

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 206 OF 2007

BETWEEN:

BELFOR (CANADA) INC

PLAINTIFF

AND:

STINGRAY CONSTRUCTION COMPANY LTD

DEFENDANT



WRIT OF SUMMONS

TO: STINGRAY CONSTRUCTION COMPANY LTD
of P.O. Box 1350, Clifton House, 75 Fort Street, George Town,
Grand Cayman KY1-1108, Cayman Islands



THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of the claim set out of 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 495, George Town, Grand Cayman KY1-1106, 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 8th day of May 2007.

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's claim is for the sum of US\$349,086.80 pursuant to a subcontract agreement signed by the parties on 26th May 2005 in that invoices rendered in respect of document restoration work carried out have not been paid.
2. By an Agreement signed by the parties on 26th May 2005 the Plaintiff was contracted to perform work concerning the restoration of documents, as evidenced by the Subcontract Agreement dated 26 May 2005 signed by the parties, a copy of which is attached. The costs of these works totaled US\$399,086.80, (credit is to be given for a deposit payment of US\$50,000 that was paid in or about June 2005) in respect of the services carried out pursuant to the Subcontract Agreement as referred to in the Plaintiff's Cost Breakdown dated 18th April 2006, a copy of which is also attached.

PARTICULARS

Invoice Number	Date	Amount
187149	4 March 2005	US\$50,000 (paid)
194661	25 October 2005	US\$263,856.66
201419	18 April 2006	US\$85,230.14


3. Further the Plaintiff is entitled to and claims interest on the US\$349,086.80 owing pursuant to Section 34(1) of the Judicature Law (2004 Revision) at the rate of 3% per annum from 25th October 2005 to 31st July 2006 in the sum of US\$6,755.04 and at the rate of 7.25% from 1st August 2006 to date in the sum of US\$18,929.82 and sections 4 and/or 5 of the Judgment Debts (Rates of Interest) Rules 1995 (as amended from time to time) or under the equitable jurisdiction of the Court on the amount due and at such rate and for such period as the Court shall think fit.
4. Further, the Plaintiff is entitled to and hereby claims interest on the said sum of US\$349,086.80 at the rate of 7.25% from 8th May 2007 until judgment or sooner payment at the rate of US\$69.34 per diem.

AND THE PLAINTIFF CLAIMS:

1. Payment of the said principal sum of US\$349,086.80.
2. Interest to date pursuant to Section 34 (1) of the Judicature Law (2004 Revision) in the total sum of US\$25,684.86.

3. Or interest pursuant to the equitable jurisdiction of the Court on the amount due and at such rate and for such period as the Court shall think fit.
4. Continuing interest at the rate of 7.25% at US\$69.34 per diem.
5. Costs.

Dated the 8th day of May 2007


RITCH & CONOLLY
Attorneys at Law for the Plaintiff

If, within the time for returning the Acknowledgement of Service, the Defendant pays the total amount claimed of US\$349,086.80 and US\$25,684.86 for interest, together with fixed costs of CI\$500.00 and court fees of CI\$2,031.25 further proceedings will be stayed. The money must be paid to the Plaintiff or its Attorney.

Plaintiff's address:

Belfor (Canada) Inc
2625 Skeena Street
Vancouver
British Columbia V5M 4T1
Canada
c/o
Ritch & Conolly
PO Box 1994
Queensgate House
113 South Church Street
Grand Cayman KY1-1104



STINGRAY
Construction Co. Ltd
PO BOX 32319 SEVEN MILE BEACH
GEORGE TOWN
CAYMAN ISLANDS

SHORT SUBCONTRACT FORM
Stingray Construction Company & Belfor Inc.
THE RITZ-CARLTON, GRAND CAYMAN RESORT

Contract Name: Document Restoration
Project Name: Ritz-Carlton, Grand Cayman Resort & Hotel Hurricane Ivan Remediation
Project Architect: Milton Pate Architects, (404) 633-4586
Development Manager: McGarrity and Company, LLC (404)-261-7774
General Contractor: **Stingray Construction Company**
Telephone Numbers: Office (345) 946-3804, Fax (345) 946-3805
Project Address: West Bay Road (SMB), Grand Cayman, Cayman Islands, BWI

Subcontractor:	Belfor (Canada) Inc.	"Owner":	Cesar Hotelco (Cayman) Ltd.
Address	2625 Skeena Street	Address	PO Box 32319 SMB
Address	Vancouver, BC V5M 4T1	Address	Grand Cayman, BWI
Phone	(604) 432-1123	Phone	(345) 946-3804
Fax	(604) 433-2451	Fax	(345-946-3805

1 This Subcontract Agreement made this day of, MAY 19, 2005 by and between
2 BELFOR (CANADA) INC., hereinafter called the "Subcontractor", and
3 STINGRAY CONSTRUCTION COMPANY LTD. hereinafter called the
4 "Contractor".

