

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 530 OF 2006

BETWEEN:

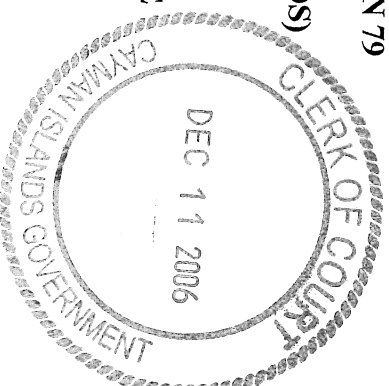
THE PROPRIETORS OF STRATA PLAN 79  
(A CORPORATION FORMED UNDER  
THE LAWS OF THE CAYMAN ISLANDS)

PLAINTIFF

AND

MRS DORRIE MAE RAMGEET-HULSE  
MR PETER HULSE  
(T/A FAB-TECH CAYMAN LTD.)

DEFENDANTS



**WRIT OF SUMMONS**



TO: The Defendants  
Mrs Dorrie Ramgeet-Hulse  
Mr Peter Hulse  
t/a Fab-Tech Cayman Ltd.  
PO Box 611 BT  
(Alt PO Box 226 Savannah)  
Savannah  
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 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, P.O. Box 495GT, George Town, Grand Cayman, the accompanying Acknowledgment of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgment within the time stated, or if you return the Acknowledgment 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 11<sup>th</sup> day of December 2006.

**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 for Acknowledgment of Service are given with the accompanying form.

---

**STATEMENT OF CLAIM**

---

1. The Plaintiff is a corporation incorporated under the Strata Titles Registration Law and the proprietor of Strata Plan 79, relating to the property known as Britannia Phase 1 Development and registered as West Bay Beach South Registration Section, Block 12D Parcel 25.
2. The Defendants were at all material times a business partnership trading as FAB-TECH Cayman Ltd.
3. As a result of Hurricane Ivan, the properties falling within the Strata Plan suffered catastrophic damage. In the aftermath of the hurricane the Plaintiff engaged the services of Titan Development to act as project managers for the repair and renovation of the properties.
4. On 23 November 2005, and evidenced in writing by letter of the same date to Titan Development, the Defendants agreed, inter alia, to supply and install aluminium balcony and stair rails to the Plaintiff's strata lots in consideration for the sum of CI\$133,735.00. The Plaintiff will rely upon and refer to the aforementioned letter and accompanying invoice, also dated 23 November 2005, at trial, for their full terms and effect.
5. On 23 November 2005, by further letter, the Defendants requested payment of a deposit of 50% of the contract total, that being CI\$66,867.50, before proceeding further. The Plaintiff will refer to this letter at trial of this action for its full terms and effect.
6. On or about 24 November 2006 the Plaintiff issued a cheque in the sum of CI\$66,867.50, payable to Fab-Tech Cayman Ltd, as per the terms of the request dates 23 November 2006. This cheque was presented for payment by the Defendants, its servants or agents, shortly after this date.
7. Wrongfully and in breach of the terms of the agreement, the Defendants failed to supply the said rails to the Plaintiff.

8. By letter dated 8 March 2006, the Defendant Mrs Dorrie Mae Ramgeet-Hulse, in her capacity of director of Fab-Tech Cayman Ltd., agreed that the order for the rails would be placed with the U.S. suppliers and thereafter supplied to the Plaintiff. The Plaintiff will refer to this letter at trial for its full terms and effect.
9. Wrongfully and in breach of the terms of the further agreement to place the order and thereafter supply and install the rails, the Defendants did not place the order and/or did not supply and install the rails as agreed or at all.
10. As a result of the Defendant's failure to supply and install the rails as agreed or at all, the Plaintiff engaged the services of an alternative supplier and installer of rails for the stairs and balconies at the properties.
11. In the premises, the Plaintiff claims the sum of C\$66,867.50 paid to the Defendants under the agreement.
12. The Plaintiff also claims interest pursuant to section 35 of the Judicature Law (R) on the said sum or damages at such rate as the Court shall think fit for the period from 24<sup>th</sup> November 2005 until judgment herein or sooner payment.

**AND THE PLAINTIFF CLAIMS:**

1. The sum of C\$66,867.50, alternatively damages;
2. Interest pursuant to section 35 of the Judicature Law (R) on the said sum at;
  - i) 7.25% per annum, compounded monthly.
  - ii) From the period from 24<sup>th</sup> November 2005 until judgment herein or sooner payment.
  - iii) The total amount of interest claimed as at 11 December 2006 is C\$5,071.00.
  - iv) The amount of interest accruing each day thereafter is C\$13.00 compounded monthly.
3. The costs of this action on the indemnity basis to be taxed if not agreed;

*Parsons & Law Associates*

DIAMOND LAW ASSOCIATES

THIS WRIT OF SUMMONS was issued by DIAMOND LAW ASSOCIATES, Attorneys-at-Law for the Plaintiff, whose address for service is 4<sup>th</sup> Floor, Cardinal Plaza, Cardinal Avenue, Po Box 2887 GT, George Town, Grand Cayman (Ref: SW/1087).

**Acknowledgement of service of writ of summons (0.12, r.3)**

**DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE  
OF WRIT OF SUMMONS**

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.  
After completion it must be delivered or sent by post to the Law Courts, P.O. Box 495G, George Town, Grand Cayman.
2. A Defendant who states in his Acknowledgment 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 indorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2), the Defence must be served within 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 indorsed on the Writ, the Defence need not be served until 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 14 days after his Acknowledgment, 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 instalments or otherwise.

**See over for notes for guidance**

**Please complete overleaf**

**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 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 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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 530 OF 2006

BETWEEN:

THE PROPRIETORS OF STRATA PLAN 79  
(A CORPORATION FORMED UNDER  
THE LAWS OF THE CAYMAN ISLANDS)

PLAINTIFF

AND

MRS DORRIE MAE RAMGEET-HULSE  
AND  
MR PETER HULSE

(T/A FAB-TECH CAYMAN LTD.)

DEFENDANTS

ACKNOWLEDGMENT 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.  
 yes  no

---

  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  no
-

Service of the Writ is acknowledged accordingly

(Signed).....

Attorney for

**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 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 suing in person) of his name, address and reference, if any, in the box below.

DIAMOND LAW ASSOCIATES  
4<sup>th</sup> Floor, Cardinal Plaza,  
Cardinal Avenue,  
PO Box 2887 GT,  
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.