

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO.

562

OF 2003

BETWEEN:

NEIL CRUICKSHANK

Plaintiff

- and -

GENERAL WINDOWS AND DOORS LTD.

Defendant



WRIT OF SUMMONS



TO: General Windows and Doors
O.L. Panton & Co
P.O. Box 575 GT
Grand Cayman, Cayman Islands

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 fourteen (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 495GT, Grand Cayman, Cayman Islands, 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 August, 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 issued unless renewed by order of the Court.

IMPORTANT

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

STATEMENT OF CLAIM

1. The Plaintiff lives at Conch Road # 15, P.O. Box 31190 SMB, Grand Cayman, Cayman Islands and was at all material times a customer of the Defendant.
2. The Defendant is a Cayman Islands ordinary company carrying on business as a supplier and installer of windows and doors with its registered office at O.L. Panton & Co, P.O. Box 575GT, Grand Cayman, Cayman Islands.
3. By oral agreement, evidenced in writing on November 16, 2001, the Plaintiff and the Defendant agreed that the Defendant would (i) sell and (ii) supply and (iii) install certain doors and windows into the Plaintiff's home in consideration of being paid the sum of CI\$ 9,660.00.
4. Due to a subsequent delay this amount was reduced by the Defendant to CI\$ 9,160.00.
5. It was an express term of the agreement that the windows supplied by the Defendant were to be Twin Units Double Hung Windows (the, "Windows").
6. In furtherance of the agreement the Plaintiff paid a deposit of CI\$ 7000.00 and the Defendant, after some back and forth, supplied the Doors.
7. In breach of the agreement the Defendant has refused or otherwise failed to supply and install the correct Windows. The windows that were delivered by the Defendant did not correspond to the said description in that the windows supplied were Single Units Double Hung Windows which were subsequently replaced with Twin Units Single Hung Windows.
7. The Plaintiff has written the Defendant on numerous occasions to correct this matter however to date the Defendant has failed to take the appropriate steps to rectify their breach of contract.
8. By reason of the said breach the Plaintiff has suffered loss and damage.

Particulars of Loss and Damage

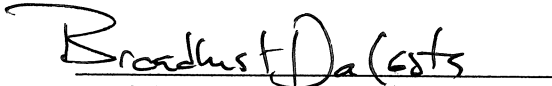
The costs associated with having to remove the incorrect windows and to install the correct windows. The Plaintiff is presently seeking quotations for the Work.

9. In addition the Plaintiff also claims interest in accordance with the Judicature Law (1995 Revision) and the Judgment (Rates of Interest) Rules.

AND THE PLAINTIFF claims

1. Damages.
2. Interest on the Damages pursuant to Judicature Law (1995 Revision) and the Judgment (Rates of Interest) Rules; and
3. Costs.

Dated the 22nd day of August 2003


BROADHURST DaCOSTA
Attorneys-at-Law for the Plaintiff

**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, PO Box 495, 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 endorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2). The defence must be served within fourteen (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 endorsed on the Writ, the defence need not be served until fourteen (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 fourteen (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 installments or otherwise.

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 fourteen (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 authorized to act on behalf of the Company, but the Company can take no further steps in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL HEALTH 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.

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Plaintiff

- and -

GENERAL WINDOWS AND DOORS LTD.

Defendant

**ACKNOWLEDGEMENT 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.

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
Defendant in Person
Address for Service:

Please see over leaf...

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 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.

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

**BROADHURST DaCOSTA
ATTORNEYS-AT-LAW
40 LINWOOD STREET
PO BOX 2503 GT
GEORGE TOWN, GRAND CAYMAN
CAYMAN ISLANDS, BWI**

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