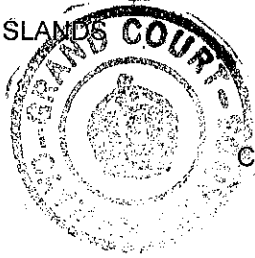


IN THE GRAND COURT OF THE CAYMAN ISLANDS



CAUSE NO. 525 OF 1995

BETWEEN: ANDRO INFRASTRUCTURE LTD. Plaintiff  
AND: HURLSTONE CONSTRUCTION LTD. Defendant

**WRIT OF SUMMONS**

TO: HURLSTONE CONSTRUCTION LTD.  
Registered Office: c/o Trident Trust Co. (Cayman) Ltd.,  
P.O. Box 847,  
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 495, 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 8<sup>th</sup> day of December, 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**

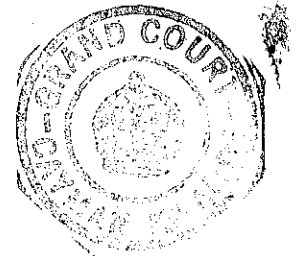
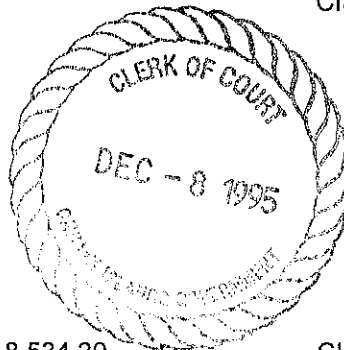
Directions for Acknowledgment of Service are given with the accompanying form.

**INDORSEMENT OF CLAIM**

The Plaintiff is an Electrical Contractor. The Plaintiff claims the sum of CI\$188,534.29 being the sum or sums due from the Defendant for work done and materials supplied to the Defendant by the Plaintiff at the Defendant's request in connection with the building of the new Cayman Islands Hospital. The Plaintiff also claims pre-judgment interest from the 19th April, 1993 to the date of filing this Writ at the statutory rate as particularised below. The Plaintiff also claims pre-judgment interest from the filing of the Writ to judgment at the rate of 8-3/8% (8.375%). The Plaintiff also claims post-judgment interest at the prescribed rate and costs.

**PARTICULARS**

- |         |  |                        |                        |
|---------|--|------------------------|------------------------|
| (a)     | Agreed mobilization fee  | CI\$100,000.00         |                        |
|         | Less amount paid   | CI\$ <u>30,000.00</u>  |                        |
|         | Balance  |                        | CI\$ <u>70,000.00</u>  |
| (b)     | To work done and materials supplied between, September and December, 1992 full particulars of which were delivered to the Defendant on the final account | CI\$ <u>118,534.29</u> | CI\$ <u>118,534.29</u> |
| (c) (i) | Pre-judgment interest the from 19th April, 1993 until 31st December, 1993 being 275 days @ 8.375% at the rate of CI\$43.25 per day                       | CI\$ 11,893.75         |                        |

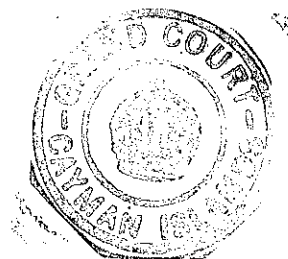


TOTAL

(ii) Pre-judgment interest from the 1st January, 1994 until the 31st December, 1994 at the rate of 8.375%	CI\$ 15,789.74	
(i) Pre-judgment interest from the 1st January, 1995 until the 7th December, 1995 at the rate of 8.375% (341 days @ 8.375% @ the rate of CI\$43.25 per day)	CI\$ 14,748.25	<u>CI\$ 42,431.74</u>
		<u>CI\$230,966.03</u>

*Quin & Hampson*

QUIN & HAMPSON  
Attorneys-at-Law for and on behalf of  
the Plaintiff



**THIS WRIT** was issued by Quin & Hampson, Attorneys-at-Law for the Plaintiff, whose address for service is that of his said attorneys-at-law, Harbour Centre, Third Floor, P.O. 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 the 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 acknowledging service of the Writ, unless in the meantime a summons for judgment is served on the Defendant.

