

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 39 OF 2013

BETWEEN:

CARIBBEAN CONSTRUCTION COMPANY LIMITED

Plaintiff

- AND -

ROGER HENDRICKSON

Defendant

WRIT OF SUMMONS

TO THE DEFENDANT:

C/O Campbells Attorneys-at-Law
Cricket Square
Grand Cayman,
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 Court Office, P.O. Box 495, George Town, Grand Cayman, the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings.

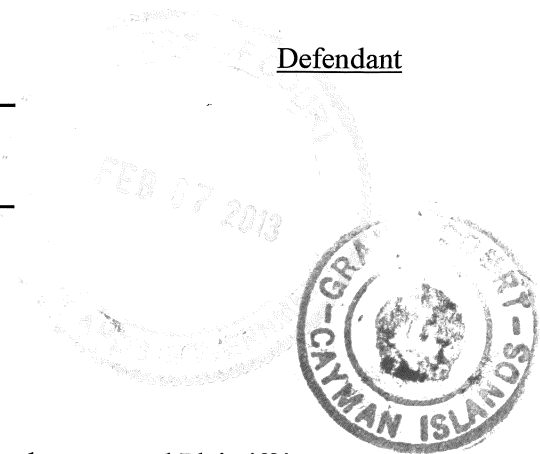
If you fail to satisfy the claim or to return the Acknowledgement within the time stated, or if you return the Acknowledgment without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 7th day of February 2013

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 local company incorporated in the Cayman Islands and at all material times has carried on business in the Cayman Islands as a construction contractor.
- 2 The Defendant is an individual who resides in the Cayman Islands and, at all material times, was the registered proprietor of the property described as block 9A, parcel 559 (“the Site”).
- 3 On or about 24 July 2009 the Plaintiff and Defendant entered into a contract whereby the Plaintiff would complete certain construction work at the Site and the Defendant would to pay the Plaintiff for completing that construction work (the “Contract”).
- 4 CAD Plus Limited was appointed as the Defendant’s agent under the Contract (the “Agent”).
- 5 The Contract contains terms including, but not limited to, the following (paraphrased):
 - 5.1 The Plaintiff shall perform all works required to construct the proposed residence and all other structures and/or works as defined in construction drawings provided by the Defendant’s agent, CAD Plus Limited (the “Contract Works”) (*clause A*);
 - 5.2 The Defendant shall pay the Plaintiff CI\$1,082,281.00 (the “Contract Sum”) to complete the Construction Works (*clause C*);
 - 5.3 The Plaintiff shall have 52 weeks or 12 calendar months (the “Contract Time”) to complete the Contract Works (*clause E1*);
 - 5.4 Any changes to the Contract Works requested by the Defendant in writing are to result in a corresponding adjustment to the Contract Sum and/or Contract Time (*clauses C3 and E1*);

- 5.5 Should the Defendant or the Agent request changes to the Contract Works, the Plaintiff shall provide an estimate of the cost of the requested change. The Contract Sum will be amended to reflect any saving or increased costs caused by the requested change (*clause 4 of Part 2: Conditions*);
- 5.6 Any request by the Plaintiff for a change to the Contract Works shall be submitted in writing and require the approval of the Defendant or the Agent (*clause 4 of Part 2: Conditions*);
- 5.7 If the Plaintiff has to spend extra time on the project because of changes to the Contract Works or for reasons beyond the Plaintiff's control, including delay caused by the Defendant, the Defendant shall allow the Plaintiff to extend the Contract Time by a fair and reasonable amount (*clause 5a of Part 2: Conditions*);
- 5.8 The Plaintiff shall claim any reasonable costs arising from the Contract Time being extended because of any delay caused by the Defendant (*clause 5b of Part 2: Conditions*);
- 5.9 The Plaintiff shall not proceed with any changes to the Contract Works unless instructions are issued in writing (*clause 4 of Part 2: Conditions*);
- 5.10 The Plaintiff shall make application for payment to the Agent and, upon approval by the Agent, the Defendant or the Agent shall pay the Plaintiff in accordance with the payment schedule attached and marked "Appendix B" (*clause D1*);
- 5.11 At the agreed periodic interval (to be provided within two working weeks of the Contract being signed) the Plaintiff will invoice the Defendant in writing through the Agent for the amount due after taking into account any changes to the Contract Sum (*clause 6a of Part 2: Conditions*);
- 5.12 The Defendant shall pay 95% of the amount due (or invoice amount, if such calculation have not been done) no later than 7 days after receiving the invoice from the Plaintiff (*clause 6b of Part 2: Conditions*);

