


EDORSEMENT

The Plaintiff claims against the Defendants to recover the sum CI\$6,700.00 being the balance owed to him for constructing an apartment on premises known as #51 Oakland Close, Windsor Park, George Town Grand Cayman, more particularly described as Block 14D Parcel 296 at the request of the First Named Defendant, who at all material times was joint proprietor of the said premises.

Dated the 22nd day of April 2004



Samson Murray Jackson
Attorneys at Law for the Plaintiff

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 214 OF 2004

BETWEEN **ODELL KING** **PLAINTIFF**
AND **DELORIS DAWKINS** **1st DEFENDANT**
AND **ENID JACKSON** **2nd 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 judgement being entered against a Defendant whereby he May have to pay the costs of applying to set it aside.

1. State the name of the Defendant by whom or on whose behalf the service of this Writ is being acknowledged.

2. State whether the Defendant intends to contest the proceedings (tick the 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 judgement 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 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 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:

SAMSON MURRAY JACKSON
Attorneys-at-Law
Sussex House (West Wing)
128 Elgin Avenue
George Town
Grand Cayman

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

11. That pursuant to the said oral agreement the First Defendant in March 2002 paid to the Plaintiff the sum of CI\$2,300.00 as a deposit on the agreed price as aforesaid.
12. That since then and despites demands by and on behalf of the Plaintiff, the Defendants have made no further payment to the Plaintiff pursuant to the oral agreement stated in paragraph 10 hereof and as a consequence the Plaintiff has sustained loss and damage.

Particulars of Special Damages

(a)	Sum due to Plaintiff	CI\$9,000.00
	Less Payment made in March 2002	<u>CI\$2,300.00</u>
	Balance Due	CI\$6,700.00
	Interest thereon to date of writ	<u>CI\$ 556.77</u>
	Amount Due	CI\$7,256.77

Statement Regarding Interest

1. The rate of interest from the 31st March 2002 to 31st August 2003 was 4.5% per annum.
2. The rate of interest from the 1st September 2003 to date is 3% per annum
3. The amount of interest accruing each day following issue of this Writ is CI\$0.55.
4. The amount of interest accruing prior to the issue of the Writ is CI\$556.77.

Schedule of Interest Calculated

- (a) Interest on CI\$6,700.00 @ 4.5% per annum from 31st March 2002 to 31st August 2003 = $CI\$6,700.00 \times .045 \times 151/365 = CI\428.13
- (b) Interest on CI\$6,700.00 @ 3% per annum from the 1st September 2003 to 22nd April 2004 = $CI\$6,700.00 \times .030 \times 235/365 = 128.64$

13. That the Defendants have since transferred the premises to Neville Herman Dawkins and Annmarie Bennett as joint proprietors.

AND THE PLAINTIFF CLAIMS:

1. CI\$7,256.77;
2. Interest on the Principal in arrears at the prevailing rate until payment or Judgment;
3. Costs.

Dated the 22nd day of April 2004



Samson Murray Jackson
Attorneys-at-Law for the Plaintiff