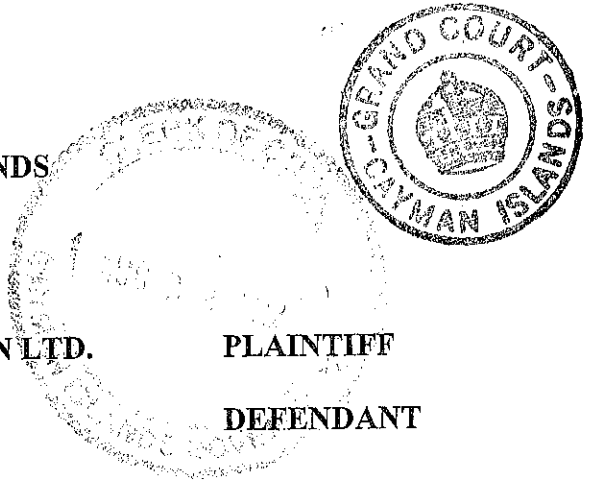


IN THE GRAND COURT OF THE CAYMAN ISLANDS  
Civil Division  
Cause No. 0368 of 2012



**BETWEEN:** CASUARINA CONSTRUCTION LTD. PLAINTIFF  
**AND:** LILLIETH McLAUGHLIN DEFENDANT

**WRIT OF SUMMONS**

TO: Lillieth McLaughlin  
c/o Bodden & Bodden  
Grand Pavilion Commercial Centre  
802 West Bay Road  
Grand Cayman KY1-1003

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, PO Box 495, George Town, Grand Cayman KY1-1106 the accompanying Acknowledgement 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.

Issued this 28<sup>th</sup> day of August, 2012.

NOTE – This Writ 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 general contractor.
2. The Defendant resides at a property off Beach Bay Road, Beach Bay, Grand Cayman and is the registered proprietor of that property known as parcel 244 of block 38E (“the Property”).
3. On or about 29<sup>th</sup> June 2010 the Plaintiff at the request of the Defendant provided the Defendant with an estimate for the cost of construction of a dwelling house on the Property. The total estimated cost set out in that estimate was CI\$356,550.00.
4. The Defendant accepted the Plaintiff’s estimate and permitted it to enter the Property and commence construction works there for the purpose of constructing the said dwelling house.
5. Between July 2010 and 7<sup>th</sup> September 2011 the Plaintiff diligently proceeded with the construction of the dwelling house on the Property.
6. On the following dates the Plaintiff submitted applications for payment to the Defendant which were paid by the Defendant.

4 <sup>th</sup> March 2011	CI\$61,452.00
13 <sup>th</sup> May 2011	CI\$45,065.00
24 <sup>th</sup> June 2011	CI\$71,058.00

7. On or about 22<sup>nd</sup> August 2011 and in breach of the terms of the agreement between the Defendant and the Plaintiff, the Defendant telephoned the Plaintiff and advised the Plaintiff that the Defendant was unable to continue to pay the Plaintiff and requested the Plaintiff to cease all works and remove his personnel from the Property.
8. In consequence of the Defendant’s instructions to the Plaintiff the Plaintiff inventoried the material and equipment that it had at the Property (which material and equipment the Plaintiff had paid for for the purpose of using in connection with the

construction of or, to be installed in the dwelling house being built on the Property). Details of these materials have already been provided to the Defendant however, they were valued at CI\$29,842.68.

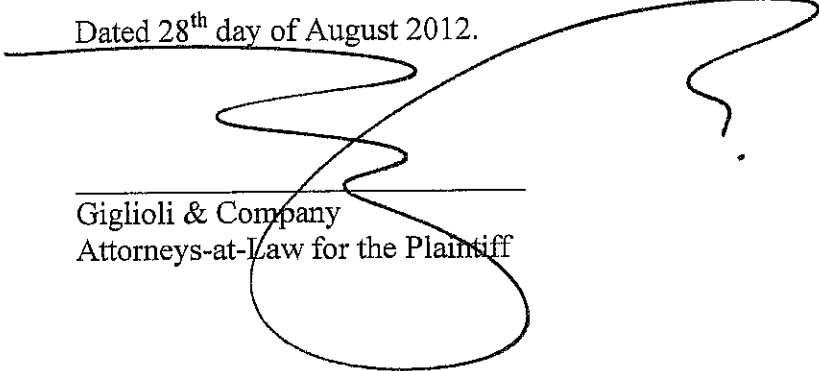
9. The Plaintiff also engaged JEC Property Consultants Ltd. to value the cost of the works carried out by the Plaintiff pursuant to the agreement until 22<sup>nd</sup> August 2011. By a report dated August 2011 (which the Plaintiff shall refer to at the trial hereof for its full meaning and effect) the works carried out by the Plaintiff at the Property were valued at CI\$242,086.00.
10. In the premises the Plaintiff was owed a total of CI\$271,929.00 in respect of the value of the works, materials and equipment used in relation to the construction on the Property and the materials and items paid for by the Plaintiff and left at the Property on 7<sup>th</sup> September.
11. The Plaintiff gives credit for CI\$253,575.00 being the total value of the monies paid by the Defendant to the Plaintiff in the course of construction of the dwelling house on the Property.
12. In the premises the Defendant owes the Plaintiff CI\$18,354.00 on account of the unpaid work, equipment and materials provided in connection with the construction of the dwelling house pursuant to the Plaintiff's estimate which was accepted by the Defendant.

#### **AND THE PLAINTIFF CLAIMS**

1. The sum of CI\$18,354.00 being the balance due and owing to the Plaintiff.
2. Interest thereon pursuant to statute from 7<sup>th</sup> September 2011 until the date of payment. Interest to the date of issue of the writ is CI\$432.27. Interest accrues on the debt in the amount of CI\$1.21 per diem.
3. Costs.

If, within the time for returning the acknowledgment of service, the Defendant pays the total amount claimed of CI\$18,354.00 together with interest and costs, further proceedings will be stayed. The money must be paid to the Plaintiff or its attorney.

Dated 28<sup>th</sup> day of August 2012.



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Giglioli & Company  
Attorneys-at-Law for the Plaintiff

This Writ was issued by Giglioli & Company whose address for service is P.O. Box 2505, 4F, Kirk House, George Town, Grand Cayman KY1-1104