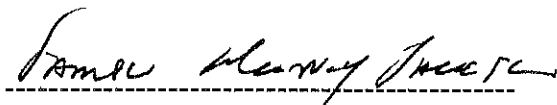
Difference between CI\$66,400.00 the price agreed between the Plaintiff and the Defendants, and CI\$51,880.00 the price received by the Plaintiff from the Defendants prior to the repudiation of the contract by the Defendants, namely CI\$14,520.00.

9. Despite repeated demands from the Plaintiff to the Defendants for payment of the said sum they have failed to comply with the same, despite various promises from them to settle the said demand.

***AND THE PLAINTIFF CLAIMS:***

1. The sum of CI\$14,520.00;
2. Interest at the prevailing rates under the Grand Court Rules 1995;
3. Costs.

Dated this 16<sup>th</sup> day of November 1998



SAMSON MURRAY JACKSON

THIS WRIT and STATEMENT OF CLAIM was issued by Samson Murray Jackson, Attorneys-at-Law, for the Plaintiff, whose address for service is that of his said Attorneys-at-Law, The Ground Floor (West Wing) Sigma Building, Smith/Hospital Roads, George Town, Grand Cayman.

*IN THE GRAND COURT OF THE CAYMAN ISLANDS*

*CAUSE NO. 734 OF 1998*

*BETWEEN PAUL RAMOON  
[t/a Ramoon Construction] PLAINTIFF*

*AND Mr. & Mrs. PERNELL BODDEN DEFENDANTS*

**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.

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1. State the name of the Defendant by whom or on whose behalf the service of this Writ is being acknowledged.

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2. State whether the Defendant intends to contest the proceedings (tick the 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 judgement 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:

*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 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 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:*

**SAMSON MURRAY JACKSON**  
The Ground Floor (West Wing) Sigma Building  
Smith/Hospital Roads, George Town, Grand Cayman  
P.O. Box 10067 APO, Cayman Islands, 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:*