

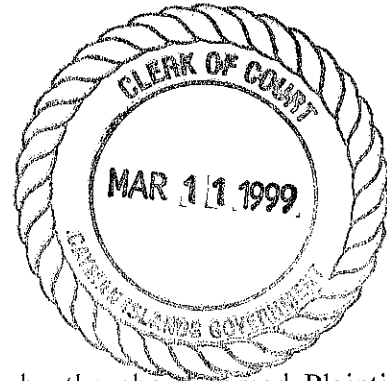
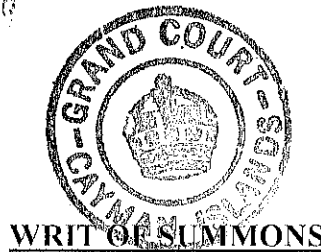
IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 175 OF 1999

BETWEEN: WOOD'S FURNITURE & DESIGN LTD PLAINTIFF

AND: PENNY CUMBER DEFENDANT

To: Mrs Penny Cumber
 c/o Cayman Villas
 Airport Road
 PO Box 681 GT
 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 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 Plaintiffs may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 11th day of March 1999.

NOTE – This Writ may not be served later than 4 calendar months (of, 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.

STATEMENT OF CLAIM

1. The Plaintiff is a local company engaged in the business of furniture sales and interior design. They have a place of business at Eastern Avenue and the Airport Industrial Park, George Town, Grand Cayman.

2. The Defendant is domiciled in the Cayman Islands and resides at Spotts, Grand Cayman.

3. By letters dated 10th and 25th September 1997, the Plaintiff offered to provide design services, prepare concept drawings and material specifications for the renovation and refurbishing of the master bedroom to the Defendant's house. Said services included obtaining tenders for the construction work, selecting an appropriate contractor, supervising the construction work, supplying furniture, drapery, lighting and decorative elements, and coordinating and supervising their installation. The Plaintiff offered to carry out said works including the construction works and to supply said goods on an estimated total budget of CI\$103,830.00. The Defendant accepted said offer in writing on 26th September 1997.

4. The cost of the construction works were as specified in the Plaintiff's Sales Order No. 11192 and amounted to CI\$63,830.00 plus the Plaintiff's design fee of CI\$3,191.50 for a total of CI\$67,021.50. Said construction works included changing the location of interior walls in the Defendant's house, replacing and upgrading all existing plumbing fixtures, replacing and adding to the existing electrical lighting, replacing existing floor materials and upgrading with ceramic tile and new carpet, the construction of an atrium area and whirlpool deck, installation of upgraded crown moldings and baseboards, installation of new doors and the construction and installation of new custom built bathroom cabinetry and repainting of all walls and ceilings. The cost of interior

furnishings ordered by the Defendant are as specified in Sales Order No. 11257 and 11569 at an agreed price of CI\$46,200.00.

5. The Plaintiff employed Olson Construction, George Town, Grand Cayman (“the Contractor”) for the construction work. After several delays, the Contractor eventually commenced the work on or about December 1997. Due to further delays by the Contractor in completing the works, the Plaintiff was compelled in June 1998 to employ another contractor to complete the work. The construction work was substantially completed on 31 August 1998. The interior furnishings were delivered during the period May 11 to June 10, 1998, with practical completion of the contract achieved on or about 17 November 1998.
6. The Defendant has paid deposits totaling CI\$56,610.76 in respect of the agreed contract price, leaving a balance outstanding of CI\$56,610.74.
7. During the course of the works, the Defendant orally instructed the Plaintiff to carry out additional work to that previously agreed, including the preparation of concept drawings and specifications for the installation of custom built cabinets to her bedroom closet and to generally supervise their manufacture and installation.
8. The Plaintiff prepared supplementary drawings for said additional work on or about 1 December 1997. Said drawings were approved by the Defendant and as a result, the Plaintiff proceeded with the works.
9. It was an express or alternatively implied term of the contract between the Plaintiff and Defendant that the Defendant would pay a reasonable price for said additional works. The Plaintiff claims the sum of CI\$26,662.00 is a reasonable charge for said works.
10. It was an express condition of the original contract that the Plaintiff would be entitled to charge interest at the rate of 2% per month on all amounts past due and in the event the Plaintiff prevailed in any action for recovery of an outstanding account, they would be

entitled to their reasonable attorneys fees. The Plaintiff's Invoice No. 111798 in respect of the original contract and additional works was past due on 1 December 1998. Interest is payable at the rate of CI\$37.22 per diem in respect of the sum of CI\$56,610.74.

11. The Plaintiff is entitled to claim interest on any sum found due under paragraph 9 hereof pursuant to Section 34 of the Judicature Law (1995 Revision) at such rate and for such period as the Court shall think fit.

AND THE PLAINTIFF CLAIMS:

1. Under paragraphs 6 and 10, the sum of CI\$56,610.74 together with interest at the rate of CI\$37.22 per diem from 1st December 1998 until payment.
2. Under paragraph 9, the sum of CI\$26,662.00 together with interest on said sum pursuant to paragraph 11 hereof.
3. Under paragraph 10, such reasonable attorneys fees incurred by the Plaintiff as the Court shall think fit.
4. Costs.

Dated this 11th day of March 1999.

C.S. Gill & Co.
C.S. GILL & CO.
Attorneys-at-Law for the Plaintiff

This Writ of Summons was filed by C.S. Gill & Co., Attorneys-at-Law for the Plaintiff herein whose address for service is 4th Floor Genesis Building, PO Box 945 GT, Grand Cayman, Cayman Islands, BWI.

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.

C.S. GILL & CO.
4th Floor Genesis Building
PO Box 945
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]

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, PO Box 495G, George Town, 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 endorsed 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 the 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 Acknowledgement of Service, that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgement, 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

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 of 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.