

BETWEEN:

KAJAM CO. LTD

Plaintiff



AND:

LIGHTHOUSE POINT DEVELOPMENT LTD

Defendant



WRIT OF SUMMONS

TO: Lighthouse Point Development Ltd.
PO Box 31435
571 Northwest Point Road
Grand Cayman, KY1-1206
Cayman Islands

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 Courts Office, PO Box 495GT, George Town, Grand Cayman, the accompanying Acknowledgment of Service stating whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgment of Service within the time stated, or if you return the Acknowledgement of Service 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 20th Day of May 2010

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 Acknowledgement of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. The Plaintiff is a Cayman Islands company which provides plumbing services to the construction industry in the Cayman Islands.
2. The Plaintiff's office is located at 102 Rossette Close, Mount Pleasant, West Bay, Grand Cayman.
3. The Defendant is a land development company with whom the Plaintiff had an established business relationship, with an address at 571 Northwest Point Road, West Bay, Grand Cayman, Cayman Islands, (P.O. Box 31435).
4. The Plaintiff was first engaged by the Defendant in or about 2001 when the Defendant contracted the Plaintiff to carry out certain plumbing works on three wooden structure houses.
5. The Defendant being completely satisfied with the plumbing expertise of the Plaintiff subsequently awarded the Plaintiff the contract to provide plumbing works for the resort development known as Cobalt Coast Resort, situated in West Bay, Grand Cayman. This Resort consisted of 18 units together with an additional 10 villas. Again, the Defendant was completely satisfied with the plumbing service and expertise provided by the Plaintiff's company.
6. In or about August 2008, the Defendant contracted in writing with the Plaintiff, to carry out plumbing works on a new project located at 571 Northwest Point Road, West Bay, Grand Cayman and known as the Lighthouse Point Development (the "**Contract**").

7. This project was situated on Block 1E Lot 15 No. 571 Northwest Point Road, West Bay, Grand Cayman and involved plumbing works to be undertaken by the Plaintiff in respect of nine apartment units and two dive shops (the "**Project**").
8. The Defendant agreed to pay to the Plaintiff the contract price of CI\$95,675.00 (the "**Contract Price**") for the plumbing works to be undertaken by the Plaintiff in connection with the Project.
9. The plumbing works were carried out by the Plaintiff in accordance with the Contract.
10. The final Plumbing Inspection of the plumbing works undertaken by the Plaintiff was carried out by an Inspector from the Cayman Islands Planning Department (the "**Inspector**") on 3 and 4th August 2009.
11. The Inspector's Report dated 4 August 2009 notes that "Nine apartment units and two dive shops inspected all is in good working order". The Inspector's Report bears the initials of the Inspector, "ML".
12. The Defendant has to date paid to the Plaintiff the sum of CI\$87,000.00. This sum reflects payment against the Contract price plus additional works undertaken by the Plaintiff, some of which were discounted
13. By a letter dated 15 October 2009, the Plaintiff wrote to the Defendant formally requesting the outstanding balance of CI\$11,672.00, A balance of CI\$8,400.30 from the original contract price plus CI\$3,271.70 for additional discounted work undertaken by the Plaintiff with the agreement of the defendant.
14. The Plaintiff subsequently presented to the Defendant, invoices for further additional works undertaken on the project by the Plaintiff as requested by the Defendant. These further additional invoices together with the CI\$11,672 make up the final sum of CI\$19,226.00 due and owing to the Plaintiff.
15. The Plaintiff has subsequently orally demanded payment of the CI\$19,226.00 on several occasions, and on 21 December 2009 sent a Demand Letter to the Defendant by registered mail.
16. On 8 January 2010 the Defendant acknowledged receipt of the Demand Notice and through his attorneys denied that outstanding monies were due and owing to the Plaintiff as per the contract of agreement between the parties.

17. The Plaintiff replied to the Defendants correspondence on 29 March 2010 re-iterating that if the monies owed to the Plaintiff were not received by 15 April 2010, the Plaintiff would commence legal proceedings in the Grand Court.
18. Notwithstanding the above requests for payment, wrongfully and in breach of contract, the Defendant has failed to pay the outstanding sum due and owing.

AND THE PLAINTIFF claims:

1. CI\$19,226.00 as the debt currently due and owing.
2. Pre-judgment and post-judgment interest in accordance with the Judicature Law and at a daily rate of interest established by the Judgment Debts (Rates of Interest) Rules 2008 as prescribed or alternatively at the discretion of this Honourable Court.
3. Fixed Costs and legal fees
4. Such further and other relief as this Honourable Court may deem just and equitable.

Statement of Interest

1. The rate of interest claimed is 5.00% per annum.
2. The amount of interest accruing each day is CI\$2.64

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of CI\$19,226.00 (plus costs as indicated above) further proceedings will be stayed. The money must be paid to the Plaintiff or its Attorney.

Dated 20th May 2010



STUARTS WALKER HERSANT

Attorneys-at-Law for the Plaintiff

BETWEEN:

KAJAM CO. LTD

Plaintiff

AND:

LIGHTHOUSE POINT DEVELOPMENT LTD

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.

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1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged

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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 No

Service of the Writ of Summons is acknowledged accordingly

(Signed) _____
Attorney for

NOTE 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/she must give his post office box number and the physical address of his/her residence or, if he/she does not reside in the Cayman Islands, he/she must give an address in Grand Cayman where communications for him/her 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/her name, address and reference, if any, in the box below.

Irvin Banks

STUARTS WALKER HERSANT

Attorneys-at-Law

4th Floor, Cayman Financial Centre

36A Dr. Roy's Drive

P.O. Box 2510 GT

George Town

Grand Cayman, KY1-1104

Cayman Islands

Tel: 345 949 3344

Fax: 345 949 2888

Ref: **IB/4552**

Endorsement by Defendant's Attorney (or by Defendant if responding in person) of his/her name, address and reference, if any, in the box below.

Conyers Dill & Pearman

Attorneys at law for the defendant

Cricket Square

Hutchins drive

PO Box 2681

Grand Cayman KY1-1104

Cayman Islands

**DIRECTIONS FOR ACKNOWLEDGEMENT 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, PO Box 495, 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 of Guidance

Notes for Guidance:

1. Each Defendant (if there are more than one) is required to complete an Acknowledgement 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/her.
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 authorized 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.