

IN THE GRAND COURT OF THE CAYMAN ISLANDS

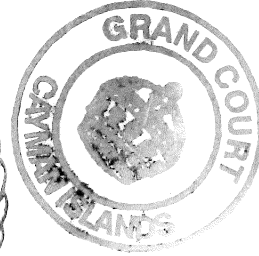
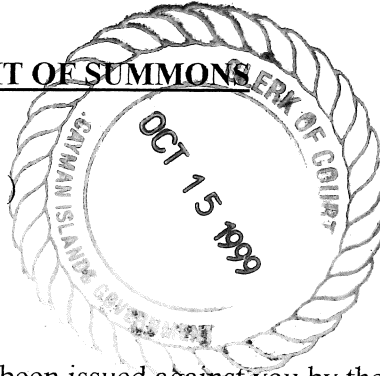
CAUSE NO. 632 OF 1999

BETWEEN: CONSTRUCTION 1 COMPANY LTD PLAINTIFF

AND: CHESTER WATLER DEFENDANT  
( Trading as CHEWAT CONSTRUCTION )

**WRIT OF SUMMONS**

To: Chester Watler  
( trading as Chewat Construction )  
P.O.Box 370SAV  
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 service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Courts Office, P.O.Box 495,G.T.,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 fail to 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 at George Town this 11th day of October, 1999.

NOTE: This Writ may not be served later than four (4) calendar months ( or,if leave is required to effect service out of the jurisdiction,six (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.

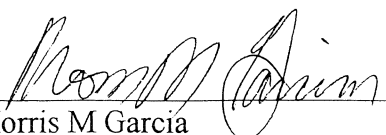
### STATEMENT OF CLAIM

1. The Plaintiff is an ordinary, resident company incorporated in the Cayman Islands and licensed to carry on the business, inter alia, of construction work.
2. The Defendant is and was at all material times a contractor trading as Chewat Construction of P.O.Box 370, Savannah, Grand Cayman
3. In or around July, 1999 the Plaintiff and the Defendant entered into an oral contract ('the contract') for certain construction works ('the works') to be done by the Plaintiff by way of building an extension to the East End Primary School at East End, Grand Cayman at a fixed price of CI\$100,000.00 ('the contract price')
4. The Plaintiff completed the said works in August 1999 and pursuant to the said contract the Defendant paid to the Plaintiff a total sum of CI\$69,000.00 leaving a balance of CI\$31,000.00. The Plaintiff accordingly claims pre-judgment interest from September 1, 1999.
5. Despite demands having been made by the Plaintiff and its attorneys, the Defendant has failed, refused and/or neglected to pay the said outstanding balance of CI\$31,000.00 to the Plaintiff.

#### **WHEREFORE THE PLAINTIFF CLAIMS FROM THE DEFENDANT:-**

1. The said sum of CI\$ 31,000.00
2. Pre-judgment interest pursuant to Section 34 of the Judicature Law (1995 Revision)
3. Post-Judgment interest pursuant to Section 34 of the Judicature Law (1995 Revision)
4. Further and/or other relief.
5. IT'S COSTS of this action.

Dated the 11<sup>th</sup> day of October, 1999.

  
\_\_\_\_\_  
Morris M Garcia  
attorney-at-law

To: The Clerk of the Court

And To: The Defendant

**STATEMENT REGARDING INTEREST**

- (i) The prescribed rate of interest, throughout the relevant period was 7% per annum.
- (ii) The date from which interest is calculated is 1st September, 1999.
- (iii) The total amount of interest claimed as at the date of the issue of the writ of summons is CI\$ 285.17
- (iv) The amount of interest accruing each day thereafter is CI\$5.94

**INDORSEMENT**

The amount claimed in respect of the debt or demand is CI\$31,000.00 as principal and CI\$ 285.17 as interest until the issue of the writ of summons for a total of CI\$ 31,285.17. The amount of the fixed costs is CI\$500.00 and the costs of issuing the writ of summons is CI\$310.00. If, within the time fixed for returning the Acknowledgement of Service, the Defendant pays the Plaintiff or its Attorney-at-law the total amount claimed in principal and interest, the fixed costs and the costs of issuing the writ of summons, further proceedings will be stayed. The money must be paid to the Plaintiff or its Attorney-at-law.

This WRIT OF SUMMONS was issued by Morris M Garcia, attorney-at-law for the Plaintiffs whose address for service is P.O.Box 1185, George Town, Grand Cayman, Cayman Islands.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO 632 OF 1999

BETWEEN: CONSTRUCTION 1 COMPANY LTD PLAINTIFF  
AND: CHESTER WATLER DEFENDANT  
( Trading as CHEWAT CONSTRUCTION )

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 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 sum, 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

Please complete overleaf.

Service of the Writ is acknowledged accordingly.

( Signed )-----

[ Attorney] for

[ Defendant in person ]

Address for service:

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 acting in person ) of his name, address and reference, if any, in the box below.

Morris M Garcia  
attorney-at-law  
P.O.Box 1185G  
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.

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Filed by Morris M Garcia, 3rd Floor, Thompson Bldg, George Town, Grand Cayman,  
attorney-at-law for the Plaintiff.

DIRECTIONS FOR ACKNOWLEDGEMENT 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 495, 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 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 Acknowledgement 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 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 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.