

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: <sup>310</sup> OF 2010

IN THE MATTER OF SECTION 134(2) OF THE REGISTERED LAND LAW (2004 REVISION)

BETWEEN:

**CARIBBEUS ARCHITECTURAL DEVELOPMENT LTD**

**PLAINTIFF**

AND

**BCQS LIMITED**



**FIRST DEFENDANT**

AND

**THE REGISTRAR OF LANDS**

**SECOND DEFENDANT**



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**ORIGINATING SUMMONS**

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**LET THE DEFENDANTS** of PO Box 2503 GT, and PO. Box 1089 GT, George Town, Grand Cayman attend before the Judge in Chambers, at the Law Courts, George Town, Grand Cayman on the 4 day of September 2010, at 2 o'clock on the hearing of an application by the Plaintiff of PO Box 1994, KY1 1103 Grand Cayman for relief pursuant to section 134(2) of the Registered Land Law (2009 Revision) as follows:-

1. The Plaintiff together with L.E Bell Construction Company Ltd entered into a contract with a third party on 28<sup>th</sup> March 2000. Pursuant to this contract the third party agreed to provide various project management and surveying services to the Plaintiff and L.E. Bell Construction Company Limited in relation to the property known as Grand Harbour in exchange for various payments as set out in paragraphs 3 to 5 of that contract.
2. On or around 18<sup>th</sup> April 2008, the third party entered into a written agreement with the First Defendant whereby all of the right, title and interest in relation to the agreement dated 28<sup>th</sup>

March 2000 was assigned to the First Defendant. In or around July 2009 the Plaintiff and First Defendant entered into settlement discussions whereby it is asserted by the First Defendant that a settlement was agreed even though there was no signed Deed of Agreement.

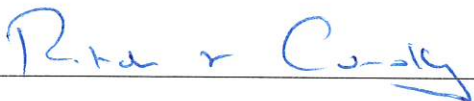
3. On 30<sup>th</sup> July 2010 the First Defendant issued proceedings, under Cause No. 274/2010, against both the Plaintiff and L.E. Bell Construction Ltd. Under the general endorsement, attached to the Writ of Summons, it was alleged that the remuneration owed to the Third Party under the contract dated 28<sup>th</sup> March 2000 (subsequently assigned to the First Defendant) included but was not limited to:-
  - a. CI\$8,000 per month from 28th March 2000;
  - b. 5 per cent of the value of any part of the development (at Grand Harbour) that is sold by the Plaintiff or L.E. Bell Construction Company Ltd;
  - c. a 25 per cent interest in any development company formed in order to develop any part of the development at Grand Harbour.
4. Under Paragraph 10 of the generally endorsed Writ, the claim was for debt arising from the breach of the agreement dated 28 March or alternatively the Settlement Agreement as well as an account of the sums due to First Defendant.
5. An acknowledgement of service was filed by the Plaintiff and L.E. Bell Construction Company Ltd on 11<sup>th</sup> August 2010, whereby their intention to contest the claims set out in the Writ was confirmed.
6. On 4<sup>th</sup> August 2010, the First Defendant wrote to the Second Defendant, the Registrar of Lands. In this letter the First Defendant specifically asked that the Second Defendant place a restriction over the properties at Block 22E Parcel 335, 336, 445, 446 and 444. All these properties were owned by the Plaintiff.
7. At Paragraph 2 of the letter the First Defendant stated that it had a "*beneficial interest in the properties*", and it had "*reason to believe the proprietors of the Properties intend to sell the Properties thereby defeating their beneficial interest*". At Paragraph 3 of the letter it was stated that the "*the property is currently subject to litigation in relation to the BCQS interest*". The Writ of Summons in Cause No. 275 of 2010 was attached to the letter.
8. Following receipt of the above letter the Second Defendant sent a letter, dated 24<sup>th</sup> August 2010, to the Plaintiff advising that an application had been received from Broadhurst Barristers, on behalf of their clients, to register a restriction "*on the above registers pursuant to a writ of summons*". The Notice further advised that a restriction had been entered on the Register for Block 22E, Parcels 301, 336, 444, 445, and 446. The Notice said that the restrictions were entered upon the above registers until 15<sup>th</sup> March 2011. The Notice went on to say that "*if you*

*have any objections to the registration of this restriction you must notify me in writing before 5<sup>th</sup> October 2010”.*

9. The Plaintiff has entered into a contract for the sale of Parcel 446 with a third party. Both parties are ready to complete the sale, but the transfer cannot take place, as yet, because the restriction remains on the Register. The Plaintiff has requested that the First Defendant agree to the restrictions being removed, but has not, as yet, received an answer.
10. In the premises, the Plaintiff seeks an order pursuant to Section 134(2) of the Registered Land Law (2004) Revision, that the restrictions placed on Block 22E Parcels 301, 336, 444, 445 and 446 by the Second Defendant be removed from the register.

**AND LET THE DEFENDANT** within [14 days] after service of this summons on him counting the day of service, return the accompanying Acknowledgment of Service to the Courts office.

Dated the 8<sup>th</sup> day of September 2010.



**RITCH & CONOLLY**  
**Attorneys for the Plaintiff**

**NOTES:-**

(1) This Summons 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 above date unless renewed by order of the Court.

(2) If a defendant does not attend personally or by his attorney at the time and place above-mentioned such order will be made as the Court may think just and expedient.

**IMPORTANT**

Directions for Acknowledgment of Service are given with the accompanying form.

This ORIGINATING SUMMONS was issued by Ritch & Conolly, Attorneys-At-Law for the Plaintiffs, whose address for service is Box 1994, Queensgate House, 113 South Church Street, George Town, Grand Cayman KY1-1104, Cayman Islands.