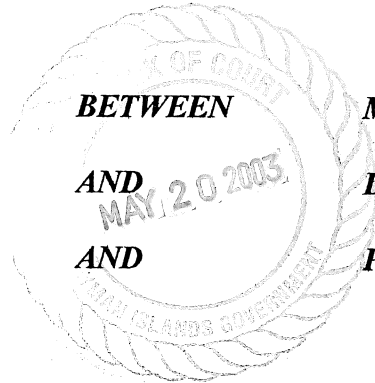


*IN THE GRAND COURT OF THE CAYMAN ISLANDS*

CAUSE NO. 330 OF 2003



**BETWEEN**

**MIRIAM LINTON**

**PLAINTIFF**

**AND**

**MAY 20 2003**

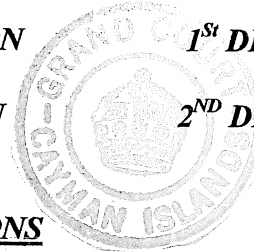
**DENISE & DAVID JOHNSON**

**1<sup>ST</sup> DEFENDANT**

**AND**

**PREMIER CONSTRUCTION**

**2<sup>ND</sup> DEFENDANT**



**WRIT OF SUMMONS**

**TO: DENISE & DAVID JOHNSON  
42 REV. BLACKMAN DRIVE  
WEST BAY  
GRAND CAYMAN**

**PREMIER CONSTRUCTION  
c/o DENISE & DAVID JOHNSON  
42 REV. BLACKMAN DRIVE  
WEST BAY**

***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, 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 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      day of                      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.

13. That on or about the 13<sup>th</sup> day of September 1999 the Plaintiff obtained a valuation of the work done on the dwelling house by the Defendants pursuant to the said contract.
14. That as a consequence of the Defendants breach of contract as aforesaid the Plaintiff has sustained loss and damage.

**Particulars of Special Damages**

1.	Moneys paid under contract	CI\$21,000.00
2.	Cost of BCQS Report	<u>CI\$ 250.00</u>
		CI\$21,250.00
	Less Value of Work Done	<u>CI\$ 3,200.00</u>
	Principal Due	CI\$18,050.00
	Accrued Interest	<u>CI\$ 4,479.21</u>
	<b>Amount Claimed</b>	<b><u>CI\$22,529.21</u></b>

**STATEMENT REGARDING INTEREST**

1. The rate of interest from 25<sup>th</sup> May 1999-31<sup>st</sup> March 2000 was 7% per annum.
2. The rate of interest from the 1<sup>st</sup> April 2000-31<sup>st</sup> May 2001 was 8% per annum.
3. The rate of interest from the 1<sup>st</sup> June 2001-30<sup>th</sup> November 2001 was 6.25% per annum.
4. The rate of interest from 1<sup>st</sup> December 2001-to date is 4.5% per annum.
5. The amount of interest accruing each day following the issue of this Writ is CI\$2.23.
6. The amount of interest accruing prior to the issue of the Writ is CI\$4,497.05.

**SCHEDULE OF INTEREST CALCULATED**

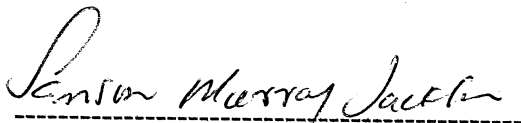
1. Interest on CI\$17,800.00 @7% pa. from 25<sup>th</sup> May 1999 to 13<sup>th</sup> September 1999 =  $CI\$17,800.00 \times .700 \times 109/365 = \underline{CI\$372.09}$ .
2. Interest on CI\$18,050.00 @7%pa from 14<sup>th</sup> September 1999 to 31<sup>st</sup> March 2000 =  $CI\$18,050.00 \times .700 \times 200/365 = \underline{CI\$692.33}$
3. Interest on CI\$18,050.00 @8%pa from 1<sup>st</sup> April 2000 to 31<sup>st</sup> May 2001 =  $CI\$18,050.00 \times .800 \times 426/365 = \underline{CI\$1,685.33}$
4. Interest on CI\$18,050.00 @6.25%pa from 1<sup>st</sup> June 2001 to 30<sup>th</sup> November 2001 =  $CI\$18,050.00 \times .0625 \times 183/365 = \underline{CI\$565.61}$ .
5. Interest on CI\$18,050.00 @ 4.5%pa from 1<sup>st</sup> December 2001 to 15<sup>th</sup> May 2003 =  $CI\$18,050.0 \times .045 \times 531/365 = \underline{CI\$1,181.69}$

***AND THE PLAINTIFF CLAIMS:***

1. The Principal Sum of CI\$18,050.00;
2. Accrued Interest of CI\$4,497.05 and continuing at per diem rate of CI\$2.23;
3. Costs.

If, within the time for returning the Acknowledgement of Service, the Defendant pays the total amount claimed of \$23,413.57 (including interest and cost) further proceedings will be stayed. The money must be paid to the Plaintiff or her Attorneys-at-Law.

Dated this 15<sup>th</sup> day of May 2003



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SAMSON MURRAY JACKSON  
Plaintiff's Attorneys-at-Law

THIS WRIT was issued by SAMSON MURRAY JACKSON, Attorneys-at-Law, for and on behalf of the Plaintiff whose address for service is that of her said Attorneys-at-Law, Sussex Building (West Wing), 128 Elgin Avenue, George Town, Grand Cayman.

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 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 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 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 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.

