



### **STATEMENT OF CLAIM**

1. The Plaintiff is at all material times a boat captain and was skilled in the painting and repair of motor vehicles and motor vessels. The Defendant is at all material times the operator of school buses from his premises in West Bay.
2. By a verbal agreement made in August of 1996, the Plaintiff agreed, after being contacted by the Defendant, to perform body repairs and paintwork on six (6) buses, and to perform body work on one further bus, the total of seven buses being owned or in the control of the Defendant.
3. In consideration of the services set out in paragraph 2 above, the Defendant agreed to pay to the Plaintiff CI\$1400.00 for each of the six buses requiring body repair and painting, and CI\$700.00 for the bus requiring body work only.
4. In performance of his obligation of the agreement referred to in paragraph 2, the Plaintiff with due care and skill performed all of the works required by the Defendant, namely body repairs and painting of six buses, and body repairs only to one further bus.
5. In partial performance of his obligations of the said agreement, the Defendant paid CI\$2700.00 to the Plaintiff.
6. In breach of the said contract, the Defendant has failed to settle CI\$6400.00 in sums remaining due to the Plaintiff.
7. The Plaintiff claims pre judgment interest and interest from judgment to payment, pursuant to Section 34 of the Judicature Law, at the rate of 8 3/8 per cent, in accordance with the Judicature Law (1995 Revision) The Judgment Debts (Rates of Interest) Rules 1995. The said interest is calculated from September 1<sup>st</sup>, 1996, the total amount being due at the date of this writ being CI\$1828.03, and the amount of interest accruing per day hereafter being CI\$1.47.

#### ***AND THE PLAINTIFF CLAIMS:***

1. The said CI\$6400.00 in sums due;
2. Interest thereon pursuant to the Judicature Law (1995 Revision) and the Judgment Debts (Rate of Interest) Rules 1996 as pleaded above;
3. Costs.

If, within the time for returning the Acknowledgement of Service, the Defendant pays the total amount claimed of CI\$9228.03 (including interest and costs) further proceedings will be stayed. The money must be paid to the Plaintiff or his Attorney.

Dated this 21<sup>st</sup> day of January 2000

*Samson Murray Jackson*

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Signature of Plaintiff or his Attorney

THIS WRIT was issued by Samson Murray Jackson, Attorneys at Law for and on behalf of the Plaintiff, whose address for service is that of his said Attorneys at Law, The Ground Floor (West Wing) Smith/Hospital Roads, George Town, Grand Cayman.

*IN THE GRAND COURT OF THE CAYMAN ISLANDS*

*CAUSE NO. 33 OF 2000*

*BETWEEN                      ROBERT MITCHUM EBANKS                      PLAINTIFF*  
*AND                              LENWORTH SMITH                              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 judgement being entered against a Defendant whereby he May have to pay the costs of applying to set it aside.**

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1. Lenworth Smith  
P.O. Box 244  
West Bay  
Grand Cayman

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2. State whether the Defendant intends to contest the proceedings (tick the 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 judgement 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 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 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:*

*Indorsement by Defendant's Attorney (or by Defendant if suing in person) of his name, address and reference, if any, in the box below:*