

Writ of Summons (O.6, r.1)

IN THE GRAND COURT OF THE CAYMAN ISLAND
HOLDEN AT GEORGE TOWN, GRAND CAYMAN

CAUSE NO. ⁵⁹¹ OF 1999.

BETWEEN GREGORY RANKINE PLAINTIFF
AND: BLUE REEF LTD. DEFENDANT

SPECIALLY ENDORSED WRIT OF SUMMONS

TO: DEFENDANT BLUE REEF LTD. c/o Ironshore Corporate Services Ltd., P. O. Box 1234 GT, Grand Cayman, Cayman Islands

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 Acknowledgment of Service stating therein whether you intend to contest these proceedings.

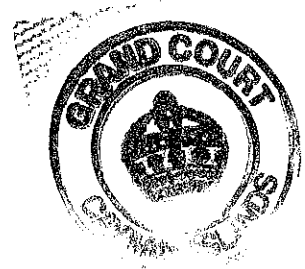
If you fail to satisfy the claim or to return the Acknowledgment within the time stated, or if you return the Acknowledgment without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 21 day of September 1999.

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.



STATEMENT OF CLAIM

1. At all material times the Plaintiff carried on the business of painter and decorator.
2. In or about December 1998, by a contract made orally between the Plaintiff and a director of the company, Mr. J. Fanning, the Plaintiff agreed to carry out restorative work at premises known as Blue Reef Hotel (the "premises") located in Northside
3. It was an implied term of the said contract that the Defendant would pay a reasonable charge for such work.
4. Pursuant to the said contract the Plaintiff carried out the work. A reasonable charge for such work is CI\$17,850.00. The Plaintiff purchased materials, which were used at the premises for the total sum of \$2,834.61.
5. The Defendant has failed to pay to the Plaintiff the sum of CI\$20,684.61 or any part thereof, and there is due and owing to the Plaintiff the said sum of CI\$20,684.61.

PARTICULARS OF MATERIALS SUPPLIED

<u>Company/Store</u>	<u>Items</u>	<u>Price</u>	<u>Date Purchased</u>
1. Ace Paints	Paint – Amex. U.S(\$504.70) charge @ .82=		
		\$413.85	4 th Jan. 1999
	Paint	\$60.00	7 th Jan. 1999
	Paint	\$19.94	1 st Feb. 1999
	Paint Rollers	\$4.54	1 st Feb. 1999
	Paint/Materials	\$85.67	2 nd Feb. 1999
	Paint	\$19.94	11 th Feb. 1999
	Paint	\$47.19	1 st March
	Paint/materials	\$84.30	1 st March
	Paint/brushes	\$8.00	11 th March
	Subtotal:	\$743.43	
2. AL Thompsons	Painting Materials	\$38.55	30 th Dec. 1998
	Hinges/Misc.	\$33.46	12 th Feb. 1999
	5 Toilets/seats	\$550.00	13 th Feb. 1999
	Styrofoam/acro base	607.50	3 rd Feb. 1999
	Show. Hd./fixtures	\$199.17	16 th Feb. 1999
	Elect. Receptacles	\$52.50	18 th Feb. 1999
	Broom/Brush	\$17.50	2 nd Mar. 1999
	Plumbing mat.	\$38.40	4 th Mar. 1999
	Vanish seal	\$9.90	23 rd Mar. 1999
	Sub Total:	\$1,547.08	
3. Cayman Coating	Brushes	\$9.75	1 st Feb. 1999
	Roller	\$3.50	1 st Feb. 1999

	Popcorn spray	\$18.00	1 st Mar. 1999
4. Cayman Glass	14/18 oz. Glasses	\$155.48	2 nd Mar. 1999
5. Cayman Wind/Doors	1/ 6-panel door	\$35.00	11 th Feb. 1999
6. Cox Lumber	Paint/rollers	\$64.26	11 th Feb. 1999
	Electrical material	\$28.38	18 th Feb. 1999
	Paint	\$59.98	1 st Mar. 1999
7. Edie's Décor	Grout/tools/float	\$8.00	1 st Mar. 1999
8. Kirkconnells	Cement/4 bgs	\$25.60	3 rd Feb. 1999
9. Paramount	Grout	\$10.00	1 st Mar. 1999
8. Roper's	Cleaner	\$68.45	23 rd Mar. 1999
9. Uncle Bill's	Blind/trash bgs.	\$16.50	11 th Feb. 1999
	Paint/sand paper	\$9.55	16 th Feb. 1999
	Paint/rollers/tp.	\$31.65	23 rd Mar. 1999
	<u>Subtotal:</u>	<u>\$544.10</u>	

TOTAL: \$2,834.61

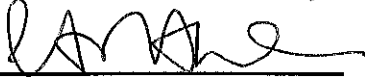
Overseas Telephone calls to Mr. Fanning – Feb. \$84.00

Charge/fee for work done

Painting of upstairs rooms, Hall and stairways	\$6,500.00
Painting of downstairs' office	\$200.00
Sanding and painting of Kitchen, appliances and basement	\$700.00
Removal and installation of toilets (14@ <u>\$125.00</u> ea.)	\$1,750.00
Removal of basins and cabinets (12@ <u>100.00</u> ea.)	\$1,200.00
Installation of basins and cabinets (including additional drywall installation) (12@ <u>225</u>)	\$2,700.00
Plumbing on basins and Cabinets (Faucets, drains – P-Traps, Supply lines) (14@ <u>\$100.00</u>)	\$1,400.00
Installation drywall, knockdown, painting and trims back patio ceiling	\$2,900.00
Painting and trims downstairs lobby area	\$500.00

AND the Plaintiff claims

- (i) The said sum of CI\$20,684.61
- (ii) Further, the Plaintiff claims interest on the sum of \$20,684.61 at 73/8% pa from until judgment or sooner payment, being a daily rate of \$4.18.
- (iii) Fixed costs pursuant to Order 62 r.1 of CI\$500.00 plus the prescribed fee on the issue of the Writ, alternatively costs to be taxed.



BROOKS & BROOKS

THIS WRIT was issued by Clyde H. Allen whose address for service is Brooks & Brooks, Attorneys-At-Law, PO Box 1355, Grand Cayman, Cayman Islands.

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. H. Allen
Brooks & Brooks
Attorneys-At-Law
PO Box 1355 GT
Grand Cayman
Cayman Islands
BWI

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]