

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 105 OF 1999

BETWEEN: WATER AUTHORITY - CAYMAN Plaintiff
AND: (1) W. ANTHONY CONNOLLY (as Administrator)
(2) JANICE AVERIL SMITH (as Administratrix)
(3) HILDAGARD SMITH
(4) TROY SMITH Defendants

WRIT OF SUMMONS

TO: W. ANTHONY CONNOLLY
George Town,
Grand Cayman
AND TO: JANICE AVERIL SMITH
George Town,
Grand Cayman
AND TO: HILDAGARD SMITH
c/o Education Department
Grand Cayman
AND TO: TROY SMITH
George Town,
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 days [14] 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 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 19th day of February, 1999.

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 Statutory Body incorporated by Law No. 18 of 1982 in the Legislative Assembly of the Cayman Islands. The Plaintiff provides the services of water supply and sewage disposal.
2. The First and Second Defendants are the Administrators of the Estate of the late Woodrow Smith and are the registered Proprietors on the Land Register. Under law, they are ultimately responsible for debts arising for services to the Property.
3. The Third Defendant signed the Connection Agreement with the Plaintiff on or about the 24th April 1995 for the supply of sewerage services to the location on West Bay Road Block 13E, Parcel 91 "Woodrow Smith Apartments". Account no. 80044-AA01 was established ("the Account").
4. The Fourth Defendant on or about 30th July 1998, signed a Payment Agreement accepting responsibility for the repayment of the arrears and the continued service to the apartments.
5. The said account is presently in arrears in the amount of CI\$2,681.21 representing unpaid bills for sewerage supply service provided by the Plaintiff to the said location, including amounts for accrued interest.
6. The Plaintiff's claim is for all monies due and owing by the Defendant for services rendered by the Plaintiff to the Defendant and for interest at the rate of 1½% calculated on the monthly outstanding balance as under the terms of the Connection Agreement between the Plaintiff and the Defendant.

PARTICULARS

1. The Plaintiff claims the sum of CI\$2,681.21 being the amount presently owing on account no. 80044-AA01 for sewerage services provided by the Plaintiff to the Defendant.
2. In addition, the Plaintiff further claims monthly interest accruing on the account at the rate of 1½% on the outstanding balance until the matter has been settled.

AND THE PLAINTIFF CLAIMS AGAINST THE DEFENDANT:-

1. The said sum of CI\$2,681.21 being the amount outstanding on the account.
2. The minimum monthly charge due on each account until the matter has been settled.
3. Interest on the said sum aforesaid from the date hereof until judgment or sooner payment at the rate of 1.5% compounded monthly.
4. Costs to be taxed if not agreed.

DATED this 19th day of February, 1999.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of CI\$3,000.00 (including interest and costs) further proceedings will be stayed. The money must be paid to the Plaintiff or his Attorney.

Quin & Hampson

QUIN & HAMPSON

Attorneys-at-Law for the Plaintiff

THIS WRIT was issued by Messrs. Quin & Hampson, attorneys-at-law for and on behalf of the Plaintiff whose address for service and correspondence is c/o its attorneys-at-law, Third Floor, Harbour Centre, PO Box 1348, George Town, Grand Cayman, B.W.I.

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 installments 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 his 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.

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.

Messrs. Quin & Hampson
Attorneys-at-Law
Harbour Centre, Second Floor
P.O. Box 1355
George Town,
GRAND CAYMAN

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

[Empty box for defendant's attorney indorsement]