- 5.13 The Plaintiff agrees that 5% of all payment requests shall be retained by the Defendant or the Agent until practical completion of the project (the "Retention") at which time 50% of the Retention shall become due to the Plaintiff (*clause D1*);
- 5.14 The Plaintiff agrees that the Retention not paid to the Plaintiff upon practical completion shall be paid to the Plaintiff upon completion of a defects list or the expiring of a 3 month defects period, whichever is greater, with the defects period to commence upon the issuance of a certificate of occupancy by the Cayman Islands Building Control Department (*clause D2*);
- 5.15 The Defendant will pay the balance of 2.5% of the Retention no later than 30 days after the certificate of occupancy has been issued and a further 2.5% upon the expiration of the defects period provided that all defects have been made good and agreed by the Defendant, Agent and Plaintiff (*clause 6c of Part 2: Conditions*);
- 5.16 The works will not be deemed to be complete until the Defendant or his Agent and the Building Control Department has agreed the works conform to the approved drawings and /or subsequent revisions (*clause E2*);
- 6 "Appendix B" referred to in clause D1 of the Contract does not exist and no "Appendix B" has ever been created by the parties. The requirement to provide a payment schedule was thereby waived by the parties and the Plaintiff instead made regular payment applications when necessary.
- 7 The parties waived the requirement for changes to be requested in writing and accordingly some changes were requested orally.
- 8 The Defendant requested a number of variations and additions ("the Variations") as set out in the attached Scott Schedule.
- 9 Payment for the contractual variations is governed by clause D and condition 6 of the Contract in the same way as for the Contractual Works.

- 10 There was also an oral agreement between the Plaintiff, Defendant and Agent that where the parties were unable to agree on a price for the variations, Charterland Ltd (“Charterland”), a quantity surveyor, would be appointed to value the work to be carried out and the parties would agree to the value Charterland submitted. The parties had discretion to agree a different figure than the figure submitted by Charterland they did not agree with the Charterland figure.
- 11 The attached Scott Schedule outlines a list of the work completed, the agreed values, omissions and discounts, payments made by the Defendant and outstanding balances.
- 12 By 17 December 2010, the Plaintiff had brought the Contractual Works and Variations to practical completion.
- 13 Further and/ or in the alternatively, by 17 December 2010, the Plaintiff had brought the Contractual Works & Variations to substantial completion and/or had taken all steps to bring the Contractual Works & Variations to practical completion.
- 14 Following practical completion, the Defendant had an obligation to pay 2.5% of the retention.
- 15 Thereafter, the Defendant failed to provide a final defects list or further instructions.
- 16 The Defendant took possession of the Site on 6 January 2011 and the 3 month defect period passed on or around 17 March 2011. The remaining 2.5% retained fee is therefore payable by the Defendant to the Plaintiff.
- 17 The Defendant has paid CI\$768,953.42 towards the Contractual Works.
- 18 In breach of the Contract, the Defendant has failed to pay CI\$159,850.02 which is made up of the remainder of the 95% of the total of the payment applications for the Contractual Works and the 5% retainer fee.
- 19 The total value of the Variations is CI\$166,278.07

20 The Defendant has paid CI\$96,928.60 towards the Variations.

21 In breach of the Contract, the Defendant has failed to pay CI\$69,349.77 which is made up of the remainder of the 95% of the total of the payment applications for the Variations and the 5% retainer fee.

Costs for the Defendant's delay

22 Condition 5 of the Contract governs the parties' obligations should the working period be extended. Condition 5 allows the Plaintiff to claim any reasonable costs arising from the working period being extended because of any delay caused by the Defendant.

