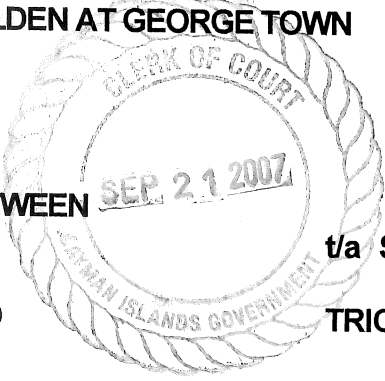


**IN THE GRAND COURT OF THE CAYMAN ISLANDS  
HOLDEN AT GEORGE TOWN**

**BETWEEN**

**AND**



**DAWN SMITH  
t/a Summit**

**TRICIA MCDOOM**

**CAUSE NO. 425 of 2007**

**PLAINTIFF**

**DEFENDANT**



**TO: TRICIA MCDOOM  
WEST BAY  
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 attached pages.

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. 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 of Service within the time stated, or if you return the Acknowledgements without stating that you intend to contest these proceedings, the Plaintiff may proceed with the action and judgement may be entered against you forthwith without further notice.

**Issued this 21 day of September, 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 day of September, 2007), unless renewed by order of the Court.

**IMPORTANT**

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

## STATEMENT OF CLAIM

1. That the Plaintiff is an individual resident in George Town, Grand Cayman, and conducting the business of building and renovation contractor in the Cayman Islands, trading under the name Summit.
2. That the Defendant is also an individual formerly resident in Grand Cayman, and registered proprietor of premises at Registration Section: West Bay Block: 5B and Parcel: 292
3. That the Plaintiff's claim against the Defendant is for the sum of \$ 32,000 being the balance of the price due from the Defendant to the Plaintiff for work done and materials supplied by the Plaintiff pursuant to a contract between the parties.
4. That by contract dated August 05, 2004 the Defendant agreed to pay for and the Plaintiff agreed to perform certain specific renovation works on the Defendant's premises at McDoom Lane, West Bay. These works included, but were not limited to roof repair, renovation of cabinets, appliances, installation of windows and doors.
5. That the agreed cost of these initial renovation works was the sum of CI \$126,750
6. That pursuant to the contract, the Plaintiff undertook and performed all the agreed works, and for which the sum of CI \$ 126,750 was paid by the Defendant.
7. That during the currency of the works being performed by the Plaintiff, the Defendant requested further works not originally agreed upon , and for which the Plaintiff agreed to perform, and for which the Defendant agreed to pay, the sum of CI \$ 32,000.

These works requested by the Defendant involved separating the house the subject of the initial renovation works into several separate apartments. This involved installing and separating electrical and plumbing works for each of the four apartments, as well as a laundry room.

8. That initially, the Plaintiff completed these further works in respect of the first three apartments, in good faith, and in pursuance of the new/amended agreement between the parties.

That when the Plaintiff demanded payment in respect of these works, the Defendant indicated that she was unable to make payment immediately, but would do so in full upon completion of the last remaining apartments.

9. That once again, in good faith, and pursuant to the agreement between the parties, the Plaintiff undertook these further works on the remaining apartments, completing the said works in or about October 2006.
10. That pursuant to the agreement between the parties, the Plaintiff made demand on the Defendant to make payment of the agreed sum of CI \$ 32,000 for the completed further works.
11. That despite repeated demands of the Defendant, she has failed/ refused and / or neglected to pay the said sum of CI \$ 32,000, and this sum remains due and owing.
12. That further, during the performance of these further renovation works for the Defendant, the Defendant's agent Donna Welcome, acting for and on behalf of the Defendant, made further demands on the subcontractors for works being performed by the Plaintiff, which had not been agreed between the parties. That as a result of the interference by this said agent acting for and on behalf of the Defendant, the Plaintiff was forced to find alternative subcontractors, and for which the Plaintiff incurred further cost and expense in finding alternative or replacement subcontractors to complete the said works.

That these further costs and expense totalled \$ 4,285 for electrical works and labour costs, and further sub-contractor's fees of \$ 710, totalling \$ 4,995. That the Plaintiff hereby claims against the Defendant for these further costs incurred by her.

13. That in order to perform the works, the Plaintiff was assisted by subcontractors, and was billed by these said subcontractors, and which invoices she has since paid.
14. That the Defendant continues to rent the property and as far as the Plaintiff is aware, and collect rental income from the property.
15. That the Plaintiff has been put to expense and continues to suffer loss as a result of the outstanding sums due and owing to her by the Defendant.

**AND THE PLAINTIFF THEREFORE CLAIMS:**

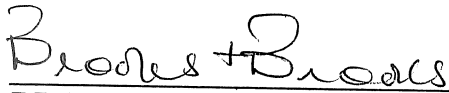
- (a) The sum of CI \$ 32,000.00
- (b) The further sum of \$ 4,995 being as to further costs and expenses incurred by the Plaintiff as a result of the interference of the Defendant's agent.
- (C) Interest at the rate of 7 1/4 % per annum on the outstanding sum of CI \$ 32,000 from the date hereof to the date of payment.

- (D) Costs
- (E) Attorney's costs
- (F) Any other or further relief as this Honourable Court deems just.

Dated this 13<sup>th</sup> day of September, 2007.



**DAWN SMITH**



**BROOKS & BROOKS**

**Attorneys-at-Law for the Plaintiff**

If within the time limited for returning the Acknowledgement of Service the Defendant pays the total amount claimed plus interest and costs, further proceedings will be stayed. The money must be paid to the Plaintiff or her attorneys.

THIS WRIT OF SUMMONS is filed by Brooks & Brooks for the Plaintiff whose address for service is One Artillery Court, Shedden Road, George Town, Grand Cayman.



## 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. If you wish to defend claims made in the originating summons, or intend to attend the proceedings and to participate in them so far as necessarily (although not necessarily in an adversarial manner) you should tick the "Yes " box in paragraph 2 of the acknowledgment of service.
3. 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.
4. Where the Defendant is used 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 sated on the Originating Summons)".
5. 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.
6. 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.
7. Where the Defendant is a LIMITED COMPANY the form must be completed by an Attorney or by someone authorized to act on behalf for the Company, but the Company can take no further step in the proceedings without an Attorney acting on its behalf.
8. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian ad litem.
9. A Defendant acting in person may obtain help in completing the form at the Courts Office

**NOTES ON ADDRESS FOR SERVICE**

**Attorney:** Where the Respondent is represented by an Attorney, state the Attorney's place of business in the Cayman Islands. A Respondent may not act by a foreign Attorney.

**Respondent in person:** Where the Respondent 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.

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

**Brooks & Brooks  
Attorneys-at-Law  
One Artillery Court  
Shedden Road  
George Town  
Grand Cayman  
British West Indies**

**Tel.: (345) 949 9377**

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

[Empty box for indorsement]