

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. *624* of 2000

BETWEEN: COX LUMBER CO.

PLAINTIFF

**AND: EDDIE K. THOMPSON
T/A ISLAND PRIDE CONSTRUCTION**

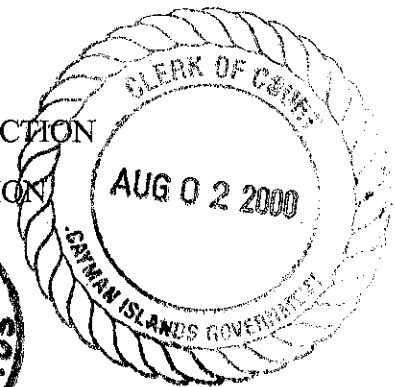
FIRST DEFENDANT

**AND: RONALD ZIMMER
T/A ISLAND PRIDE CONSTRUCTION**

SECOND DEFENDANT

WRIT OF SUMMONS

TO: EDDIE K. THOMPSON T/A ISLAND PRIDE CONSTRUCTION
RONALD ZIMMER T/A ISLAND PRIDE CONSTRUCTION
P.O. Box 10167 APO
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 24th July 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 company carries on business on the Cayman Islands as a supplier of business products.
2. The First Defendant is an individual residing in the Cayman Islands and, at all material times, carried on a construction business trading as Island Pride Construction.
3. The Second Defendant is an individual residing in the Cayman Islands and, at all material times, carried on a construction business trading as Island Pride Construction.
4. Between January 1999 and August 1999, the First and Second Defendants bought and took delivery of building supplies from the Plaintiff in accordance with the following invoices:

1994	243028	265573	320115	321352	325434
2795	243103	265581	320181	321378	325684
3979	243141	265613	320217	321380	323510
11412	243387	265651	320243	322607	345412
11442	243442	265696	320284	322613	349857
11623	243539	265771	320321	322744	349932
11780	247213	265772	320346	322749	349943
23353	247310	266067	320372	322794	350033
12498	247322	266189	320622	322859	350054
12542	247363	266223	320635	322899	350160
12580	247441	319006	320675	322898	325709
25687	247490	319027	320698	322911	325713
25877	247629	319060	320700	322995	325750
25970	247713	319140	320771	323094	325783
26019	247715	319150	320795	323331	345401
26050	247749	319181	320823	323351	345470
26325	247782	319182	320836	323404	345471
26368	247903	319183	320850	323415	345587
26483	247933	319269	320923	232464	346052
229272	247946	319337	320933	323468	346062
229329	247963	319672	321082	323478	346076
229358	248031	319674	321109	323691	349214
229697	248167	319811	321121	325121	349287
229714	248241	319583	321204	325188	347378
242647	265427	319903	321247	325221	349688
242714	265483	349351	321340		
242827	26667				

5. The First and Second Defendants, in breach of contract, have refused to pay for building supplies invoiced.
6. Each invoice between the Plaintiff and the First and Second Defendants stated that amounts invoiced which were not paid by the 15th of the following month would bear interest at 1½% per month (18% per annum).
7. As of 31st August 1999, the First and Second Defendants owed the Plaintiff the sum of CI\$15,568.01. The interest on that sum, from 1st September 1999 to 31st July 2000 is CI\$2,568.72, for a total amount owing of CI\$18,136.73.
8. Alternatively, the First and Second Defendants knowingly and falsely represented to the Plaintiff that a company called Island Pride Construction Ltd. existed and induced the Plaintiff to believe that the aforementioned amounts were the debts of this non-existing company. As a result, the Plaintiff brought an action against that company in the Grand Court of the Cayman Islands and received judgment, on 11th January 2000, in the amount of CI\$16,905.99 with post-judgment interest at 18% per annum. That judgment remains unsatisfied.

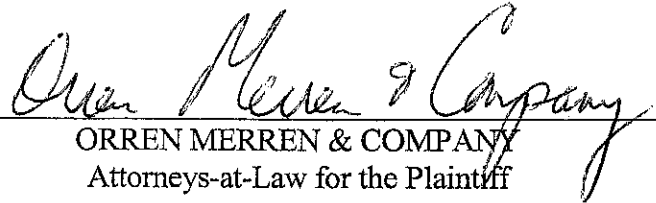
AND THE PLAINTIFF CLAIMS: -

1. Damages for breach of contract, alternatively, for fraudulent misrepresentation, in the amount of CI\$15,568.01;
2. Pre-judgment interest at 18% per annum from 1st September 1999 to 31st July 2000 in the amount of CI\$2,568.72;
3. Pre-judgment interest from 1st August 2000 to the date of judgment;
4. Post-judgment interest, in accordance with the contract at 18% per annum; alternatively, post-judgment interest at 18% per annum as ordered by the Court;
5. Fixed costs of CI\$500.00 plus the prescribed filing fees of CI\$195.68.
6. Further and/or other relief;

Total amount as of 24th July 2000:

18,832.41

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of CI\$18,832.41 (including interest and fixed 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.

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T/A ISLAND PRIDE CONSTRUCTION**

FIRST DEFENDANT

**AND: RONALD ZIMMER
T/A ISLAND PRIDE CONSTRUCTION**

SECOND DEFENDANT

**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 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 Writ is being acknowledged.

2. State whether the Defendant intends to contest the proceedings (*tick appropriate box*)
 yes no

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 judgment entered by the Plaintiff (*tick box*)
 yes

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 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.

[Empty box for defendant's attorney indorsement]