23 The Plaintiff is entitled to costs amounting to CI\$24,916.70 arising from the working period being extended because of delay caused by the Defendant, under condition 5b of the Contract. This figure is included in the attached Scott Schedule entitled "Extended prelims", and is included in "the total value of the Variations" in 19 above.

24 In breach of the Contract the Defendant has failed to pay CI\$24,916.70 in respect of the Defendant's delay to the Plaintiff's work.

25 Following a written warning on 26 November 2010 to the Defendant from the Plaintiff's attorneys regarding *inter alia* non-payment, and following a termination letter from the Plaintiff's attorneys dated 6 January 2011, the Contract was terminated by the Plaintiff on or around 6 January 2011.

Implied Contract and Quantum Meruit

26 Further and / or in the alternative, if it is decided at trial for whatever reason that the terms in the Contract were not in fact relied upon by the parties then the Plaintiff avers that there was an implied contract between the parties under which the Defendant would pay a reasonable price for the work carried out on the basis that:

26.1 The Defendant had knowledge that the Plaintiff was carrying out work at his request; and

- 26.2 The Defendant knew that the Plaintiff expected the work to be paid for.
- 27 Further and / or in the alternative, if it is held that no implied contracts have been made and no express contract was relied upon, the Plaintiff is entitled in restitution to claim for the value of the work on a *quantum meruit* basis by virtue of the fact that:
- 27.1 The Plaintiff has completed the works requested by the Defendant;
- 27.2 An advantage has been received by the Defendant as a result of the work done and services performed;
- 27.3 The benefit conferred on the Defendant was not intended as a gift; and
- 27.4 The benefit has been accepted by the Defendant at the expense of the Plaintiff.
- 28 The Plaintiff avers that the value of the work is CI\$1,095,081.51, of which only CI\$865,882.02, has been paid by the Defendant.
- 29 The Defendant has breached the implied contract by failing to pay the balance of the implied contract which is CI\$231,510.49.
6. Further and/ or in the alternative the Plaintiff is owed CI\$231,510.49, by way of restitution on a *quantum meruit* basis.

AND THE PLAINTIFF CLAIMS:

- (A) CI\$231,510.49;
- (B) Pre and Post Judgment interest on such as the Court thinks fit to award to the Plaintiff pursuant to the Judicature Law (2007 Revision) and the Judgment Debts (Rates of Interest) Rules as amended from time to time; and
- (C) Costs

Dated this 7th day of February 2013



Broadhurst LLC
Attorneys-at-Law for the Plaintiff

TO: The Clerk of the Court

AND TO: The Defendant

This Writ and Statement of Claim is filed by Broadhurst LLC, Attorneys-at-Law for the Plaintiff whose address is P.O. Box 2503, Grand Cayman KY1-1104 or 40 Linwood Street George Town, Grand Cayman.

Caribbean Construction Ltd / Hendrickson: Scott Schedule

No.	Item	Caribbean Construction "CC"				Roger Hendrickson "RH"		Judge's Comments		
		Contractor's Comment				Value	Owner's Comment	Value	Judge's Comment	Value
		No. Sub Item	Sub-Item	Documents Evidencing Value	Cost Breakdown					
1	Site Preparation	1.1	Site clearance	Appendix A of original contract	\$1,540.00	\$9,569.00				
		1.2	Filling - make up levels for grd flr slab	Appendix A of original contract	\$8,029.00					
2	Substructure	2.1	RC Pile foundations inc grade beams	Appendix A of original contract	\$92,038.00	\$156,724.60				
		2.1	Water Cistern	Appendix A of original contract	\$24,246.60					
		2.3	Additional labour/ trim, shape etc	Appendix A of original contract	\$1,800.00					
		2.4	RC Floor Slab complete	Appendix A of original contract	\$38,640.00					
3	Frame	3.1	Frame & loadbearing walls	Appendix A of original contract	\$60,452.00	\$116,542.00				
		3.2	Partitions - 1/2" gypsum board on	Appendix A of original contract	\$32,015.00					
		3.3	Upper floors	Appendix A of original contract	\$24,075.00					

