

**Writ of Summons (O.6, r.1)**

IN THE GRAND COURT OF THE CAYMAN ISLAND  
HOLDEN AT GEORGE TOWN, GRAND CAYMAN

**LEGAL AID**

CAUSE NO. *617* OF 1996

BETWEEN MR. ROGER CRIBB - PLAINTIFF  
AND: MR. PENDENNIS REED - DEFENDANT

SPECIALLY ENDORSED WRIT OF SUMMONS

TO: THE DEFENDANT Mr. Pendennis W. Reed, P&M Services Ltd., Building and Electrical Contractors, PO Box 1831 GT., Grand Cayman, BWI.

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 495G, 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 *15<sup>th</sup>* day of November 1996.

NOTE - This Writ may not be served later than 4 calendar 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

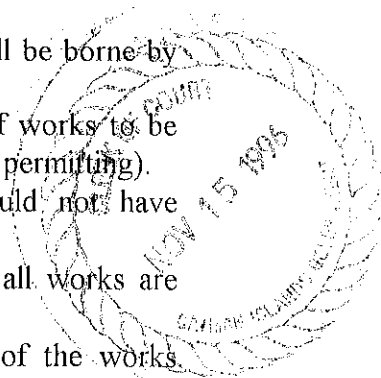
1. By an oral agreement later confirmed in writing and evidenced by a letter dated 25 September 1995 made between the Defendants and the Plaintiff, and signed only by the Defendant ("the contract"), the Plaintiff agreed to carry out works for the preparation and finishing of the Eastern Block at Caribbean Paradise Apartments, Grand Cayman, Cayman Islands.
2. The contract to which the Plaintiff will refer as may be necessary for its full terms, meaning and effect, provided, inter alia, as follows:

"This contract is to include a scope of works as follows:

1. Pressure wash all surfaces, including all railings, fascias, gutters and floors.
2. Surface preparation to all surfaces to be re-finished.
3. Coat walls, soffits and balcony ceilings. (Areas to be refinished for this agreement include all previously painted surfaces except green painted components, the ceilings on the front of the building and the soffits up to the 3<sup>rd</sup> floor balconies on the sides and the inside of the stairwell.)
4. Prime and paint A/C housings.
5. Caulk the balconies on the south side of the building between the floor and ceiling.
6. All scaffolding erection and dismantling, including pick up and delivery.
7. Clean up of the entire premises, and on a regular basis.

The following points should be noted:

1. The contract sum for this apartment block will be C1\$4,975.00, for labor only. (All materials will be provided for you.)
2. All labor costs necessary for the completion of this scope of works will be borne by you.
3. You will be paid weekly draws on work completed, with the scope of works to be completed within three weeks from the time of commencement (weather permitting).
4. The only variations considered will be those for works which could not have reasonably been foreseen upon the preparation of the estimate.
5. Due care must be taken for existing landscaping and property whilst all works are being performed.
6. It must also be noted that this agreement is subject to the extent of the works requested to be performed at this time and therefore this price would be adjusted accordingly."
3. Pursuant to the contract, the Plaintiff completed the work as specified.
4. By an oral agreement the Plaintiff agreed to carry out works for the preparation and finishing of the Middle Block at Caribbean Paradise Apartments, Grand Cayman, Cayman Islands of which half was completed before the Defendant told the plaintiff.



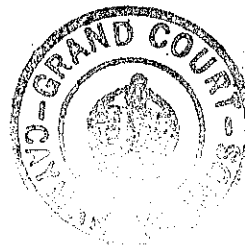
- \* not to continue. The terms of the oral agreement were the same as those set out in the contract and referred to at paragraph 2 above.
5. The Defendant has paid to the Plaintiff the sum of CI\$2,255.00 but in breach of the contract and the oral agreement has failed and/or refused to pay the balance of fees, namely CI\$5,207.50, which remains due and owing by him to the Plaintiff.

AND THE PLAINTIFF claims:

- (1) Damages for breach of contract;
- (2) Further, pursuant to The Judicature Law (1995 Revision), the Plaintiff is entitled to and claims interest on such sums as are found to be due at such rate and for such period as the Court shall think fit.
3. Costs.



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**BROOKS & BROOKS**



THIS WRIT was issued by Clyde H. Allen BSc whose address for service is Brooks & Brooks, Attorneys-At-Law, PO Box 1355, Grand Cayman, British West Indies



IN THE GRAND COURT OF THE CAYMAN ISLAND  
HOLDEN AT GEORGE TOWN, GRAND CAYMAN



CAUSE NO. [REDACTED] OF 1996

BETWEEN MR. ROGER CRIBB - PLAINTIFF  
AND: MR. PENDENNIS REED - 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*)

yes  no

3. If the claim against the Defendant is for a debt or a 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

Service of the Writ is acknowledged accordingly

(Signed).....

[Attorney] for

[Defendant in person]

Address for service:

*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.*

C. H. Allen BSc  
Brooks & Brooks  
Attorneys-At-Law  
PO Box 1355 GT  
Grand Cayman  
Cayman Islands  
BWI

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