

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 329 OF 2009

BETWEEN:

JEC PROPERTY CONSULTANTS LIMITED

AND:

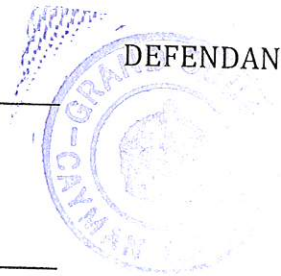
PLAINTIFF

K-COAST DEVELOPMENT LIMITED

DEFENDANT



WRIT OF SUMMONS



**TO:** Gilles Langlois  
K-Coast Development Limited  
44 Sherwood Drive  
Industrial Park  
P.O. Box 10587  
Grand Cayman, KY1-1005

**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.

**DATED** this 9 day of July, 2009

**ISSUED** this \_\_\_ day of July, 2009

**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.

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## STATEMENT OF CLAIM

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1. The Plaintiff is a Cayman Islands ordinary company whose principal office is situated at 96 Mary Street, George Town, Grand Cayman. The Plaintiff was at all material times carrying on business as a Property Consultant.
2. The Defendant is a Cayman Islands ordinary company whose principal office is situated at 44 Sherwood Drive, Industrial Park, P.O. Box 10587, George Town, Grand Cayman, KY1-1005 and was at all material times carrying on business as a Property Development Company.
3. On or about July/August 2007, the Plaintiff and the Defendant entered into an Agreement evidenced in writing by email correspondence between the parties and invoices from the Plaintiff to the Defendant whereby the Plaintiffs would supply services to the Defendant. Full particulars of the services which were to be supplied were known to the Defendant and included, but were not limited to the following; assisting in the drafting of pleadings in a court case which the Defendant was taking against a Third Party; commenting on the Defence and Counterclaim submitted by the said Third Party; conducting a site inspection; preparing expert reports; reviewing statements and reports; appearing on the Defendant's behalf in arbitration proceedings and advising generally on all ancillary matters (the "Services").
4. In furtherance of the Agreement the Services were undertaken by the Plaintiff on behalf of the Defendant and at the Defendant's request.

5. In pursuance of the said Contract, the Plaintiffs provided the Services and carried out the works on an ongoing basis during 2007 and 2008 for the Defendant, who received and accepted the same.
6. The Plaintiff issued invoice number 11292 and invoice number 11420 for initial work done on behalf of the Defendant. These invoices totalled \$7,068.75 and were paid by Broadhurst Barristers on behalf of the Defendant on the 9<sup>th</sup> of October 2007.
7. Two further invoices, invoice number 11735 and invoice number 11660, were issued in respect of further work done and services provided for the Defendant in September, October and November 2007. These invoices amount to CI\$32,456.25. The Defendant has acknowledged that this money is owed to the Plaintiff yet the Defendant has wrongfully failed, refused or neglected to pay the Plaintiff the price of the said services, namely CI\$32,456.25, and the same is still due and owing to the Plaintiff.
8. The Plaintiffs also claim interest on all overdue sums pursuant to the Judicature Law and the Judgment Debts Rates of Interest Rules with effect from July 2007 to date and until such outstanding sums are fully paid.

**THE PLAINTIFFS THEREFORE CLAIMS:**

- (a) Damages in the sum of CI\$32,456.25
- (b) Interest at a rate of 2% per month calculated on daily basis in accordance with the agreement on the principal amount outstanding per month from the date of the writ until payment in full;
- (c) Alternatively, Interest Pursuant to the Judicature Law and Judgment Debts (Rates of Interest) Rules; date of the writ until payment in full;
- (d) Costs to be Taxed if not agreed;

If within the time for returning the Acknowledgement of Services, the Defendant pays the total amount claimed CI\$32,456.25 plus interest and costs further proceedings will be stayed. The money must be paid to the Plaintiffs or their Attorneys.

DATED this 9 day of July 2009

Goldfield Cayman  
**GOLDFIELD CAYMAN ATTORNEYS-AT-LAW**  
Attorneys-at-Law for the Plaintiffs

**THE WRIT OF SUMMONS and STATEMENT OF CLAIM** is prepared and filed by **GOLDFIELD CAYMAN ATTORNEYS-AT-LAW**, Attorneys-at-Law for and on behalf of the Plaintiffs herein, whose address for service is situated at Rankin's Plaza, 21 Eclipse Drive, P.O. Box 1431 GT, George Town, Grand Cayman, Cayman Islands.

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***DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE OF  
WRIT OF SUMMONS***

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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 Plaintiffs (or on the Plaintiffs 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 Plaintiffs 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**

**Please complete overleaf**

**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.

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CAUSE NO. OF 2009

BETWEEN:

JEC PROPERTY CONSULTANTS LIMITED

PLAINTIFF

AND:

K-COAST DEVELOPMENT LIMITED

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 liquidated demand, AND she 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 NO

Service of the Writ is acknowledged accordingly

(Signed).....Attorney for the Defendant

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

Goldfield Cayman Attorneys-at-Law  
Rankin's Plaza, 21 Eclipse Drive  
P.O. Box 10734  
Grand Cayman, KY1-1007  
Cayman Islands

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