

STATEMENT OF CLAIM

1. That at all material times the Plaintiffs were husband and wife and the owners of real property known and registered as Block 20E, Parcel 288, Grand Cayman, Cayman Islands on which they intended to build their matrimonial home.
2. That at all material times the First Defendant was a building contractor or held out himself to be such. The Second Defendant is a registered company and employer of the First Defendant.
3. That on or about the 26th March, 2004 the First and Second Defendants entered into a contract with the Plaintiffs to build a house on the subject parcel of land.
4. That in compliance with the terms of the contract, the Plaintiffs paid to the Defendants sums of money for the completion of the house.
5. That the First and Second Defendants breached the terms of that contract, having received money from the Plaintiffs and have failed to complete the house despite repeated demands from the Plaintiffs to do so or return outstanding money paid to them.
5. That the Plaintiffs have suffered loss and damage as a result of the Defendants' breach and the house not being completed.

AND the Plaintiffs claim.

1. The sum of \$23,787.00;
2. Interest pursuant to s.34 (1) of the Judicature Law (2004 Revision).
3. Costs.

If, within the time for returning Acknowledgment of Service, the Defendant pays the total amount claimed of CI\$23,787.00 (including interest) and CI\$200.00 and \$1500 paid as fees on the issue hereof and CI\$500.00 fixed costs further proceedings will be stayed. The money must be paid to the Plaintiffs' Attorney-at-Law.

IN THE GRAND COURT OF THE CAYMAN ISLANDS
HOLDEN IN GEORGE TOWN

CAUSE NO. 25 OF 2005

BETWEEN: KURT AND SHAVONNIE HISLOP
PLAINTIFFS

AND: RUSSELL BUSH
FIRST DEFENDANT

AND: ON-SITE CONSTRUCTION LTD.
SECOND DEFENDANT

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McKinney Reid & Company
Attorneys-at-Law for the Plaintiffs

FORM 2

Acknowledgment of Service (Rule.11)

DIRECTIONS FOR ACKNOWLEDGEMENT OF SERVICE

IF YOU INTEND TO INSTRUCT AN ATTORNEY TO ACT FOR YOU GIVE HIM THIS FORM IMMEDIATELY

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.
2. After completion it must be signed by the Defendant and his attorney (if any) and must be delivered or sent by post to the Law Courts, P.O. Box 495 G.T., George Town, Grand Cayman.
3. The Acknowledgment of Service must be filed at court and served on the attorney for the Plaintiff (or on the Plaintiff if acting in person) within fourteen days service of the Writ of Summons.
4. A Defendant who states in his Acknowledgment of Service that he intends to contest the proceedings must also serve an Answer on the attorney for the Plaintiff (or on the Plaintiff if acting in person) within fourteen days after service of the Writ of Summons.
5. In case of Writ of Summons is served outside the Cayman Islands the periods

NOTE: Notice of your intention to defend may be given by:

- a) an endorsement on the Acknowledgment of Service.
- b) by notice of such intention lodged in the Registry within fourteen days of the service of this Writ of Summons, or
- c) at any time by leave of the Court prior to the date fixed for trial.

The following person must be served:-

The Defendant

Defendant

Defendant's Attorney

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 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.

Indorsement by the Plaintiff's attorney (or by the Plaintiff if suing in person) of his name and address in the box below.

McKinney Reid and Company
Attorneys-At-Law
201 Elizabethan Square
P.O. Box 1573 G.T.
George Town Grand Cayman

