

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 120 OF 2003 ✓

BETWEEN:

TYSON CONSTRUCTION CO., LTD.

AND

UBC LIMITED

Plaintiff

Defendant

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WRIT OF SUMMONS

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TO: UBC Limited  
PO Box 30190SMB  
2<sup>nd</sup> Floor Atlantic Department Store Building  
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 on you, counting the day of service, you must either satisfy the claim or return to the Court Office, PO Box 495GT, 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: February 2003.

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 Acknowledgement of Service are given with the accompanying form.

## STATEMENT OF CLAIM

1. The Plaintiff is a company incorporated pursuant to the Laws of the Cayman Islands and has its registered office at PO Box 31666 SMB, Grand Cayman, Cayman Islands. It carries on business as a construction contractor.
2. The Defendant, UBC Limited, is a company incorporated pursuant to the Laws of the Cayman Islands and has a registered office at Campbell Corporate Services Limited, PO Box 288 GT, Grand Cayman.
3. In or about December 2001 and January 2002, the Plaintiff provided construction services to the Defendant in connection with the Defendant's construction or repairs being made to the Treasure Island Condominiums.
4. The Plaintiff completed all work requested of it and provided invoices to the Defendant as follows:

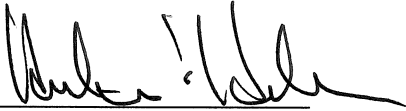
<b>Tyson Construction Co. Ltd.</b>			
Date of Invoice	Invoice #	Principal due	Interest
18 Dec 01	626	\$4,650.59	\$249.99
31 Jan 01	713	2,448.00	228.47
Total		\$7,098.59	478.45

5. Despite numerous requests for payment from the Plaintiff, the invoice sums remain outstanding. The Plaintiff provided services on a professional basis and no complaints of quality were ever made in respect to the services provided.
6. In or about January 2002, the Defendant received services from a company, T&D Exterior Wall Systems Ltd., in connection with the Defendant's construction work on Treasure Island Condominiums. Having completed such work as requested, T&D Exterior Wall Systems Ltd., issued an invoice as indicated below. Such invoice remains unpaid notwithstanding numerous requests for payment.

<b>T&amp;D Exterior Wall System Ltd.</b>			
Date of Invoice	Invoice #	Principal due	Interest
24 Jan 02	332	\$3,126.00	\$153.77
Total		\$3,126.00	\$153.77

7. The sum of \$3,126.00, exclusive of interest and costs, is due to T&D Exterior Wall Systems Ltd. by the Defendant.
8. By way of Assignment of Book Debts dated 30 January 2003, T&D Exterior Wall Systems Ltd. assigned to the Plaintiff the outstanding receivable indicated above.

9. By way of Notice of Assignment dated 30 January 2003, the Notice of the Assignment was delivered by post to the registered office in accordance with Section 70 of the Companies Law.
10. Accordingly, the following sums are due by the Defendant to the Plaintiff:
  - (a) Principal due from Defendant to Tyson Construction Co. Ltd., \$7,098.59
  - (b) Principal due from Defendant to T&D Exterior Wall Systems Ltd. \$3,126.00
  - (c) Interest calculated to the date of issuance of this Writ of Summons and Statement of Claim (26 February 2003) is \$632.22.
11. The Plaintiff claims interest pursuant to the Judicature Law and the Judgment Debts (Rates of Interest) Rules as amended from the date of rendering of each of the invoices as indicated above. Interest as of the date of the issuance of this proceeding is \$632.22, which sum accrues at the daily rate of \$1.26.
12. The Plaintiff also claims costs as a result of the Defendant's failure to pay the above-stated sums.



Hunter & Hunter  
Attorneys for the Plaintiff

This Writ was issued by Hunter & Hunter, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service is 75 Fort Street, PO Box 190 George Town, Grand Cayman. (Ref: WAS/09602.001)

## INDORSEMENT

The principal amount claimed in respect of the debt is CI\$10,224.59 as principal and until the issue of the writ of summons for a total amount of CI\$10,224.59. The amount of the costs claimed to the issuance of the Writ of Summons is \$500 and the costs of issuing the writ of summons is CI\$152.25 (US\$185.67 (CI\$150.00 + ad valorem calculation of \$2.25)). If, within the time for returning the acknowledgement of service, the defendant pays the plaintiff or its 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 plaintiff or to its attorneys-at-law.

## INTEREST INDORSEMENT ORDER 6(2)(f)

- i. The contractual term upon which interest is claimed in accordance with the Judicature Law (1995 Revision) and the Judgment Debt (Rates of Interest) Rules as amended from time to time is 4.5%;
- ii. The prescribed rate of interest is calculated from the dates of rendered invoices as set out in paragraphs 4 and 6 of the Statement of Claim;
- iii. The total interest claimed as at the date of the issuance of this Writ is \$632.22; and
- iv. The amount of interest accruing each day following the issue of the Writ of Summons is \$1.26.

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/09602.001)

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 each Defendant or by each 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 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 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.

B E T W E E N :

TYSON CONSTRUCTION CO., LTD.

Plaintiff

AND

UBC LIMITED

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.

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2. State whether the Defendant intends to contest the proceedings (*tick appropriate box*)  
 yes                       no

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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 communication 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 75 Fort Street P.O. Box 190 George Town Grand Cayman  Ref: WAS/09602.001
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Indorsement by defendant's Attorney (or by defendant if suing in person) of his name, address and reference, if any, in the box below.

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