

IN THE GRAND COURT OF THE CAYMAN ISLANDS

Fees Paid. \$159.85
Receipt No. 996343
Date 25-11-99
CAUSE NO. OF 1999
731

BETWEEN: CAYMAN KITCHEN & BATHS LTD. PLAINTIFF
AND: DAVID GHOLSON DEFENDANT

ENDORSED WRIT OF SUMMONS

TO: DAVID GHOLSON, TAMARIND BAY #15, WEST BAY ROAD, 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 495 GT, 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 25th day of Nov 1999

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 the order of the court.

IMPORTANT

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



THIS WRIT WAS ISSUED BY: A. Steve McField & Associates, 15 Mary Street/McField Lane, POBox 680, George Town, Grand Cayman

STATEMENT OF CLAIM

1. Between May and July 1997 the Plaintiff and the Defendant finalized contracts for the Plaintiff to do certain work for the Defendant at his apartment, No. 15 Tamarind Bay, West Bay Road, Grand Cayman.
2. On or about September 1997 the Plaintiff completed the said contractual work of kitchen cabinetry, bar and bath refurbishment for and on behalf of the Defendant.
3. The contractual agreed price for the said works between the Parties is and was the sum of C\$36,264.50. The Defendant made a payment of \$25,279.86 leaving an unpaid balance of \$10,984.64.
4. Despite numerous efforts by the Plaintiff to recover the said amount of C\$10,984.64 from the Defendant and the Defendant agreeing to meet the Plaintiff to settle payment, he has not done so.
5. The last such meeting between the Plaintiff and the Defendant was scheduled for 2 July 1999. The Defendant failed to attend the said meeting and does not intend to pay the sum of C\$10,984.64 owed to the Plaintiff.
6. To date the Defendants debt of C\$10,984.64 to the Plaintiff remains due and payable.

AND THE Plaintiff claims:

- 1) The sum of C\$10,984.64.
- 2) Interest Pursuant to Section 34 of the Judicature law of 8 3/8% p.a. from the date of the issuing of the Writ to date of Judgment.
- 3) Cost and Attorney's fees.
- 4) Further or other relief.

Dated this 25th day of November 1999



A. Steve McField & Associates

To: The Clerk of the Court

And to: The Defendant #15 Tamarind Bay, West Bay Road, Grand Cayman

THIS WRIT WAS ISSUED BY: A. Steve McField & Associates, 15 Mary Street/McField Lane, POBox 680, George Town, Grand Cayman

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731
CAUSE NO. OF 1999

BETWEEN: CAYMAN KITCHEN & BATHS LTD. PLAINTIFF
AND: DAVID GHOLSON DEFENDANT

**ACKNOWLEDGEMENT 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 Originating Summons is being acknowledged.

2. State whether the Defendant intends to contest the proceedings (tick appropriate option)

Yes _____ No _____

Service of the Endorsed Writ of Summons is acknowledged accordingly.

(Signed)

(Attorney) for

Address for Service

Notes on 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, "resident" means its registered principle office.

A. STEVE MCFIELD & ASSOCIATES
Attorneys-at-Law for the Plaintiff/Applicant

Attorneys-at-Law for the Respondent