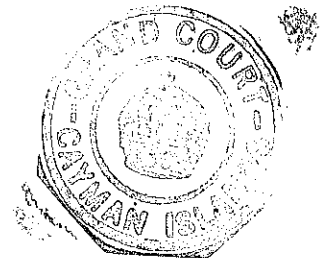
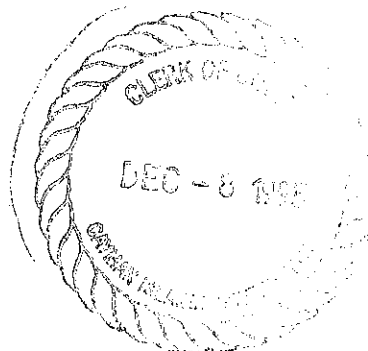
If a Statement of Claim is endorsed on the Writ, the Defence need not be served until 14 days after a Statement of Claim has been served on the Defendant.

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***



IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 525 OF 1995

BETWEEN:                    ANDRO INFRASTRUCTURE LTD.                    Plaintiff

AND:                         HURLSTONE CONSTRUCTION LTD.                    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.

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

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2. State whether the Defendant intends to contest the proceedings (*tick 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 judgment entered by the Plaintiff (*tick box*)

yes

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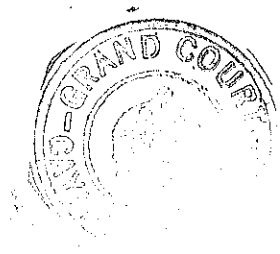
Service of the Writ is acknowledged accordingly

(Signed).....

[Attorney] for

[Defendant in person]

Address for service:



*Please complete overleaf*

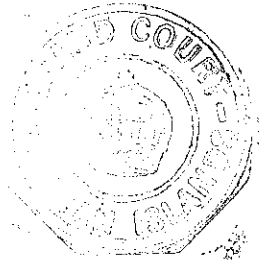
**Notes on address for service**

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 box number and the physical address of his residence or, if 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.*

**Quin & Hampson  
Attorneys-at-Law  
Harbour Centre, Third Floor  
P.O. Box 1348  
George Town,  
Grand Cayman,  
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.*

[Empty box for defendant's attorney indorsement]

IN THE GRAND COURT OF THE CAYMAN ISLANDS

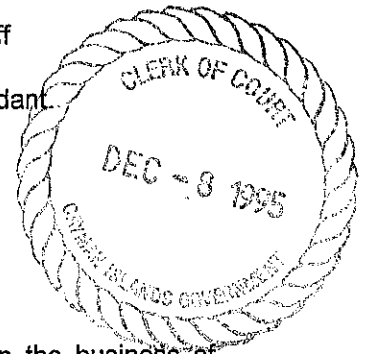
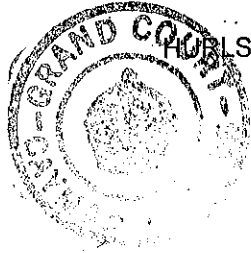
CAUSE NO. 525 OF 1995

BETWEEN: ANDRO INFRASTRUCTURE LTD.

Plaintiff

AND: HOBBS STONE CONSTRUCTION LTD.

Defendant



**STATEMENT OF CLAIM**

1. The Plaintiff is a company incorporated in the Cayman Islands and carries on the business of electrical and mechanical sub-contractors in the Cayman Islands.
2. The Defendant is a company incorporated in the Cayman Islands and was at all material times awarded the contract to build a new Cayman Islands Hospital (the "Project") work on which commenced in September, 1992.
3. The Plaintiff says at that the time of the commencement of the work in September, 1992 there was no final signed contract between the Health Services Authority (hereinafter referred to as the "owner") and the Defendant. The Plaintiff further says that the main contract for the Project was signed on the 17th November, 1992.
4. The Plaintiff says that after the Elections on the 18th November, 1992 the Government changed and the new Government resolved to fulfill an election promise and stop the project and as a result all work at the site ceased on the 23rd December, 1992. The Plaintiff says that between September, 1992 and December, 1992 it had commenced work on the said Hospital as sub-contractor at the request of the Defendant. The Plaintiff further says that the Defendant agreed to pay to the Plaintiff the sum of \$100,000.00 by way of mobilization.

