

IN THE GRAND COURT OF THE CAYMAN ISLANDS

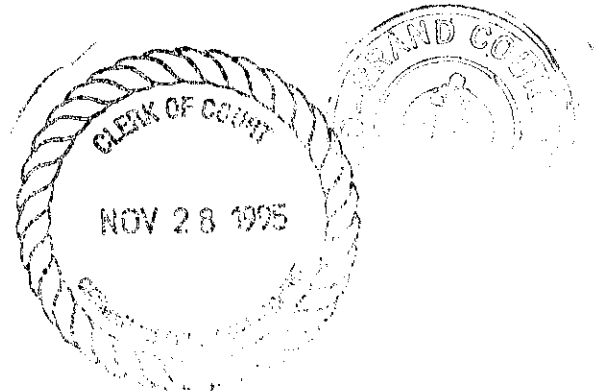
CAUSE NO. 507 OF 1995

BETWEEN: ELSA M. TERRY PLAINTIFF

AND: NEVILLE ANTONIO FAULKNOR DEFENDANT

WRIT OF SUMMONS

TO: Neville Antonio Faulknor
OF: Apalachee Correctional Institution
(off Highway 90)
P.O. Box 699, Sneads, Florida 32460
U.S.A.



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 30 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 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.

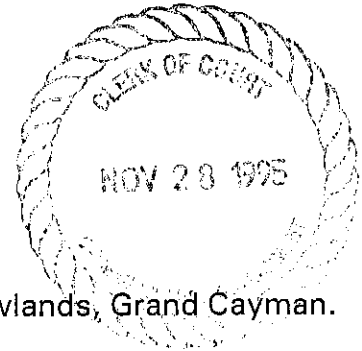
Issued this 28th day of November 1995.

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.

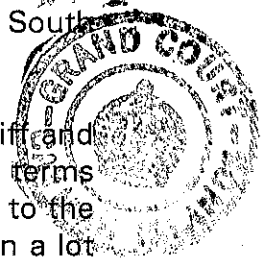
IMPORTANT

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

STATEMENT OF CLAIM



1. The Plaintiff is a bank official who resides in Spotts - Newlands, Grand Cayman.
2. The Defendant is a building contractor doing business as "Faulknor Construction" who is ordinarily resident in Bobby Thompson Way, South Church Street, George Town, Grand Cayman.
3. By a contract partly oral and partly in writing made between the Plaintiff and the Defendant in late May, 1994, the Defendant agreed subject to the terms therein appearing and as agreed orally between the parties and subject to the plans and drawings thereto annexed to build a house for the Plaintiff on a lot located in Spotts-Newlands, Grand Cayman, and to complete the same to the Plaintiff's satisfaction within 3 1/2 months from the date of payment of the first instalment which was the 2nd June, 1994. In other words, the completion date, as agreed, was mid-September.
4. In breach of contract the Defendant before the house was completed, namely on or about the 14th September, abandoned the work and has never completed the same.
5. By letter dated the 28th September, 1994 addressed to "Faulknor Construction" the Plaintiff's attorneys-at-law asked inter alia that the Defendant indicate his proposals to complete the construction of the Plaintiff's house. No response was received to this letter.
6. By reason of the Defendant's breach or repudiation of the contract the Plaintiff has been compelled to employ another contractor to complete the house at greatly increased cost and has been deprived of the use of the house from mid-September, 1994 by which time the house should have been completed until mid-March, 1995 when the house was completed and was fit for occupation. The Plaintiff has been put to great inconvenience and additional expense and has suffered loss and damage as a consequence.



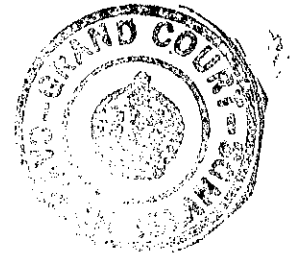
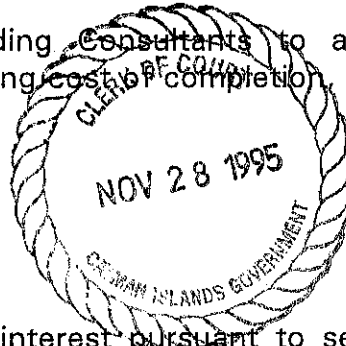
PARTICULARS OF LOSS AND DAMAGE

- (i) The increased basic cost to the Plaintiff to have the house completed was approximately CI\$70,000.00, inclusive of additional interest and bank charges. Of the agreed contract price of CI\$115,000.00 the Plaintiff had paid to the Defendant sums totalling CI\$103,000.00. The Plaintiff's house loan with Cayman National Bank is approximately CI\$177,000.00.

- (ii) Employment of Trinjam Building Consultants to assist in valuing uncompleted work and assessing cost of completion, to date: CI\$330.00

AND THE PLAINTIFF claims:-

1. Damages for breach of contract;
2. Pre-judgment and/or post-judgment interest pursuant to section 34 of the **Judicature Law (1995 Revision)**;
3. Costs;
4. Further and/or other relief.



Hunter & Hunter
Hunter & Hunter
Attorneys-at-law for the Plaintiff

28/11/95

THIS WRIT was issued by Hunter & Hunter, attorneys-at-law for the Plaintiff herein whose address for service is The Huntlaw Building, Fort Street, P.O. Box 190, George Town, Grand Cayman

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 instalments 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 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: 507 OF 1995

BETWEEN: ELSA M. TERRY

PLAINTIFF

AND: NEVILLE ANTONIO FAULKNER

DEFENDANT



ACKNOWLEDGMENT 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.

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 judgment entered by the Plaintiff (tick box).

[] yes

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 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 communication 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.

Hunter & Hunter
PO Box 1906
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.

