

IN THE GRAND COURT OF THE CAYMAN ISLANDS

BETWEEN:

MCKENLEY ANDREWS

-AND-

CORRINE GLASGOW

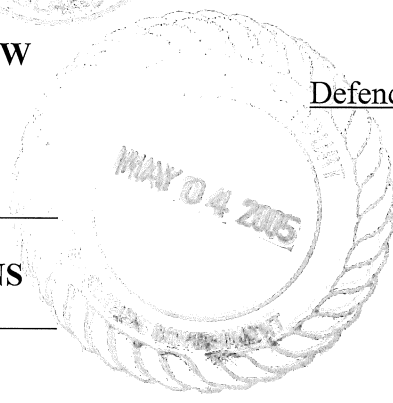
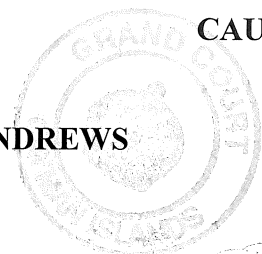
WRIT OF SUMMONS

215
CAUSE NO. OF 2005

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Plaintiff

Defendant



TO: CORRINE GLASGOW
32 Andrew Drive
P.O. Box 138 G.T.
Snug Harbour, Grand Cayman
Cayman Islands, B.W.I.

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, PO Box 495 GT, 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 day of May, 2005

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 is a construction contractor and has carried on business as such for approximately 23 years. His address is P.O. Box 2704 GT, George Town, Grand Cayman, Cayman Islands, B.W.I.
2. The Defendant owns and resides at a property at 32 Andrew Drive, P.O. Box 138 G.T., Snug Harbour, Grand Cayman, Cayman Islands, B.W.I. (hereinafter the "Property")
3. On or about the 18th of October 2004 the Defendant and the Plaintiff entered into a written agreement which provided for the Plaintiff to do construction works to the Property (hereinafter the "Agreement"). The construction works were primarily made necessary due to extensive damage the Property had suffered due to hurricane. The following were express terms of the contract:
 - 3.1 The total costs of the project would be CI\$ 122,641.20. Each item of work under the contract was given a set price and there was an additional 10% profit component for the Plaintiff;
 - 3.2 The Defendant would pay a 20% deposit, a 30% progress payment, a further 30% progress payment, and then the remaining 20% would be paid upon substantial completion of the works.
4. In November 2004 the Plaintiff commenced works on the Property pursuant to the Agreement. During the course of the works the Plaintiff and the Defendant agreed that the Plaintiff would remove and replace the floors at an additional cost of CI\$ 10,516.00. On or about the same time the Plaintiff and the Defendant agreed that the Plaintiff would also paint the building on the Property and agreed an additional cost of CI\$ 5,500.00.
5. In early December the Plaintiff made arrangements to travel to Miami, Florida in order to obtain materials to complete the works under the Agreement. Prior to the Plaintiff's departure the Defendant informed the Plaintiff that she wished to upgrade her appliances and cabinets to something superior than what had been present prior to the hurricane. She accordingly instructed the Plaintiff to purchase higher quality items than those which had been contemplated under the Agreement. The Plaintiff agreed to purchase the higher quality items and it was

agreed that the additional costs would be added to the total funds to be paid under the Agreement to the Plaintiff.

6. The Plaintiff subsequently traveled to Miami and purchased the goods and materials necessary to complete the works to the Property.
7. On or about the 27th of December 2004 the Defendant purported to terminate the Agreement and ordered the Plaintiff and his employees off the work site.
8. At the time the Defendant forced the Plaintiff to depart the work site the Defendant had paid to the Plaintiff CI\$ 64,530.00 under the Agreement. However there remained substantial funds due to the Plaintiff for the works that had been completed. Accordingly the Plaintiff approached the Defendant and requested that she pay for all works that had been completed to date. The Defendant refused.
9. Given the Defendant's purported termination of the agreement and refusal to pay the amounts outstanding the Plaintiff has kept possession of all materials which had been purchased by him for the Property and were in his possession (the "Materials").
10. The Plaintiff's claim is for the value of the work completed under and in addition to the Agreement. The following chart displays the percentage work completed under each line item in the Agreement at the time the Defendant purported to terminate the Agreement. The percentage completed includes both the labour and materials purchased.

