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CAUSE NO. OF 2002

IN THE GRAND COURT OF THE CAYMAN ISLANDS

BETWEEN:

HILL CONSTRUCTION CO. LTD.

PLAINTIFF

AND DEBBIE GUSHLAK  
MYRON GUSHLAK

FIRST DEFENDANT  
SECOND DEFENDANT

PRODIGIOUS DEVELOPMENTS LIMITED

THIRD DEFENDANT

**WRIT OF SUMMONS**

TO: Debbie Gushlak and Myron Gushlak PO Box 31485 SMB, Grand Cayman and Prodigious Developments Limited, Box 268 GT, BNS Building, George Town, 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 service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, PO Box 495 G, 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 judgement may be entered against you forthwith without further notice.

ISSUED this 5<sup>th</sup> day of November 2002.

**NOTE** – This Writ may not be served later than 4 calendar months beginning with the date of issue unless renewed by order of the Court.

**IMPORTANT**

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


## STATEMENT OF CLAIM

1. The Plaintiff has at all material times carried on the business of building construction within the Cayman Islands.
2. At the request of the Defendant the Plaintiff provided an estimate for a proposed extension to Casa Coyaba, a luxury residential property situated at 222 Old Prospect Road, Grand Cayman.
3. The said estimate, provided on 22<sup>nd</sup> November 2001, included a price breakdown and was based on drawings provided by the architects engaged in the project, Architextura and surveyors, JEC Property Consultants Ltd., engaged as Project Managers. The Defendant accepted the Plaintiff's estimate by letter dated 30<sup>th</sup> November 2001.
4. The Plaintiff duly started work at the premises in December 2002, employing various skilled and unskilled labour to carry out the works.
5. As the construction progressed the scope of the works was varied by the Defendant. Updated labour and materials estimates were provided by the Plaintiff to the Defendant but the Defendant refused to agree these estimates, despite the intervention of the Project Managers, JEC Property Consultants Ltd., engaged by the Defendant.
6. On 7<sup>th</sup> August 2002 the Defendant instructed the Plaintiff that she intended to temporarily close down the site.
7. Despite further attempts by both the Plaintiff and the Defendant's Project Manager to obtain the agreement of the Defendant to pay the sums outstanding, the Defendant has since July 2002, failed to make any further payments and the Plaintiff has been left with no alternative but to fully close down the site resulting in the incurrence of further loss.
8. The Plaintiff, in a position whereby it must pay for materials and labour required for the works, has been unable to continue the construction works without payment.
11. By the date of issue of this Writ the Defendant has failed to pay the balance owing to the Plaintiff in the sum of CI\$128,534.55. The Defendant has been provided with a full and detailed breakdown of the sum outstanding in a letter delivered to the Defendant on 5<sup>th</sup> September 2002.
12. Further, the Plaintiff is entitled to and claims interest on the said outstanding sum of CI\$128,534.55 at the rate of 6 ¼ % per annum from the date hereof until payment at the current daily rate of CI\$ 22.01 for such period as the Court shall see fit.

AND THE PLAINTIFF CLAIMS:-

1. Payment of the said sum of CI\$128,534.55;
2. Interest in the sum of CI\$ 22.01 per day;
3. Fixed costs of CI\$500.00 together with process server's costs and Court issue fee, alternatively costs to be assessed.

Dated the 5<sup>th</sup> day of November 2002

  
**RITCH & CONOLLY**  
Attorneys at Law for the Plaintiff

TO: The Clerk of the Court  
AND TO: The First Defendant of PO Box 31485 SMB, Grand Cayman  
The Second Defendant of PO Box 31485 SMB, Grand Cayman, and  
The Third Defendant of Box 268 GT, BNS Building, George Town,  
Grand Cayman

This Writ of Summons was issued by Ritch & Conolly, Attorneys at Law, for and on behalf of the Plaintiff herein whose address for service is PO Box 1994 GT, Third Floor, Royal Bank Building, George Town, Grand Cayman.