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No.	Item	Caribbean Construction "CC"				Roger Hendrickson "RH"		Judge's Comments	
		Contractor's Comment				Value	Owner's Comment	Value	Judge's Comment
		No. Sub Item	Sub-Item	Documents Evidencing Value	Cost Breakdown				
4	Roof	4.1	Spanish style conc tiles	Appendix A of original contract	\$53,599.00	\$104,331.04			
		4.2	5/8 plywood roof sheathing	Appendix A of original contract	\$9,954.10				
		4.3	Pre-engineered trussed roof frame	Appendix A of original contract	\$51,684.75				
		4.4	Icyene insulation	Appendix A of original contract	\$22,971.00				
		4.5	6" Aluminium rainwater gutters	Appendix A of original contract	\$2,871.00				
		4.6	6" Aluminium downspouts	Appendix A of original contract	\$2,437.50				
		4.7	2x8 timber fascia inc aluminium drip edges	Appendix A of original contract	\$5,742.00				
		4.8	Allow for eave treatment complete	Appendix A of original contract	\$9,570.00				
		4.9	Discount to total cost of roof works	Appendix A of original contract; CAD Plus email 31 March 2010; CAD Plus email 27 Sep 2010 agreement to discount roof works	-\$54,498.31				

Caribbean Construction Ltd / Hendrickson: Scott Schedule

No.	Item	Caribbean Construction "CC"				Roger Hendrickson "RH"		Judge's Comments	
		Contractor's Comment				Owner's Comment	Value	Judge's Comment	Value
		No. Sub Item	Sub-Item	Documents Evidencing Value	Cost Breakdown	Value			
5	Stairs and Railings	5.1	Timber staircase with handrails & balustrades	Appendix A of original contract	\$4,500.00	\$6,900.00			
		5.2	Pre-cast railings to balconies	Appendix A of original contract	\$2,400.00				
6	External Wall Finishes	6.1	EIFS; insulation board, mesh render coat & elastomeric finish	Appendix A of original contract	\$24,709.50	\$34,584.50			
		6.2	Feature sills and header trim mouldings	Appendix A of original contract	\$5,500.00				
		6.3	Styrofoam feature banding at wall base etc	Appendix A of original contract	\$3,475.00				
		6.4	Styrofoam raised feature banding above window openings	Appendix A of original contract	\$900.00				

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No.	Item	Caribbean Construction "CC"					Roger Hendrickson "RH"		Judge's Comments	
		Contractor's Comment			Value	Owner's Comment	Value	Judge's Comment	Value	
No. Sub Item	Sub-Item	Documents Evidencing Value	Cost Breakdown							
7	Internal Wall Finishes	7.1	1/2" gypsum board lining, skim & paint to internal block walls	Appendix A of original contract	\$31,573.25	\$46,590.00				
		7.2	Paint, sheetrock surfaces	Appendix A of original contract	\$13,056.75					
		7.3	Travertine wall tiles - bathroom area	Appendix A of original contract	\$8,640.00					
		7.4	Glass block wall to shower enclosure	Appendix A of original contract	\$1,960.00					
		7.5	Discount to total cost of internal wall finishes	Appendix A of original contract; CAD Plus email 31 March 2010 agreeing to discount internal wall finishes	-\$8,640.00					

Caribbean Construction Ltd / Hendrickson: Scott Schedule

No.	Item	Caribbean Construction "CC"				Roger Hendrickson "RH"		Judge's Comments	
		Contractor's Comment				Owner's Comment	Value	Judge's Comment	Value
		No. Sub Item	Sub-Item	Documents Evidencing Value	Cost Breakdown	Value			
8	Ceiling Finishes	8.1	1/2" gypsum board ceiling, painted	Appendix A of original contract	\$25,572.00	\$27,924.50			
		8.2	EO for tray ceilings, painted	Appendix A of original contract	\$1,925.00				
		8.3	Crown mouldings (51/4 typical)	Appendix A of original contract	\$26,754.00				
		8.4	EO for bulkheads; painted	Appendix A of original contract	\$427.50				
		8.5	Discount to total cost of ceiling finishes	Appendix A of original contract; CAD Plus email 31 March 2010	-\$26,754.00				
9	Plumbing and Drainage	9.1	Installation; rough-ins	Appendix A of original contract	\$13,500.00	\$20,325.00			
		9.2	Installation of fixtures	Appendix A of original contract	\$2,825.00				
		9.3	2000 gal septic tank	Appendix A of original contract	\$4,000.00				

