

IN THE GRAND COURT OF THE CAYMAN ISLANDS

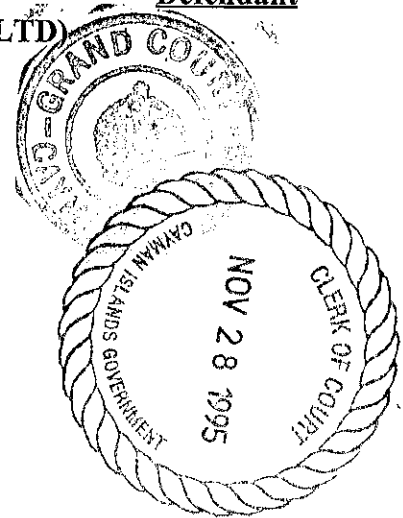
CAUSE NO. 508 OF 1995

BETWEEN: **ISLAND COMPANIES LTD** **Plaintiff**

AND: **PAUL RAMOON** **Defendant**  
(trading as **RAMOON'S CONSTRUCTION LTD**)

**WRIT OF SUMMONS**

TO: Paul Ramoon  
(trading as Ramoon's Construction Ltd)  
PO Box 648  
George Town  
Grand Cayman  
British West Indies



**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 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 Acknowledgement 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 at George Town this 28<sup>th</sup> day of November 1995.

NOTE - This Writ may not be served later than 4 calendar 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

The Plaintiff's claim against the Defendant is in respect of a contract of works entered into between the Plaintiff and the Defendant whereby the Defendant agreed to undertake certain building works at the Plaintiff's leased premises at the Anchorage Centre, George Town at an agreed contract price of CI\$23,788.00. The Plaintiff advanced certain monies to the Defendant who, subsequently in breach, repudiated the said contract and therefore remains indebted, after deduction of works completed by the Defendant, to the Plaintiff in the sum of CI\$16,539.45.

If within the time for returning the Acknowledgement of Service, the Defendant pays the total amount claimed of CI\$16,539.45 (including interest and costs) further proceedings will be stayed. The money must be paid to the Plaintiff or his Attorney.

THIS WRIT was issued by Bruce Campbell & Co., Attorneys-at-Law for the Plaintiff, whose address for service is P.O. box 8899, Forth Floor, The Bank of nova Scotia Building, George Town, Grand Cayman (Tel: 949 2648 Fax: 949 8613)



IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. OF 1995

BETWEEN: ISLAND COMPANIES LTD

Plaintiff

AND: PAUL RAMOON  
(trading as RAMOON'S CONSTRUCTION LTD)

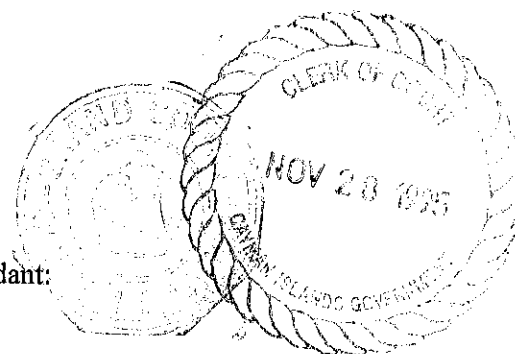
Defendant

## STATEMENT OF CLAIM



The Plaintiff by its Attorneys-at-Law says as follows:

1. The Plaintiff is and was at all material times a company incorporated under the Companies Law (Revised) of the Cayman Islands and carries on the business of, inter alia, operating retail outlets in and about Grand Cayman, Cayman Islands.
2. The Defendant is and was at all material times trading as Ramoon's Construction Ltd of PO Box 648, George Town, Grand Cayman.
3. On or about 13th day of October 1995 the Defendant tendered to the Plaintiff a written estimate for certain reconstruction works ("the works") to be undertaken by the Defendant at the Plaintiff's leased premises at the Anchorage Centre, George Town, Grand Cayman at a contract price of CI\$23,788.00 ("the contract price").
4. The Plaintiff duly accepted the Defendant's written estimate on or about the 13th day of October 1995 ("the contract").



5. Pursuant to the said contract the Plaintiff paid to the Defendant:
- (i) on or about the last week of October 1995 the sum of CI\$4,245.45, to enable the Defendant to purchase tools and equipment for himself, so as to undertake the works, and for which the said sum was to be deducted from payment of the contract price; and
  - (ii) on or about the 3rd day of November 1995 the sum of CI\$20,044.18 comprising, inter alia, a partial payment of CI\$14,894.00 towards payment of the contract price.

for total payments by the Plaintiff to the Defendant of CI\$19,139.45 (“the total payment”).

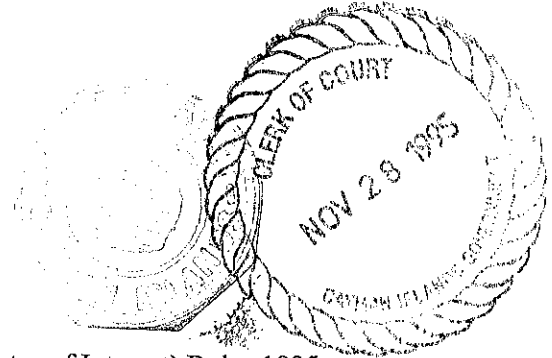
6. On or about the 3rd day of November 1995 the Defendant commenced the works.
7. On or about the 8th day of November 1995 the Defendant ceased to continue the said works whereby the Defendant repudiated the said contract.
8. The Plaintiff subsequent sought and obtained a valuation of the works undertaken and completed by the Defendant prior to his repudiation of the contract, such works being valued at CI\$2,600.00 (“the completed works”).
9. After deduction of the value of the completed works from the total payment there is due and owing by the Defendant to the Plaintiff the sum of CI\$16,539.45 as follows:

Total payment	CI\$19,139.45
LESS: Completed works	<u>CI\$2,600.00</u>
	CI\$16,539.45

10. Despite demand having been made by the Plaintiff, the Defendant has failed, refused and/or neglected to pay the said sum of CI\$16,539.45.
11. The Plaintiff is entitled to interest on the said sum of CI\$16,539.45 at the rate prescribed by the Judgement Debts (Rates of Interest) Rules 1995.

WHEREFORE, the Plaintiff claims against the Defendant:

- (1) Judgement in the sum of CI\$16,539.45.
- (2) Interest at the rate prescribed by the Judgement Debt (Rates of Interest) Rules 1995.
- (3) Costs.
- (4) Such further or other relief as this Honourable Court deems just.



DATED at George Town this 27th day of November 1995.

*Bruce Campbell + Co*  
**BRUCE CAMPBELL & CO**  
Attorneys at Law  
for the Plaintiff

TO : The Clerk of the Court

AND TO : The Defendant

THIS WRIT was issued by Bruce Campbell & Co, Attorneys at Law for the Plaintiff herein whose address for service is Fourth Floor, Bank of Nova Scotia Building, PO Box 884, George Town, Grand Cayman. (Telephone 949 2648 Facsimile 949 8613)