

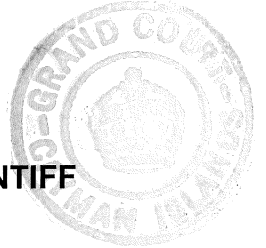
IN THE GRAND COURT OF THE CAYMAN ISLANDS

Cause No. 305 of 2005

BETWEEN:

BARBARA RYAN

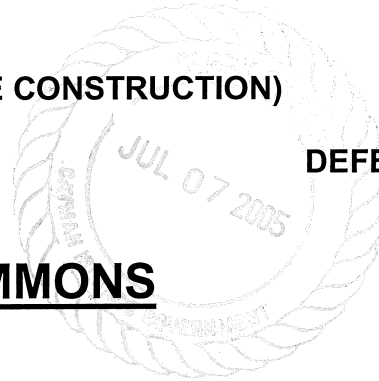
PLAINTIFF



AND:

BREVN ELLIOTT (t.a. E & E CONSTRUCTION)

DEFENDANT ✓



**WRIT OF SUMMONS**

To: Brevon Elliott (t.a. E & E Construction)  
Bodden Town  
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 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 Courts Office, P.O.. Box 495 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 to return the Acknowledgement within the time 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 30 day of June 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 issue unless renewed by order of the Court.

**IMPORTANT**

Directions of Acknowledgement of Service are given with the accompanying form.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 305 OF 2005

BETWEEN:

BARBARA RYAN

PLAINTIFF

AND:

BREVN ELLIOTT (t.a. E & E CONSTRUCTION)

DEFENDANT

**ACKNOWLEDGEMENT OF SERVICE**  
**OF WRIT OF SUMMONS**

If you intend to instruct an Attorney to act for you, give him this 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: \_\_\_\_\_

---

**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 communications for him should be sent. In case of a limited company, "residence" means its registered or principle 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.*

Karin M. Thompson  
Attorney-at-Law  
P.O. Box 1708 GT  
2<sup>nd</sup> Floor, Cayman Shipping Centre, Eastern Avenue  
Grand Cayman, Cayman Islands  
(345)945-1230

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

\_\_\_\_\_

## **STATEMENT OF CLAIM**

1. The Plaintiff resides at Prospect, Grand Cayman and is employed as a Computer Supervisor at Kirk Freeport Ltd., George Town, Grand Cayman.
2. The Defendant has at all material times carried on the business of a Building Contractor and resides at Bodden Town, Grand Cayman
3. On the 12<sup>th</sup> October 2004 the Plaintiff entered into a written agreement with the Defendant whereby the Defendant agreed to carry out the removal and replacement to structural damages to a dwelling house on property owned by the Plaintiff described at the Land Registry as Registration Section Spotts, Block 24E, Parcel 19 for a total price of CI\$139,700.00 including labour and material as specified therein.
4. That there were implied terms of the contract as follows:
  - (a) That the materials supplied would be of a good and merchantable quality;
  - (b) That the work would be carried out in a good and workmanlike manner;
  - (c) That the Defendant would carry out the work with reasonable care, skill and dispatch;
  - (d) That the works as completed would be fit for human habitation;
  - (e) That the Defendant owed a duty of care to the Plaintiff in carrying out the works.

5. That in breach of the contract, namely on or about the 11<sup>th</sup> day of February 2005 the Defendant abandoned the work and has since failed to complete the same having been paid sums totaling CI\$101,928.15 by the Plaintiff.
6. By reason of the Defendant's breach or repudiation of the contract the Plaintiff has been compelled to employ another contractor to complete the house at a greatly increased cost and has been deprived of the use of the house thereby causing great inconvenience and expense to the Plaintiff who has suffered loss and damage.

### **PARTICULARS OF LOSS AND DAMAGE**

1. The cost of the Plaintiff completing the house left unfinished by the Defendant is the sum of CI\$51,280.00 the particulars whereof are as follows:

(a) Outstanding work to roof:	\$1,815.00
(b) Electrical work and fixtures:	\$8,277.50
(c) Plumbing work and fixtures:	\$4,015.00
(d) Various wall repair:	\$3,679.50
(e) Outstanding door and windows:	\$2,475.00
(f) Air condition ducting and equipment:	\$4,510.00
(g) Cabinet and counter tops:	\$15,500.00
(h) Appliances:	\$3,795.00
(i) General paint touchup to interior & exterior:	\$1,595.00
(j) Re-level septic tank and make final connection:	\$638.00
(k) Complete repairs to cistern and final rain water connection:	\$3,080.00

(l)	Repair and complete various tiling:	\$1,650.00
(m)	General cleaning:	<u>\$250.50</u>
	<b>TOTAL:</b>	<b>\$51,280.50</b>

**AND THE PLAINTIFF claims:**

1. Damages in the sum of CI\$13,508.15;
2. Interest at the statutory rate of 8 3/8% from the 11<sup>th</sup> day of February 2005 to the date hereof; and
3. Costs and attorney fees totaling CI\$500.00.

[If within the time for returning the Acknowledgement of Service, the Defendant pays the total amount claimed of CI\$13,508.15 (together with interest and costs) further proceedings will be stayed. The money must be paid to the Plaintiff or her Attorney-at-Law.

Dated this 30 day of June 2005

  
**KARIN M. THOMPSON**  
Attorney-at-Law

**FILED BY** Karin M. Thompson, Attorney at Law for the Plaintiff whose address for service is P.O. Box 1708 GT, Cayman Shipping Centre Building, (Second Floor) George Town, Grand Cayman.