Work Item	Agreement	Percentage Completed	Amount Due
Garage Door	CI\$ 4,500.00	0%	CI\$ 0
Roof	CI\$ 11,800	75%	CI\$ 8,850
Windows & Doors	CI\$ 10,500	52%	CI\$ 5,460
Gable Ends	CI\$ 6,500	75%	CI\$ 4,875
Sky Light	CI\$ 1,500	82%	CI\$ 1,230
Screen Porch	CI\$ 5,500	0	CI\$ 0
Sheet Rock	CI\$ 8,500	100%	CI\$ 8,500
Jacuzzi Pump	CI\$ 1,100	0	CI\$ 0
Cabinets, Kitchen/Baths	CI\$ 16,300	92%	CI\$ 14,996
Ceiling	CI\$ 3,800	100%	CI\$ 3,800
Electrical & Devices	CI\$ 11,300	98%	CI\$ 11,074
Bath & Fixtures	CI\$ 4,350	83%	CI\$ 3,610.50
Hot Water Tank	CI\$ 750	0	CI\$ 0
Base Board	CI\$ 3,800	39%	CI\$ 1,482
A/C Unit	CI\$ 14,500	27%	CI\$ 3,850

Power Wash Exterior	CI\$ 900	0	CI\$ 0
Site Clean Up	CI\$ 2,250	100%	CI\$ 2,250
Temporary Office	CI\$ 2,300	0%	CI\$ 0
Project Insurance	CI\$ 1,342	100%	CI\$ 1,342
		Total	CI\$ 71,319.50

11. In addition the Plaintiff had completed the following agreed additional works:

Work Item	Agreement	Percentage Completed	Amount Due
R&R Floor	CI\$ 10,516	65%	CI\$ 6,835.40
Improved Cabinets	Costs of purchase in Miami	100%	CI\$ 8,004.94
Improved Appliances	Costs of purchase in Miami	100%	CI\$ 5,636.82
Removal of personal trash	CI\$ 1,000	100%	CI\$ 1,000.00
		Total	CI\$ 21,477.16

12. The Plaintiff is entitled to be paid for the works completed and for the income lost as a result of the Defendants breach of the contract. The total of the works completed on a percent completion basis is CI\$ 92,796.66 (CI\$ 71,319.50 & CI\$ 21,477.16). The Plaintiff is also entitled to the profit component under the contract of CI\$ 11,149.20. The total due to the Plaintiff for the works done under and in addition to the Agreement is CI\$ 103,945.86.

13. Accordingly the Plaintiff's claim is for CI\$ 39,415.86 (103,945.86 less the payments made by the Defendant under the Agreement of CI\$ 64,530.00).

14. Upon payment of the above sum the Plaintiff will deliver the Materials to the Defendant.

14. In the alternative to the percentage completion basis contained in paragraphs 10 through 13 above, the Plaintiff claims on an actual loss and expenses basis for the works completed under and in addition to the Agreement. The actual labor and material costs of the Plaintiff was CI\$ 86,521.11. Accordingly, in the alternative to the percentage completion basis the Plaintiff claims CI\$ 97,670.31 (CI\$ 86,521.11 plus the profit component of CI\$ 11,149.20) for the works completed which leaves an outstanding amount due to the Plaintiff of CI\$ 33,140.31 (CI\$ 97,670.31 less CI\$ 64,530.00).

15. The Plaintiff claims pre and post judgment interest on the above sums pursuant to the section 34 of the Judicature Law.

AND THE PLAINTIFF CLAIMS:-

1. CI\$ 39,415.85;
2. Pre-Judgment interest in accordance with Section 34 of the Judicature Law (1995 Revision);
3. Post-Judgment interest in accordance with Section 34 of the Judicature Law (1995 Revision);
4. Costs;
5. Such further and other relief as this Honourable Court deems just.

Dated this 3 day of May 2005.

BROADHURST BARRISTERS
Broadhurst Barristers
Attorneys-at-Law for the Plaintiff

This Writ of Summons and Statement of Claim was issued by Broadhurst Barristers, Attorneys for the Plaintiff, whose address for service is 40 Linwood St, P.O. Box 2503 GT, Grand Cayman, Cayman Islands, British West Indies.

INDORSEMENT

The amount claimed in respect of the debt or demand is CI\$ 39,415.86 as principal and CI\$ 411.48 as interest until the issue of the Writ of Summons for a total amount of CI\$ 39,827.34. The amount of the fixed costs is CI\$ 500.00 and the costs of issuing the writ of summons is CI\$ 150.00 plus the ad valorem fee of CI\$ 294.16. 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.

STATEMENT REGARDING INTEREST

- i. The relevant rate of interest is 3% per annum;
- ii. Interest began to accrue on the 27th of December 2004;
- iii. The total interest claimed at the date of issue of the Writ of Summons is CI\$ 411.48;
- iv. The amount of interest accruing each day following the issue of the writ is CI\$ 3.24;

**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 Acknowledgment 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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. OF 2005

BETWEEN:

MCKENLEY ANDREWS

Plaintiff

-AND-

CORRINE GLASGOW

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 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 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 BARRISTERS
ATTORNEYS-AT-LAW
40 LINWOOD STREET
PO BOX 2503 GT
GEORGE TOWN, GRAND CAYMAN
CAYMAN ISLANDS, BRITISH WEST INDIES

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

[Empty box for Defendant's Attorney endorsement]