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No.	Item	Caribbean Construction "CC"				Roger Hendrickson "RH"		Judge's Comments		
		No. Sub Item	Sub-Item	Documents Evidencing Value	Cost Breakdown	Value	Owner's Comment	Value	Judge's Comment	Value
10	Electrical Installation	10.1	Installation (labour, supply of electrical pipes, panels, wire, deco switches & outlets)	Appendix A of original contract	\$59,391.00	\$64,551.00				
		10.2	6" recessed can lights	Appendix A of original contract	\$5,160.00					
11	HVAC Installation	11.1	AC Installation (17 seer Carrier units)	Appendix A of original contract	\$47,500.00	\$47,500.00				

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No.	Item	Caribbean Construction "CC"				Roger Hendrickson "RH"		Judge's Comments	
		Contractor's Comment				Owner's Comment	Value	Judge's Comment	Value
		No. Sub Item	Sub-Item	Documents Evidencing Value	Cost Breakdown	Value			
12	Guest House	12.1	Substructure	Appendix A of original contract	\$19,630.00	\$73,655.77			
		12.2	Substructure walls	Appendix A of original contract	\$1,680.00				
		12.3	Roof	Appendix A of original contract	\$21,330.00				
		12.4	Roof	Credit of \$10,664.73 agreed in CAD Plus email of 31 March 2010.	-\$10,664.73				
		12.5	Windows & Doors	Appendix A of original contract	\$14,940.00				
		12.6	Windows & Doors	Windows & doors originally in Appendix A valued at 14940, but omission agreed for entire amount in CAD Plus email 31 March 2010	-\$14,940.00				
		12.7	Internal Partitions	Appendix A of original contract	\$4,760.00				
		12.8	External Wall Finishes	Appendix A of original contract	\$4,640.00				
		12.9	Internal Wall Finishes	Appendix A of original contract	\$4,828.00				
		12.10	Ceiling Finishes	Appendix A of original contract	\$4,370.00				
		12.11	Plumbing & Drainage	Appendix A of original contract	\$5,350.00				
		12.12	Electrical Installation HVAC	Appendix A of original contract	\$8,732.50				
		12.13	Installation (17 seer Carrier units)	Appendix A of original contract	\$9,000.00				

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		Contractor's Comment				Value	Owner's Comment	Value	Judge's Comment	Value
		No. Sub Item	Sub-Item	Documents Evidencing Value	Cost Breakdown					
		13.14	Contractor's Preliminaries	Appendix A of original contract	\$59,800.00					
		14.1	New balcony / planter on garage / suite #4	1. CC claim ref "Variation #01" valuing work at CI\$6,400; 2. CAD Plus email 13 May 2010 confirming agreement to work and value at CI\$5,040.	\$5,040.00					
		14.2	Remove columns in dining room	1. CAD Plus email 14 Jan 2010 requesting removal of columns; 2. CAD Plus minutes 25 Feb 2010 referring to revised drawings and confirming instructions to remove columns; 3. CAD Plus email 13 May 2010 calculating removal of columns at CI\$2,500; 4. CAD Plus email 20 May 2010 confirming on account payment of \$2,470; 5. Charterland assessment 2 June 2010 confirming CI\$2,470 fair value.	\$2,470.00					
14	Variations	14.3	Trellis upgrade / RC Deck / RC pool deck lower slab	1. Charterland valuation of \$71,062.00; 2. CAD Plus email 25 July 2010 confirming "mutual agreement to go with Charterland reports"	\$71,062.00					
		14.4	Cut back beam at top of stairs	1. Charterland email 21 July 2010 confirming value of work at CI\$572; 2. CAD Plus email 25 July 2010 confirming "mutual agreement to go with Charterland reports".	\$572.00					

