

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 472 OF 2001

BETWEEN: JEC BUILDING CONSULTANTS LTD. Plaintiff

AND: (1) JEFFREY KAYDEN.
(2) ANN GROVES
(3) CHARLES BRADLEY Defendants

WRIT OF SUMMONS

TO: (1) Jeffrey Kayden
(2) Ann Groves
P.O. Box 1876 GT
Grand Cayman
(3) Charles Bradley



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 Fourteen days [14] 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, 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 7th day of August, 2001.

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 was at all material times a registered entity conducting a quantity surveyance and property evaluation business in the Cayman Islands.
2. The Defendants (1) Jeffrey Kayden and (2) Ann Groves were the Executor and Executrix of the Estate of Wayne Kirby (deceased) as at the time the contract set out below was made. The Defendant (3) Charles Bradley has since replaced Jeffrey Kayden as Executor of the Wayne Kirby (deceased) Estate.
3. The Plaintiff's claim is against the Defendants as Executors/Executrix of Wayne Kirby, (deceased) for CI\$5,445.00, money payable by the Defendants as such Executors/Executrix to the Plaintiff.
4. By a written contract made on or about 22nd November 1999, between Mr. Michael G. Thomas acting for and on behalf of the Plaintiff and Ms. Ann Groves and Mr. Jeffrey Kayden, it was agreed that the Plaintiff would

value the following properties belonging to the Estate of Wayne Kirby (deceased).

<u>Property</u>	<u>Block</u>	<u>Parcel</u>
We Four Apartments, villas and new apartments	23C	136
Undeveloped land parcel	23C	49
Apartments under construction	23B	70
Undeveloped Land Parcel	23B	85
Undeveloped Land – Frank Sound	58A	1Rem1
Undeveloped Land	58A	51

5. It was an express term of the contract that the Defendants would pay to the Plaintiff the fee of CI\$125.00 for each hour worked on compiling the valuation of the aforementioned properties.
6. In pursuance of the said agreement, the Plaintiff visited the said properties between November 1999 and February 2000 and carried out the valuations as agreed. The Plaintiff thereafter prepared and forwarded to the Defendant an invoice for the execution of the said property valuations, dated 10th February 2000, with the sum of CI\$4,125.00 including a notation that invoices thirty (30) days overdue will be subject to a 2% interest charge per month.

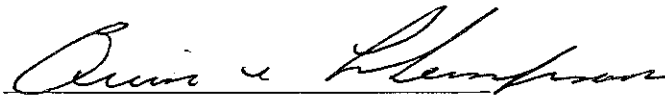
7. In breach of the said contract, the Defendant has failed to provide payment both entirely and partially in respect of this agreement.
8. As a result of the matters set out above, the Plaintiff has suffered damages.

AND THE PLAINTIFF CLAIMS:

1. Damages CI\$4,125.00
2. Interest on the sum of CI\$4,125.00 at the rate of 2%
per month as from the 10th of March 2000 until the
date of this Writ of Summons CI\$1,320.00
3. Costs to be assessed or fixed at the sum of CI\$500.00.

If within the time for returning the Acknowledgement of Service, the Defendant pays the total amount claimed of CI\$4,125 together with interest and costs of CI\$1,820.00 all further proceedings will be stayed. This money must be paid to the Plaintiff or its attorney.

DATED this 7th day of August 2001



Quin & Hampson
Attorneys-at-Law for the Plaintiff

THIS WRIT was issued by Messrs. Quin & Hampson, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service and correspondence is P.O. Box 1348, George Town, Grand Cayman, Cayman Islands, B.W.I.

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 Defendants or by the Defendants 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 Plaintiffs (or on the Plaintiffs 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 Plaintiffs 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

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 his 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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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 Plaintiffs (*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 Plaintiffs' Attorney (or by Plaintiffs if suing in person) of his name, address and reference, if any, in the box below.

Messrs. Quin & Hampson
Attorneys-at-Law
Third Floor, Harbour Centre
P.O. Box 1348
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]