5 WITNESSETH:

6 1) **ARTICLE 1: THE CONTRACT DOCUMENTS.**

7 a) The Contract Documents for the Subcontract Agreement consist of this
8 Agreement, the Agreement between the Owner and Contractor dated
9 September, 19, 2005, the Conditions of the Contract between the Owner and
10 Contractor (General, Supplementary and other Conditions), the drawings and
11 specifications dated October 2002, addenda ONE THRU FIVE and
12 acceptance of alternates.

13 2) **ARTICLE 2: THE WORK.**

14 a) Subcontractor shall furnish all labor, materials, and equipment, unless
15 specifically excluded herein, necessary to fully perform in accordance with
16 the conditions of the Subcontract Agreement and in every respect complete
17 the Work specified below for THE RITZ-CARLTON, GRAND CAYMAN
18 RESORT, CAYMAN ISLANDS, BWI, SEVEN MILE BEACH.

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- 19 b) The following Exhibits are incorporated in order of precedence and made a
20 part of this Contract:
- 21 i) Exhibit "A" (Instructions to Bidder)
 - 22 ii) Exhibit "B" (General Requirements)
 - 23 iii) Exhibit "C" (Scope of Work)
 - 24 iv) Exhibit "D" (Drawings then Specifications)
 - 25 v) Exhibit "E" (Insurance)
 - 26 vi) Exhibit "F" (Schedule)
 - 27 vii) Exhibit "G" (Contract Modification)
 - 28 viii) Exhibit "H" (Special Provisions Applicable to Project)
 - 29 ix) Exhibit "I" (Claim Waiver)
 - 30 x) Exhibit "J" (Safety Plan)
 - 31 xi) Exhibit "K" (Site Logistics Plan)
- 32 c) The scope of the work RESTORATION OF DOCUMENTS, see attached
33 Exhibit "C".
- 34 **3) ARTICLE 3: TIME OF COMMENCEMENT AND COMPLETION.**
- 35 a) Subcontractor agrees to begin the Work as soon as he is notified by
36 Contractor and will carry forward and complete the Work as rapidly as
37 Contractor may judge that the progress of the structure will permit.
38 LIQUIDATED DAMAGES ARE EXCLUDED.
- 39 **4) ARTICLE 4: THE CONTRACT SUM.**
- 40 a) Contractor shall pay Subcontractor in current funds for the performance of the
41 Work, subject to additions and deductions by Modifications, the total sum of
42 TBD Once Final Quantities Have Been Calculated (See Schedule of Values).
- 43 **5) ARTICLE 5: THE PROGRESS PAYMENTS.**
- 44 a) An initial deposit of \$50,000 U.S. Dollars shall be paid to Subcontractor prior
45 to the commencement of the work.
- 46 b) Contractor shall pay Subcontractor monthly payments within fifteen (15)
47 working days after Contractor receives payment from Owner. Applications for
48 monthly progress payments shall be submitted in writing and in accordance
49 with paragraph 8.2. Monthly Application for Payment must be prepared on
50 the form which appears as Exhibit "B" including the Lien Waiver which
51 appears as Exhibit "I".
- 52 c) The amount of each progress payment to Subcontractor shall be for the value
53 of the portion of work performed during the preceding month as approved by
54 Contractor.
- 55 d) Invoices shall be submitted on the 15th day of each month and will be paid by
56 the 20th of the following month.
- 57 **6) ARTICLE 6: FINAL PAYMENT.**
- 58 a) Final payment shall be due when the Work described in Subcontract is fully
59 completed and performed in accordance with the Contract Documents and is

60 satisfactory to the Architect. Such payment shall be in accordance with
61 Article 5.

62 b) Before issuance of final payment Subcontractor, if required, shall submit
63 evidence satisfactory to Contractor that all payrolls, bills for materials and
64 equipment, and all known indebtedness connected with Subcontractor's Work
65 have been satisfied. Prior to final payment to Subcontractor, a release of
66 liens and all claims is to be furnished to Contractor together with any
67 affidavits which may be required.

