

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. <sup>120</sup> OF 1996

BETWEEN: CONSTRUCTION EQUIPMENT SERVICES LTD.

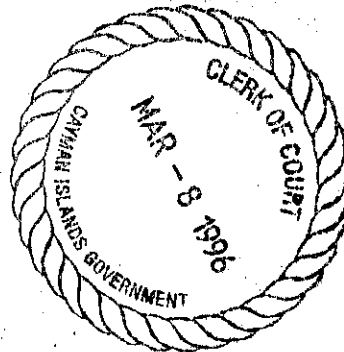
PLAINTIFF

AND: JONATHAN FRIESEN

DEFENDANT

WRIT OF SUMMONS

TO: JONATHAN FRIESEN  
NORTH SIDE  
GRAND CAYMAN, B.W.I.



THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiffs 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, George Town, Grand Cayman B.W.I., 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 Plaintiffs may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 8 day of March, 1996.

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**

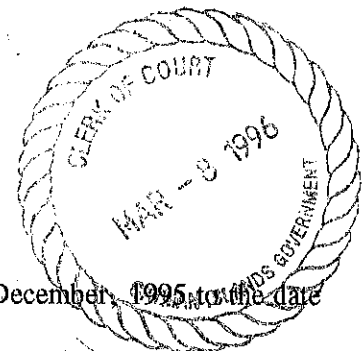
Directions for Acknowledgment of Service are given with the accompanying form.

## STATEMENT OF CLAIM

1. The Plaintiff is a building contractor and is a company incorporated in the Cayman Islands which is 100% wholly owned by Caymanians and carries on business within the Cayman Islands.
2. On or about the 2nd November, 1995 by invoice #1813, the Plaintiff quoted two prices to the Defendant for the moving of a house located at the vicinity of Frank Sound, North Side, Grand Cayman which is a complicated and technical job. The Defendant paid the Plaintiff a deposit in the sum of CI\$4,000.00 on 2nd November, 1995 with cheque number 0067 with the balance due at completion of the job. The balance due would be determined as to the rental or purchase of materials which were necessary to complete the work.
3. On 10th December, 1995, the Plaintiff through its representative confirmed completion of the moving of the house and provided invoice #1104 to the Defendant for the balance due. Included on the invoice was an indication by the Plaintiff that the sum of CI\$500.00 would be paid to the Defendant for the damage caused to the roof of the house during the move. The invoice showed that a balance of CI\$3,139.00 was due from the Defendant.
4. On 12th December, 1995 the Defendant paid the Plaintiff by cheque number 8047 the sum of CI\$3,189.00.
5. On 15th December, 1995 the Plaintiff's bank, CIBC Bank and Trust Company (Cayman) Ltd., provided the Plaintiff notice that the Defendant's bank, Bank of Butterfield International (Cayman) Ltd., returned cheque number 8047 in the sum of CI\$3,189.00 to the Plaintiff's bank by reason that the payment was stopped.
6. On 15th January, 1996 the Plaintiff wrote the Plaintiff in hopes of settling the matter for the balance of CI\$3,139.00 and indicated that the Defendant had wrongfully and unlawfully stopped payment of the said cheque referred to at paragraph 5 above.
7. The Defendant is indebted to the Plaintiff in the sum of CI\$2,639.00 for services rendered and work done.

And the Plaintiff claims:

1. The principal sum of CI\$2,639.00.
2. Interest at the statutory rate of 7 3/8% per annum from the 10th December, 1995 to the date



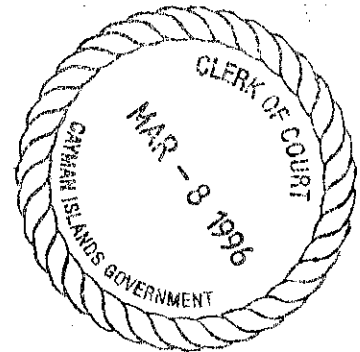
hereof and further interest at the aforesaid rate (ie. CI\$0.53 per day) to judgment or sooner.

3. Interest at the rate of 7 3/8% from the date of Judgment until payment of the Judgment sum.

If within the time for returning the Acknowledgment of Service the Defendant pays the total amount claimed of CI\$2,936.96 (including interest and costs) further proceedings will be stayed. The money must be paid to the Plaintiff or to their Attorneys-at-Law.



Myers & Alberga  
Plaintiff's Attorney-at-Law



THIS WRIT was issued by Myers & Alberga, Attorneys-at-Law for and on behalf of the Plaintiffs whose address for services is One Regis Place, Fort and Mary Streets, P.O. Box 472, George Town, Grand Cayman B.W.I.



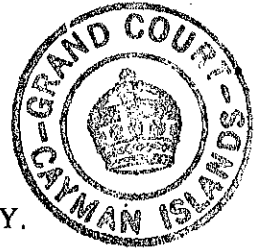
IN THE GRAND COURT OF THE CAYMAN ISLANDS

126  
CAUSE NO: OF 1996

BETWEEN: CONSTRUCTION EQUIPMENT SERVICES LTD. PLAINTIFF

AND: JONATHAN FRIESEN 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.*

Myers + Alberga  
One Regis Place  
Cm. Fort & Mary Streets  
George Town  
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.*

[Empty box for defendant's attorney indorsement]

Acknowledgment of service of writ of summons (O.12, r.3)

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 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.