

IN THE GRAND COURT OF THE CAYMAN ISLANDS

G0908

CAUSE NO. OF 2008

BETWEEN PAUL'S METAL ROOFING & GUTTERING LTD.

PLAINTIFF

AND K COAST DEVELOPMENT LTD.

DEFENDANT



WRIT OF SUMMONS



To: K Coast Development Ltd
44 Sherwood Drive
Industrial Park
Grand Cayman

THIS WRIT 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 this action. If you intend to defend this action, in whole or in part, you must set out full particulars of your defence in the space provided in the *Acknowledgment of Service* form.

If you fail to satisfy the claim or to return the *Acknowledgment of Service* form containing full particulars of your defence, the Plaintiffs may apply for a default judgment without any further notice to you.

Issued this day of , 2008

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 company incorporated in the Cayman Islands, holding a Trade and Business Licence which allows it to provide various construction and roofing-related services in the Cayman Islands.
2. The Defendant was at all times material tot his claim providing construction related services.
3. On 18 November 2006 the Defendant entered into a contract with the Plaintiff for the Plaintiff to supply and install a maximum 6000 linear feet of seamless aluminium guttering and downspouts to Ocean Club. The value of the contract was CI\$26,000.00.
4. The Plaintiff performed its obligations under the contract and completed the supply and installation at Ocean Club on 31 May 2007.
5. Upon completion, the Plaintiff invoiced the Defendant a sum of CI25,668.00 for the goods supplied and work performed under the contract.
6. On 24 November 2006 the Defendant entered into a contract with the Plaintiff for the Plaintiff to supply and install ice and water membrane to all roof surfaces, 0.32 aluminum standing seam to main and porch roofs and wrap sub-facia with aluminium on buildings 3F, 2A and 4A of Cayman Crossing at South Sound. The value of the contract was CI\$67,832.00.
7. Between 15 December 2006 and 26 March 2007, the Defendant paid the Plaintiff a total of CI\$32,220.00.
8. The Plaintiff performed its obligations under the contract and completed the supply and installation at Cayman Crossing on 11 July 2007.

9. Upon completion, the Plaintiff requested of the Defendant balance payment of CI\$35,611.80 for the goods supplied and work performed under the contract.

10. Since 18 July 2007 the Plaintiff has tried unsuccessfully to collect the outstanding balance and the Defendant still owes to the Plaintiff the total amount of CI\$61,299.80.

AND THE PLAINTIFF CLAIMS:

1. CI\$61,299.80;
2. Interest in accordance with Section 34 of the Judicature Law (2007 Revision);
3. Costs.
4. Further or other relief as the Court deems fit and proper.

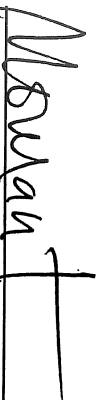
STATEMENT REGARDING INTEREST

The Plaintiff claims interest on the sum of CI\$61,299.80 from 18 July 2007 to 25 April 2008 at the rate of 7.25% per annum or as may be varied from time to time by the Grand Court Rules.

Interest due to the date of issue totals CI\$3434.76 from 18 July 2007 to 25 April 2008 and is continuing until judgment or sooner payment at the daily rate of CI\$12.18.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of CI\$64,734.56 (including interest) further proceedings will be stayed. The money must be paid to the Plaintiff or his Attorney.

DATED this 28 day of April, 2008



MOURANT du FEU & JEUNE
Attorneys-at-Law for the Plaintiff

To: The Clerk of the Court

And to: K Coast Development Ltd.
 44 Sherwood Drive
 Industrial Park
 P.O. Box 10587
 Grand Cayman
 KY1-1005
 Cayman Islands

THIS WRIT was issued by Messrs. Mourant du Feu & Jeune, Attorneys-at-Law for the Plaintiff whose address for service and correspondence is P.O. Box 1348, Third Floor, Harbour Centre, George Town, Grand Cayman, B.W.I.

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 installments 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 his 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.

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BETWEEN PAUL'S METAL ROOFING & GUTTERING LTD. PLAINTIFF

AND K COAST DEVELOPMENT LTD DEFENDANT

ACKNOWLEDGMENT OF SERVICE

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 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.

Messrs. Mourant du Feu & Jeune
Attorneys-at-Law
Third Floor, Harbour Centre
P. O. Box 1348
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.

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