

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 474 of 2000

BETWEEN: COX LUMBER CO.

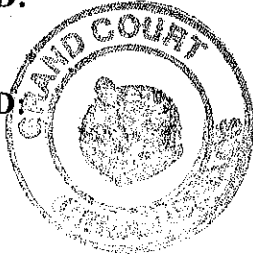
PLAINTIFF

AND: TUTO WATLER T/A  
WATLER'S CONSTRUCTION

FIRST DEFENDANT

AND: CARRIE WATLER T/A  
WATLER'S CONSTRUCTION

SECOND DEFENDANT



WRIT OF SUMMONS

TO: TUTO WATLER & CARRIE WATLER  
T/A WATLER CONSTRUCTION  
General Delivery, Prospect  
Grand Cayman, Cayman Island



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 1<sup>st</sup> June 2000.

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 order of the Court.

IMPORTANT

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

**STATEMENT OF CLAIM**

1. The Plaintiff is a corporation in the business of selling building supplies.
2. The Defendants own and operate an unincorporated construction business and trade as Watler's Construction.
3. On 1<sup>st</sup> December 1995, the Defendants applied for credit from the Plaintiff in order to buy building supplies for their construction business.
4. The Plaintiff granted the Defendants credit and the Defendants guaranteed payment. It was agreed that supplies bought in any month were to be paid for by the 10<sup>th</sup> day of the following month; amounts not paid when due would bear interest at 18% per annum and the full fees and costs of collection (the "Contract").
5. Pursuant to the Contract, the Defendants received supplies from the Plaintiff (including one of its divisions, Dolphin Supply). Invoices were rendered for the same, as follows:

(1)	259368	259449	259642	260382	761679	761756	761768
	761869	762121	762204	768017	768416	768484	768596
	768658	768752	769594	782128	782191	782354	782439
	782440	782463	782644	782660	783291	783352	783434
	783554						

The amount unpaid on these invoices is CI\$4,860.83. The interest from 1<sup>st</sup> May 2000 to 31<sup>st</sup> May 2000 is CI\$74.09, for a total amount unpaid and owing of CI\$4,934.92 which the Defendants, in breach of the Contract, have refused to pay;

(2)	004787	004788	004789	005402	005590
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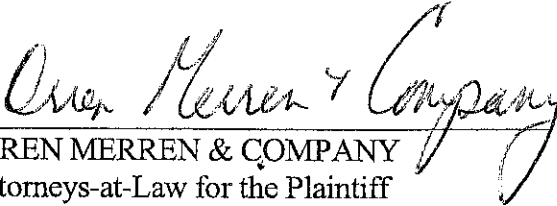
The amount on these Dolphin invoices is CI\$1,048.04, including interest to 30<sup>th</sup> April 2000. The interest from 30 April to 31<sup>st</sup> May 2000 is CI\$16.32, for a total amount unpaid and owing of CI\$1,064.36 which the Defendants, in breach of the Contract, have refused to pay.

**AND THE PLAINTIFF CLAIMS: -**

1. Damages for breach of the Contract in the amount of CI\$5,908.87.
2. Prejudgment interest at the rate of 18% per annum from 1<sup>st</sup> May 2000 in the amount of CI\$90.41 and continuing.
3. Post-judgment interest at 18% per annum.
4. FURTHER and/or other relief.
5. COSTS of the Prescribed Filing Fee of CI\$150.00 and Fixed Costs CI\$250.00, alternatively costs to be assessed.

**Amount as of 1<sup>st</sup> June 2000:****CI\$6,399.28**

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of CI\$6,399.28 (including interest and costs) further proceedings will be stayed. The money must be paid to the Plaintiff's Attorney.

  
ORREN MERREN & COMPANY  
Attorneys-at-Law for the Plaintiff

This Writ was issued by Messrs. Orren Merren & Company, the attorneys-at-law for the Plaintiff, whose address for service is Kirk House, 3rd Floor, Albert Panton Street, George Town, P.O. Box 481G, Grand Cayman, Cayman Islands, British West Indies.

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 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 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*

## 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.



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.*

Orren Merren & Company  
Attorneys-at-Law  
P.O. Box 481G  
Kirk House Third Floor  
Albert Panton Street  
Grand Cayman, 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.*