68 **7) ARTICLE 7: INSURANCE.**

69 a) Prior to starting work, Subcontractor shall obtain the required insurance from
70 a responsible insurer, and shall furnish satisfactory evidence to Contractor
71 that Subcontractor has complied with the requirements of Article 7. Similarly,
72 Contractor shall furnish to Subcontractor satisfactory evidence of insurance
73 required by the Contract Documents. Prior to starting work, Subcontractor
74 shall furnish to Contractor standard Certificates of Insurance naming
75 Contractor, Owner and Architect/Engineer as additional insured on all
76 policies.

77 **8) ARTICLE 8: SUBCONTRACTOR'S RESPONSIBILITIES**

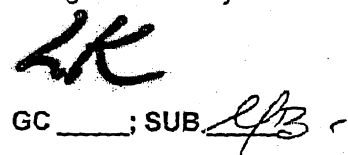
78 a) Subcontractor shall be bound to Contractor by the terms of this Subcontract
79 Agreement and of the Contract Documents between the Owner and
80 Contractor, and shall assume toward Contractor all the obligations and
81 responsibilities which Contractor, by those documents, assumes toward the
82 Owner.

83 b) If payments are made on the valuation of work complete, Subcontractor shall,
84 before the first application, submit to Contractor a Schedule of Values of the
85 various parts of the Work aggregating the total sum of the Subcontract
86 Agreement, made out in such detail as Subcontractor and Contractor may
87 agree upon, or as required by the Owner, and supported by such evidence as
88 to its correctness as Contractor may direct. This schedule, when approved
89 by Contractor, shall be used as a basis for Applications for Payment, unless
90 found to be in error. In applying for payment, Subcontractor shall submit a
91 statement based upon this schedule.

92 c) Subcontractor shall pay for all materials, equipment and labor used in, or in
93 connection with, the performance of the Subcontract Agreement throughout
94 the period covered by previous payments received from Contractor, and shall
95 furnish satisfactory evidence, when requested by Contractor, to verify
96 compliance with the above requirements.

97 d) Subcontractor shall make all claims promptly to Contractor for additional
98 work, extensions of time, and damage for delays or otherwise, in accordance
99 with the Contract Documents.

100 e) In carrying out his Work, Subcontractor shall take necessary precautions to
101 protect properly the finished work of other trades from damage caused by his
102 operations.




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SHORT SUBCONTRACT FORM
STINGRAY CONSTRUCTION COMPANY LIMITED, GENERAL CONTRACTOR & SUBCONTRACTOR
THE RITZ-CARLTON, GRAND CAYMAN RESORT

- 103 f) Subcontractor shall at all times keep the building and premises clean of
104 debris arising out of the operations of the Subcontract Agreement. Unless
105 otherwise provided, Subcontractor shall not be held responsible for unclean
106 conditions caused by other contractors or subcontractors.
- 107 g) Subcontractor shall take all reasonable safety precautions with respect to his
108 Work, shall comply with all safety measures initiated by Contractor and with
109 all applicable laws, ordinances, rules, regulations and orders of any public
110 authority for the safety of persons or property in accordance with
111 requirements of the Contract Documents.
- 112 h) Subcontractor warrants that all materials and equipment furnished and
113 incorporated in the Project shall be new unless otherwise specified, and that
114 all Work under the Subcontract Agreement shall be of good quality, free from
115 faults and defects and in conformance with the Contract Documents. All
116 Work not conforming to these standards may be considered defective. The
117 warranty provided in this Paragraph 8.8 shall be in addition to and not in
118 limitation of any other warranty or remedy required by law or by the Contract
119 Documents.
- 120 i) Subcontractor agrees that if he should neglect to prosecute the Work
121 diligently and properly or fail to perform any provisions of the Subcontract
122 Agreement, Contractor, after three working days' written notice to
123 Subcontractor may, without prejudice to any other remedy he may have,
124 make good such deficiencies and may deduct the cost thereof from the
125 payments then or thereafter due Subcontractor, provided, however, that if
126 such action is based upon faulty workmanship or materials and equipment,
127 the Architect shall first have determined that the workmanship or materials
128 and equipment are not in accordance with the Contract Documents.
- 129 j) Subcontractor agrees that Contractor's equipment will be available to
130 subcontractor only at Contractor's discretion and on mutually satisfactory
131 terms.
- 132 k) Subcontractor shall furnish periodic progress reports on the Work as mutually
133 agreed, including information on the status of materials and equipment under
134 the Subcontract Agreement which may be in the course of preparation or
135 manufacture.
- 136 l) Subcontractor shall make any and all changes in the Work from the Drawings
137 and Specifications of the Contract Documents without invalidating the
138 Subcontract Agreement when specifically ordered to do so in writing by
139 Contractor. Subcontractor prior to the commencement of such changed or
140 revised work, shall submit promptly to Contractor written copies of the cost or
141 credit proposal for such revised Work in a manner consistent with the
142 Contract Documents.
- 143 m) Subcontractor shall promptly submit shop drawings and samples as required
144 in order to perform his work efficiently, expeditiously and in a manner that will
145 not cause delay in the progress of the Work of Contractor or other
146 subcontractors.

