

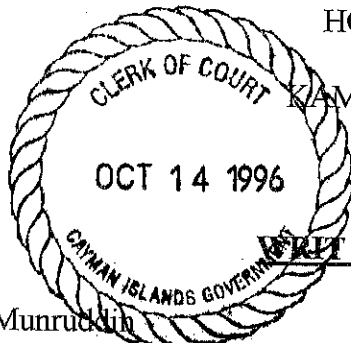
IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. <sup>523</sup> OF 1996

BETWEEN: MELODIE FARRINGTON PLAINTIFF

AND: JOAN MANRUDDIN( T/A AUTHENTIC  
HOMES INTERNATIONAL) 1ST DEFENDANT

AND: KAM MUNRUDDIN ( AS AGENT/SERVANT  
OF 1ST DEFENDANT) 2ND DEFENDANT



**WRIT OF SUMMONS**

To: Joan Munruddin  
c/o Barclays Private Bank & Trust  
Grand Cayman

To: Kam Munruddin  
Atlantic Dept Store Building( 2nd fl)  
George 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 Statement of Claim annexed.

Within 14 days after 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, G.T., 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 stated, or if you fail to return the Acknowledgement without stating therein an intention to contest the proceedings, the Plaintiffs may proceed with the action and judgment may be entered against you forthwith without further notice.

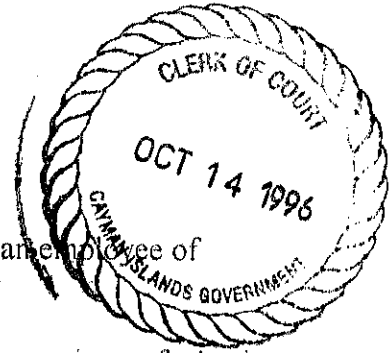
Issued this 11th day of October, 1996.

Note: This Writ may not be served later than four (4) calendar months ( or, if leave is required to effect service out of the jurisdiction, six (6) months ) beginning with the date of issue unless renewed by order of the Court.

**IMPORTANT**

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

STATEMENT OF CLAIM



1. The Plaintiff resides in Grand Cayman, Cayman Islands and is an employee of ScotiaBank in Grand Cayman.

2. The 1st Defendant is a resident of the Cayman Islands and the proprietor of a business known as Joan Manruddin t/a Authentic Homes International and an employee of Barclays Private Bank & Trust, Grand Cayman.

3. The 2nd Defendant is the husband of the 1st Defendant and was at all material times the operator/manager of the said business as a servant and/or agent of the 1st Defendant.

4. In or around August, 1994 the defendants orally agreed to construct a dwelling house for the plaintiff on her property at West Bay North West, Block 1D, Parcel 175 at a cost of C\$57,000.00 labour and material included. The said oral agreement was embodied into a written contract and duly executed by the plaintiff and the 2nd defendant as servant and/or agent of the 1st defendant on January 25, 1995.

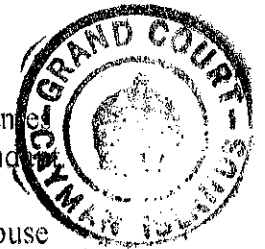
5. It was a term of the oral agreement in August, 1994 that the Defendants would draw and prepare the house plans for submission to Planning Department for approval as soon as the plaintiff had paid a deposit to the defendants of C\$500.00.

6. During that said month of August 1994, the 2nd defendant presented a disbursement schedule to the plaintiff for the sum of C\$3,880.00 which disbursements included the cost of drawing, preparing and submitting the house plan to Planning for approval.

7. On the 14th of August, 1994 the plaintiff duly paid the sum of C\$1,000.00 to the defendants to immediately commence drawing of the house plans and obtain Planning approval for same and by the 29th November, 1994 the plaintiff had paid the remaining C\$2,880.00 thus completing the payment of the full disbursements of C\$3,880.00 to the defendants.

8. In breach of the said agreements, and in repudiation of the contract the defendants failed to draw the house plans as agreed and thus to have same submitted to Planning and when the plaintiff made inquiries some eleven months later, i.e. in July 1995 at Planning Department about her house plans, she was advised that no such plans had been submitted to them on her behalf by the defendants although the 2nd defendant consistently told the plaintiff that he had prepared and submitted the said plans.

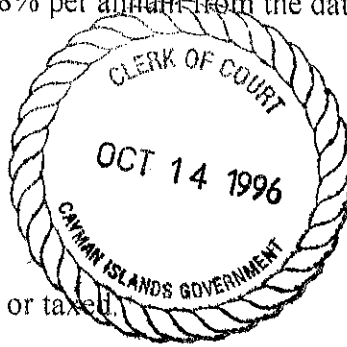
9. As a result of the defendants' breach, the plaintiff informed them by letter dated July 17, 1996 and subsequently through telephone calls that she no longer wished to continue



her contractual relationship with them and that they must return her moneys back to her but they have refused to do so.

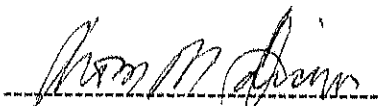
WHEREFORE THE PLAINTIFF CLAIM AGAINST THE DEFENDANTS:

- I. The sum of CI\$3,880.00
- II. Interest thereon at the rate of 7 3/8% per annum from the date of judgment until satisfaction.
- III. Costs and attorney's fees
- IV. Further and/or other relief.
- IV. Costs to be assessed by the Court or taxed.



If within the time for returning the Acknowledgment of Service, the defendant pay the total amount claimed of CI\$3,880.00 plus interest, fixed costs of CI\$250.00, and CI\$100.00 the cost of filing the Writ further proceedings will be stayed. The money must be paid to the Plaintiff or her attorney-at-law.

Dated this 11<sup>th</sup> day of October 1996.

  
\_\_\_\_\_  
Morris M Garcia  
attorney-at-law for the Plaintiff

This Writ was issued by Morris M Garcia, attorney-at-law for the Plaintiff herein.



Please complete overleaf.

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 the case of a limited company, "residence" means its registered or principal office.

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

Morris M Garcia  
attorney-at-law  
P.O.Box 1185G  
Grand Cayman

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

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Filed by Morris M Garcia, 3rd Floor, Thompson Bldg, George Town, Grand Cayman, attorney-at-law for the Plaintiff.

### Notes for Guidance

1. Each Defendant ( if there are more than one ) is required to complete an Acknowledgment of Service and return it to the Courts Office.
2. For the purpose of calculating the period of 14 days for acknowledgment of 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 “ trading as ( ..... ) “ 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 authorised to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL 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.