

IN THE GRAND COURT OF THE CAYMAN ISLANDS



CAUSE NO. **EO210** OF 2008

BETWEEN **PAUL'S METAL ROOFING & GUTTERING LTD.** PLAINTIFF

AND **STERLING DWAYNE EBANKS** DEFENDANT

\_\_\_\_\_  
WRIT OF SUMMONS  
\_\_\_\_\_



To: Sterling Dwayne Ebanks  
Courtyard Villas  
18 Courtyard Drive  
West Bay

**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. On 7 January 2005 the Defendant entered into a contract with the Plaintiff to supply and install seamless aluminum guttering with downspouts, ice and water shield and 0.32 aluminum standing seam to all roof surfaces at the apartment complex called Courtyard Villas at West Bay. The value of the contract was for CI\$46,376.82. Upon entering into the contract, a deposit of CI\$23,188.41 representing half the contract value was paid by the Defendant.
3. The Plaintiff performed its obligations under the contract and completed the supply and installation at Courtyard Villas on 23 February 2005.
4. Upon completion, the Plaintiff requested of the Defendant balance payment of CI\$23,188.41 for the work performed and goods supplied under the contract.
5. Since 3 March 2005 the Plaintiff has tried unsuccessfully to collect on the outstanding balance and the Defendant still owes to the Plaintiff the amount of CI\$23,188.41.

#### AND THE PLAINTIFF CLAIMS:

1. CI\$23,188.41;
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 from the 3 March 2005 to the 30 June 2006 at the rate of 3% per annum and thereafter at the rate of 7.25% per annum or as may be varied from time to time by the Grand Court Rules.

Interest from 3 March 2005 to 30 June 2006 totals CI\$926.35 at the daily rate of CI\$1.91.

Interest from 1 July 2006 to 24 April 2008 totals CI\$3,058.33 at the daily rate of CI\$4.61.

Interest due to the date of issue totals CI\$3,984.68 from 3 March 2005 to 24 April 2008 and is continuing until judgment or sooner payment at the daily rate of CI\$4.61.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of CI\$27,173.09 (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: Sterling Dwayne Ebanks  
Courtyard Villas  
18 Courtyard Drive  
West Bay

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.



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.*

--