SHORT SUBCONTRACT FORM
STINGRAY CONSTRUCTION COMPANY LIMITED, GENERAL CONTRACTOR & SUBCONTRACTOR
THE RITZ-CARLTON, GRAND CAYMAN RESORT

- 147 n) Subcontractor shall give all notices and comply with all laws, ordinances,
148 rules, regulations and orders of any public authority bearing on the
149 performance of the Work under the Subcontract Agreement. Subcontractor
150 shall secure and pay for all permits, fees and licenses necessary for the
151 execution of the Work described in the Contract Documents as applicable to
152 the Subcontract Agreement.
- 153 o) Subcontractor shall comply with Federal, State and local tax laws, social
154 security acts, unemployment compensation acts insofar as applicable to the
155 performance of the Subcontract Agreement.
- 156 p) Subcontractor agrees that all Work shall be subject to the final approval of the
157 Architect. The Architect's decision in matters relating to artistic effect shall be
158 final if consistent with the intent of the Contract Documents.
- 159 q) Subcontractor shall indemnify and hold harmless Contractor and all of his
160 agents and employees from and against all claims, damages, losses and
161 expenses including attorney's fees arising out of or resulting from the
162 performance of Subcontractor's Work under the Subcontract Agreement,
163 provided that any such claim, damage, loss, or expense (a) is attributable to
164 bodily injury, sickness, disease, or death, or to injury to or destruction of
165 tangible property (other than the Work itself) including the loss of use
166 resulting there from, and (b) is caused in whole or in part by any negligent act
167 or omission of Subcontractor or anyone directly or indirectly employed by him
168 or anyone for whose acts he may be liable regardless of whether it is caused
169 in part by a party indemnified hereunder.


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SHORT SUBCONTRACT FORM
STINGRAY CONSTRUCTION COMPANY LIMITED, GENERAL CONTRACTOR & SUBCONTRACTOR
THE RITZ-CARLTON, GRAND CAYMAN RESORT

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IN WITNESS WHEREOF This written Contract specifically including the Terms and Conditions set forth on the back hereof, the Exhibits hereto, and the other Contract Documents incorporated herein by reference, constitutes our complete agreement and supersedes any prior oral or written negotiations.

"Subcontractor": Belfor (Canada) Inc.

"General Contractor": STINGRAY CONSTRUCTION COMPANY LTD.

Street Address 2625 Skeena Street

Street Address PO BOX 32319 SEVEN MILE BEACH

City, & State or Province Vancouver B.C. Canada

City, & State or Province GRAND CAYMAN

Country & Zip Code VSM-4T1

Country & Zip Code CAYMAN ISLANDS, BWI

Subcontractor's Acceptance: (Sign & return within 10 days of receipt)

General Contractor's Acceptance:

Subcontractor's Authorized Signature: [Signature]

General Contractor's Authorized Signature: [Signature]

Title Manager Technical Services

Title: Larry Kessinger, Operations Director

Date May 26 2005

Date: 26 May 05

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LK
GC ; SUB [Signature]



April 18, 2006

CUSTOMER: RITZ CARLTON HOTEL
Grand Cayman
Attention: Jim Carman
Jcarman77@aol.com
Cellular: 345 916 6767

RE: HURRICANE DAMAGE – GRAND CAYMAN ISLAND

DOCUMENT RESTORATION – COST BREAKDOWN

Following is our breakdown of costs relating to this project.