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No.	Item	Caribbean Construction "CC"				Roger Hendrickson "RH"		Judge's Comments		
		Contractor's Comment				Value	Owner's Comment	Value	Judge's Comment	Value
		No. Sub Item	Sub-Item	Documents Evidencing Value	Cost Breakdown					
14	Variations	14.5	Re-size window openings	1. CAD Plus email 6 Nov 2009 forwarding RH email 6 Nov 2009 instructions to change window size; 2. CAD Plus email 2 March 2010 attaching revised drawings for windows; 3. Charterland email 21 July 2010 confirming value of CI\$476; 4. CAD Plus email 25 July 2010 confirming "mutual agreement to go with Charterland reports".		\$476.00				
		14.6	Relocate previously formed doorway	1. Charterland email 21 July 2010 confirming value of CI\$236; 2. CAD Plus email 25 July 2010 confirming "mutual agreement to go with Charterland reports"		\$236.00				
		14.7	Add arch to double doorway in kitchen	1. Charterland email 21 July 2010 confirming value of work at CI\$95; 2. CAD Plus email 25 July 2010 confirming "mutual agreement to go with Charterland reports"		\$95.00				
		14.8	Add bulkhead to bedroom #2	1. CAD Plus email 24 March 2010 instruction to construct new bulkhead; 2. Charterland email 20 July 2010 confirming value at CI\$1,157; 3. CAD Plus email 25 July 2010 confirming "mutual agreement to go with Charterland reports"		\$1,157.00				

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No.	Item	Caribbean Construction "CC"				Roger Hendrickson "RH"		Judge's Comments	
		Contractor's Comment			Value	Owner's Comment	Value	Judge's Comment	Value
		No. Sub Item	Sub-Item	Documents Evidencing Value	Cost Breakdown				
		14.9	Add piping in slab for central vacuum system	1. CC email to CAD Plus 14 Sep 2009 re piping for central vacuum system; 2. Charterland email 20 July 2010 confirming value at \$2,466; 3. CAD Plus email 25 July 2010 confirming "mutual agreement to go with Charterland reports"	\$2,466.00				
		14.10	Install front door & sidelights	1. Charterland email 20 July 2010 confirming value at CI\$4,085.54; 2. CAD Plus email 25 July 2010 confirming to proceed with work at that cost plus confirming "mutual agreement to go with Charterland reports".	\$4,085.54				
14	Variations	14.11	Cast arch in living room and family room	1. Charterland email 20 July 2010 confirming value at CI\$1,318; 2. CAD Plus email 25 July 2010 confirming "mutual agreement to go with Charterland reports"	\$1,318.00				

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No.	Item	Caribbean Construction "CC"				Roger Hendrickson "RH"		Judge's Comments	
		Contractor's Comment			Value	Owner's Comment	Value	Judge's Comment	Value
		No. Sub Item	Sub-Item	Documents Evidencing Value	Cost Breakdown				
14	Variations	14.12	Driveway modifications	1. Charterland email 20 July 2010 confirming value at CI\$4,344; 2. CC revised value of \$2,900.90; 3. CAD Plus email 25 July 2010 confirming "mutual agreement to go with Charterland reports"; 4. RH email 28 Sep 2010 instructions; 5. RH email 30 Sep 2010 instructions; 6. RH email 21 Oct 2010 instructions; 7. RH email 10 Dec 2010 instructions; 8. RH email 20 Dec 2010 instructions	\$2,900.90				
		14.13	Glass block enclosure	1. Charterland email 21 July 2010 confirming value at CI\$6,373.15; CAD Plus email 23 Sep 2010 revised price of CI\$4935.42; 3. CAD Plus email 24 Sep 2010 confirming payment issued for CI\$4,395.42.	\$4,395.42				
		14.14	Plywood closets	1. CAD Plus email 24 Sep 2010 confirming payment issued for CI\$3,700; 2. Cost Control Document - Variations 3. CAD Plus email 27 Sep 2010 confirming agreement to works and value.	\$3,700.00				
		14.15	BBQ area works	1. CAD Plus email 24 Sep 2010 confirming payment issued for CI\$1,265; 2. Cost Control Document - Variations 3. CAD Plus email 27 Sep 2010 confirming agreement to works and value.	\$1,265.00				