5. The Plaintiff says that an initial payment of CI\$30,000.00 was made on the 16th November, 1992 by the Defendant to the Plaintiff leaving a balance due of CI\$70,000.00.

6. The Plaintiff says that by the time the work on the Project ceased the Plaintiff had performed the following services at the request of the Defendant:-

- (i) Preparation of electrical drawings for the project;
- (ii) Submitting electrical drawings to the Electrical Inspector;
- (iii) Submitting specifications to the Electrical Inspector;
- (iv) Installation of sub-feeder conduits;
- (v) Preparation of some branch conduit;
- (vi) Performing work under the foundations;
- (vii) Preparation of submittals, confirmation of material prices, and preparation of working drawings;
- (viii) Resolution of queries with the engineers for the project.



7. The Plaintiff says that the Defendant continued working and submitting accounts for payment up until 23rd December, 1992.

8. The Plaintiff says that the Government Minister responsible announced the cancellation of the project and the main contract was subsequently terminated and the Plaintiff was instructed to demobilize the site. The Plaintiff further says that it terminated the work and demobilized the site.

9. The Plaintiff was instructed by the Defendant to prepare a claim for compensation for the terminated works and the costs associated with closing the site.



10. The Plaintiff also claims the sum of CI\$118,534.29 being the balance due from the Defendant for work done and materials supplied by the Plaintiff to the Defendant at his request.

**PARTICULARS**

September, 1992 to March, 1993 To work done and materials supplied between the said dates, full particulars of which were delivered to the Defendant on the 19th April, 1993.

11. The Plaintiff also claims pre-judgment interest from the 19th April, 1993 until the 7th December, 1995 at the statutory rate of 8-3/8% (8.375%) and thereafter until judgment at the daily rate of CI\$43.25 per day. The Plaintiff also claims post-judgment interest at the same rate.

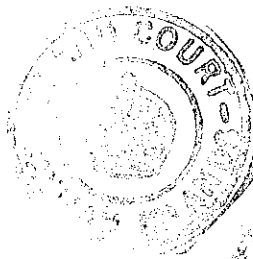
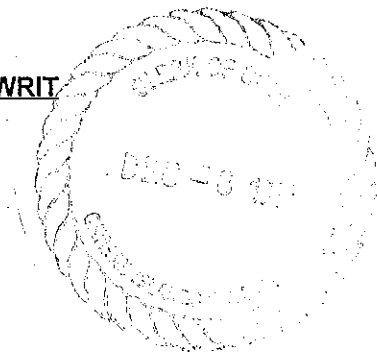
**PARTICULARS OF PRE-JUDGMENT INTEREST TO FILING OF WRIT**

(a) Pre-judgment interest the from 19th April, 1993 until 31st December, 1993 being 275 days @ 8.375% at the rate of CI\$43.25 per day

CI\$ 11,893.75

(b) Pre-judgment interest from the 1st January, 1994 until the 31st December, 1994 at the rate of 8.375%

CI\$ 15,789.74



(c) Pre-judgment interest from the  
1st January, 1995 until the  
7th December, 1995 at the rate of  
8.375% (341 days @ 8.375% @ the  
rate of CI\$43.25 per day)

CI\$ 14,748.25

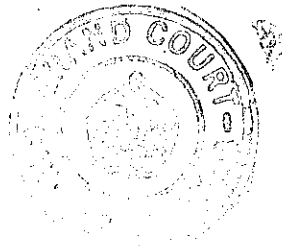
TOTAL

CI\$ 42,431.74

*Quin & Hampson*

QUIN & HAMPSON

Attorneys-at-Law for and on behalf of  
the Plaintiff



**THIS STATEMENT OF CLAIM** was issued by Quin & Hampson, Attorneys-at-Law for the Plaintiff, whose address for service is that of his said attorneys-at-law, Harbour Centre, Third Floor, P.O. Box 1348, George Town, Grand Cayman, B.W.I.