

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 63 OF 2002

BETWEEN: ISLAND PAVING (1985) LIMITED PLAINTIFF

AND: EMERALD BEACH CLUB DEFENDANT
STRATA PLAN # 252

WRIT OF SUMMONS

TO: EMERALD BEACH CLUB
STRATA PLAN #252
South Sound Road
Grand Cayman



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 of Summons on you, counting the day of service, you must either satisfy the claim or return to the Courts Office, P.O. Box 495, George Town, Grand Cayman, the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgement within the time stated, or if you return the Acknowledgement 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 *22nd* day of January, 2002.

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.

PARTICULARS OF CLAIM

1. The Plaintiff is a paving company incorporated and licensed to carry on business in the Cayman Islands, having its registered offices and place of business at North Sound Road, George Town, Grand Cayman.
2. The Defendant is a Strata Corporation for Emerald Beach Club Registration Section South Sound Block 15E Parcel 108, located on South Sound Road, George Town, Grand Cayman.
3. By an agreement made on or about 2nd September, 2000, the Defendant, by its servant and or agent, Century 21 Just Condos, agreed that in consideration of the Plaintiff extending credit facility to the Defendant, the Defendant would pay the Plaintiff the cost for hot mix asphalt paving on its premises within 30 days of the date of the work done. It was also agreed that if the amount outstanding was not paid prior to the next billing date, interest would be charged thereon at the rate of 1 1/2%.
4. In pursuance of the said agreement, the Plaintiff rendered services as itemized in the invoice on the date and at the costs marked thereon. Copies of the said invoice have been delivered to the Defendant.
5. By letter dated the 18th October, 2001, the Plaintiff, through its Attorneys-at-Law, demanded that the Defendant pay the sum then owed, including interest thereon.
6. As at the 15th September, 2000 the amount due and outstanding by the Defendant to the Plaintiff was CI\$3,952.22 which is comprised of the following:

Invoice	\$3,197.00
Finance Charges	\$ 755.22
Total Outstanding	\$3,952.22
7. Notwithstanding the said demand, the Defendant has made no payment on this account towards the settlement of this debt.

AND THE PLAINTIFF CLAIMS:-

1. The sum of CI\$3,952.22.
2. Pre-Judgment Interest thereon at the rate of 1 ½% per month calculated on a daily basis from 2nd October, 2000 to the date of issue of the Writ being CI\$755.22.

3. Post-Judgment Interest thereafter pursuant to the rate of 1 ½% per month.

4. Costs.

STATEMENT REGARDING INTEREST:

- i. The rate of Pre-Judgment Interest claimed is 1 ½% per month calculated on a daily basis.
- ii. The date from which interest is calculated is the 2nd October, 2000.
- iii. The interest accruing each day hereafter is CI\$1.66.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of CI\$3,952.22 (excluding fixed costs of CI\$500.00 and filing fees of CI\$150.00) further proceedings will be stayed. The money must be paid to the Plaintiff.


CHARLES ADAMS, RITCHIE & DUCKWORTH
ATTORNEYS-AT-LAW FOR THE PLAINTIFF

This Writ of Summons was filed by Charles Adams, Ritchie & Duckworth, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service is P.O. Box 709, Zephyr House, Mary Street, George Town, Grand Cayman, British West Indies.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 63 OF 2002

BETWEEN: **ISLAND PAVING (1985) LIMITED** **PLAINTIFF**

AND: **EMERALD BEACH CLUB** **DEFENDANT**
 STRATA PLAN # 252

ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS

Important. Read the accompanying Delay may result in judgment being entered
direction and notes for guidance carefully against a Defendant whereby he may have
before completing this form. If any to pay the costs of applying to set it aside.
information required is omitted or given
wrongly, THIS FORM MAY HAVE TO
BE RETURNED.

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

Address for Service:

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 is suing in person) of his name, address and reference, if any, in the box below.

**CHARLES ADAMS, RITCHIE &
DUCKWORTH
P.O. Box 709 GT
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.

Filed by Charles Adams, Ritchie & Duckworth, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service is that of its said Attorneys-at-Law, P.O. Box 709, Zephyr House, Mary Street, George Town, Grand Cayman, B.W.I.

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 serve 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.