



IN THE GRAND COURT OF THE CAYMAN ISLANDS



CAUSE NO: 870 OF 2002

B E T W E E N:

PARADISE POOL DESIGN & CONSTRUCTION LTD.

Plaintiff

AND



KENNETH DONALDS

Defendant

**WRIT OF SUMMONS**

TO: Kenneth Donalds

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 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 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: 25 November 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.

## STATEMENT OF CLAIM

1. The Plaintiff is a company organized and carrying on business under the laws of the Cayman Islands and has its registered office at PO Box 190 GT.
2. The Defendant is an individual residing in the Cayman Islands. He carries on business as a sole proprietor in the pool maintenance and construction business.
3. Between July 1999 and February 2000, the Defendant ordered and the Plaintiff supplied certain materials and services from the Plaintiff.
4. The Plaintiff issued the following invoices to the Defendant:

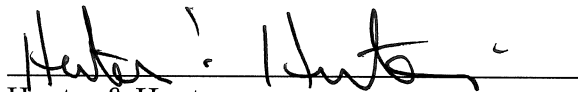
<b>Invoice</b>	<b>Date</b>	<b>Item(s)</b>	<b>Amount CI\$</b>
1268	27 July 1999	3 Escutcheon Covers	6.00
1269	30 July 1999	200 Bullnose Brick MD 10 Tile	200.00
1276	09 Oct 1999	5 Bags of Sand	50.00
1284	04 Nov 1999	1 48" Handrail	95.00
1284	04 Nov 1999	1 3-Tred Ladder	150.00
1289	18 Jan 2000	22 Mud Cap tiles	44.00
1289	24 Jan 2000	10 Mud cap tiles	20.00
1289	24 Jan 2000	1 S-311 SX Filter	750.00
1289	24 Jan 2000	1 hp Hayward Super Pump	450.00
1289	24 Jan 2000	101 Time Clock	90.00
1289	03 Feb 2000	7 Bags Sand	70.00
1289	03 Feb 2000	1 300 watt 50' Chord	225.00
1289	03 Feb 2000	1 3-tred Ladder	180.00
1289	03 Feb 2000	4 3" Anchors	60.00
1289	03 Feb 2000	Delivery charge	50.00
<b>Total Due</b>			<b>CI\$2,440.00</b>

5. The Defendant agreed to pay for these items received but despite numerous requests has failed to do so.
6. In addition to the principal sum due as invoiced of CI\$2440.00, the Plaintiff claims interest on that sum at the rate as determined pursuant to the Judicature Law (1995 Revision) and Judgment Debt Rules as determined from time to time. Interest is claimed as of the date of the rendering of the last invoice, 3 February 2000.
7. As of the date of the issuance of this proceeding, 25 November 2002, the accrued interest is CI\$432.38.
8. As a result of the above, the Plaintiff is entitled to the relief claimed in this proceeding.

AND THE PLAINTIFF claims:

- A. C\$2,440.00;
- B. Pre and post judgment interest to the date of issuance of the proceeding (25 November 2002) of C\$432.38 interest calculated at the rate as set pursuant to the Judicature Law (1995 Revision) and Judgment Debt (Rates of Interest) Rules as amended from time to time;
- C. Pre and post judgment interest from 26 November 2002 interest at the rate as set pursuant to the Judicature Law (1995 Revision) and Judgment Debt (Rates of Interest) Rules as amended from time to time.
- D. Costs on an indemnity or, alternatively, standard basis in accordance with the 2001 Costs Rules
- E. Such further and other relief as this Honourable Court may deem just.

Dated: 25 November 2002



Hunter & Hunter

Attorneys-at-Law for the Plaintiff

### **INDORSEMENT**

The amount claimed in respect is C\$2440.00 as principal and interest of C\$432.38 as of the commencement of this proceeding. The cost of issuing the Writ of Summons is C\$150. If, within the time for returning the acknowledgement of service, the Defendant pays the Plaintiffs or their attorneys-at-law the total amount claimed in principal and interest, the fixed costs and the costs of issuing the writ of summons, further proceedings will be stayed. The money must be paid to the Plaintiffs or to their attorneys-at-law.

### **INTEREST INDORSEMENT**

Pursuant to Order 6(2) (f)

1. Prescribed rate of interest during the entire period of the claim is as set pursuant to the Judicature Law (1995 Revision) which rate presently is at 4.25 % per annum..
2. The date from which interest accrues is 3 February 2000.
3. The total interest claimed as of the date of the issuance of the date of Writ of Summons is C\$432.38.

4. The amount of interest accruing each day following the issuance of the Writ is CI\$0.28.

THIS WRIT OF SUMMONS was issued by Hunter & Hunter, the attorneys-at-law for the Plaintiff, whose address for service is P.O. Box 190GT, George Town, Grand Cayman, Cayman Islands, British West Indies. (WAS/9535.001)

**DIRECTIONS FOR ACKNOWLEDGEMENT OF SERVICE  
OF WRIT OF SUMMONS**

1. The accompanying form of Acknowledgement 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 495 GT, George Town, Grand Cayman.

2. A Defendant who states in his Acknowledgement 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 of "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 Acknowledgement of Service, that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgement, 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 Acknowledgement 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 Write 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.

B E T W E E N:

PARADISE POOL DESIGN & CONSTRUCTION LTD.

Plaintiff

AND

KENNETH DONALDS

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 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

(signature)

[Attorney] for Defendant

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

Hunter & Hunter  
Attorneys-at-Law  
The Huntlaw Building  
75 Fort Street  
P.O. Box 190 GT  
Grand Cayman  
Tel: 949-4900  
Fax: 949-4901  
(WAS/09535.001)

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