Preparation, boxing and loading

Packing labour – 56 hours @ \$45	\$2,520.00
Supervision – 16 hours @ 54	864.00
Boxes - 380 @ \$4.50	1,710.00
Packing tape and shrink wrap	115.00

Shipping

Grand Cayman to Fort Worth Texas	\$3,720.75
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Decontamination

Gamma Radiation 1,344 cubic feet @ \$15	20,160.00
Source Removal (visible mold) on records – 75 cu/ft. @\$45	3,375.00
Source Removal drawings and rolled documents–194 cu/ft. @ \$90	17,460.00

Reproduction

Paper Copy of 541,167 pages @ \$.25/pg	135,291.75
Transfer information and replace file jackets – 8,976 @ \$1.25	11,220.00
Copy drawings 19,439 @ \$9	174,951.00

Supplies

1.5 cubic foot file boxes - 250 @ \$3.25	812.50
Tubes for drawings 481 – 6" tubes @ 15.60	7,503.60
Miscellaneous supplies as per summary	7,008.24

Return Shipping

Fort Worth to Grand Cayman (increased weight due to duplicated copy of documents)	8,924.96
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Storage Charges

Storage and handling labour – 10 hours @ \$45	450.00
Storage – Jan 09 06 through April 08 06 @ \$35 USD per day or \$1,000 USD per month.	3,000.00

Total **\$399,086.80 USD**

All costs are calculated in United States dollars.

We are pleased to confirm the total cost is less than originally estimated.

Please contact the writer should you require further information regarding this project.

Yours truly,

BELFOR (Canada) Inc.

Marshall Oliver,
Director, Technical Services

Cellular: 604 329 5012
Toll Free: 888 432 1123
Email: marshall@belforcanada.ca



SUMMARY OF SUPPLIES

Item	Quantity	Price	Total
Clear front report covers	50	\$ 4.19	\$ 209.50
Transparent Covers	151	\$ 2.06	\$ 311.06
Book Boxes	249	\$ 0.78	\$ 194.22
Tape	40	\$ 0.88	\$ 35.20
S & M Binder Clips	308	\$ 0.10	\$ 30.80
L Binder Clips	66	\$ 0.39	\$ 25.74
Std Manila Folders	516	\$ 0.10	\$ 51.60
Lgl Manila Folders	2264	\$ 0.10	\$ 226.40
Binder 1/2 inch	8	\$ 1.99	\$ 15.92
Binder 1 inch	142	\$ 1.99	\$ 282.58
Binder 1 1/2 inch	118	\$ 3.49	\$ 411.82
Binder 2 inch	182	\$ 4.29	\$ 780.78
Binder 3 inch	235	\$ 5.49	\$ 1,290.15
Binder 4 inch	29	\$ 13.39	\$ 388.31
Binder Special 2x9x9	1	\$ 15.00	\$ 15.00
Std hanging file folder	48	\$ 0.26	\$ 12.48
Lgl Hanging file folder	808	\$ 0.32	\$ 258.56
4 section Classification	138	\$ 3.99	\$ 550.62
6 section Classification	6	\$ 4.29	\$ 25.74
Std pocket folder	9	\$ 0.38	\$ 3.42
Legal pocket folder	48	\$ 0.60	\$ 28.80
Prong Fasteners 3" set	1019	\$ 0.22	\$ 224.18
Prong Fasteners 8 1/2" set	131	\$ 0.70	\$ 91.70
Tab Dividers	4453	\$ 0.02	\$ 89.06
Small Plastic Combs	16	\$ 0.64	\$ 10.24
Medium Plastic Combs	49	\$ 0.47	\$ 23.03
Large Plastic Combs	12	\$ 0.57	\$ 6.84
Page Protectors	59	\$ 0.09	\$ 5.31
Data Binder	19	\$ 6.42	\$ 121.98
Envelopes 11 1/2x14 1/2	57	\$ 0.38	\$ 21.66
Staples	10	\$ 3.50	\$ 35.00
Paper Clips	25	\$ 2.50	\$ 62.50
Subtotal			\$ 5,840.20
20% Overhead and Profit			\$ 1,168.04
Total			\$ 7,008.24

IN THE GRAND COURT OF THE CAYMAN ISLANDS

BETWEEN: BELFOR (CANADA) INC

PLAINTIFF

AND:

STINGRAY CONSTRUCTION COMPANY LTD

DEFENDANT

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.
2. State whether the Defendant intends to contest the proceedings (tick appropriate box)
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)

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.

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

Ritch & Conolly
PO Box 1994
Grand Cayman KY1-1104

MB/10684/BELFOR USA

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]

**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

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.