Caribbean Construction Ltd / Hendrickson: Scott Schedule

No.	Item	Caribbean Construction "CC"				Roger Hendrickson "RH"		Judge's Comments		
		No. Sub Item	Sub-Item	Documents Evidencing Value	Cost Breakdown	Value	Owner's Comment	Value	Judge's Comment	Value
14	Variations	14.16	Extended prelims (3 months)	<p>1. CAD Plus email 24 Feb 2010 confirming revised drawings to be issued; 2. CAD Plus minutes showing all parties aware of late delivery of windows causing delay to interior works; 3. CAD Plus email 1 Jul 2010 vacuum system fixtures delivery delayed; 4. CAD Plus email 30 Sep 2010 confirming client delays; 5. CC/CAD Plus email conversation 5 Oct 2010 showing client delays in providing instructions on tiling, front door and bar area; 6. CC/CAD Plus email conversation 9 Oct 2010 showing delays in client instructions; 7. CC/CAD Plus email conversation 16-17 Oct 2010 client delays re kitchen cabinet installation; 8. CC/CAD Plus email conversation 20 Oct 2010 further client delays in kitchen cabinet installation; 9. CC email 8 Nov 2010 re client delays to works; 10. CAD Plus email 19 Nov 2010 confirming client delay in kitchen cabinet and worktop; 11. CC email 5 Dec 2010 re client delays in supplying items; 12. CC/CAD Plus emails 17-20 Dec 2010 re client delays causing delays to CC works; 13. Clause 5b of part 2 of the Contract; 14. E-mail from Cadp</p>		\$24,916.70				
		14.17	Stair round to staircase	<p>1. CAD Plus email 24 Sep 2010 confirming payment issued for CI\$150; 2. Cost Control Document - Variations 3. CAD Plus email 27 Sep 2010 confirming agreement to work and figure</p>		\$150.00				

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No.	Item	Caribbean Construction "CC"				Roger Hendrickson "RH"		Judge's Comments	
		Contractor's Comment			Value	Owner's Comment	Value	Judge's Comment	Value
		No. Sub Item	Sub-Item	Documents Evidencing Value	Cost Breakdown				
		14.18	Additional garage door works - main house	1. CC/CAD Plus email conversation 24 Sep 2010 - 1 Oct 2010 confirming agreement to work and value.	\$6,311.51				
		14.19	Additional garage door works - guest house	As above and the value is included in the value for the above works	\$0.00				
		14.20	Close in tray ceiling detail	1. CAD Plus email 14 Sep 2010 confirming agreement to work and value	\$800.00				
14	Variations	14.21	Install all interior pre-hung doors	1. CC "Cost Control Document - Variations"; 2. CAD Plus email 27 Sep 2010 response to "Cost Control Document Variations"; 3. RH email 28 Sep 2010 instructions; 4. RH email 30 Sep 2010 instructions; 5. RH email 21 Oct 2010 instructions; 6. RH email 10 Dec 2010 instructions; 7. RH email 20 Dec 2010 instructions	\$6,250.00				
		14.22	Supply & install pool electrical shut off switch	1. CC "Cost Control Document - Variations"; 2. CAD Plus email 27 Sep 2010 response to "Cost Control Document Variations"; 3. RH email 28 Sep 2010 instructions; 4. RH email 30 Sep 2010 instructions; 5. RH email 21 Oct 2010 instructions; 6. RH email 10 Dec 2010 instructions; 7. RH email 20 Dec 2010 instructions	\$1,500.00				

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No.	Item	Caribbean Construction "CC"				Roger Hendrickson "RH"		Judge's Comments		
		Contractor's Comment			Value	Owner's Comment	Value	Judge's Comment	Value	
		No. Sub Item	Sub-Item	Documents Evidencing Value	Cost Breakdown					
		14.23	Additional tray ceilings	1. Charterland email 21 July 2010 confirming value at CI\$1,322; 2. CAD Plus email 25 July 2010 confirming "mutual agreement to go with Charterland reports".		\$1,322.00				
		14.24	Tape wall/ceiling junctions	1. CC "Cost Control Document - Variations"; 2. CAD Plus email 27 Sep 2010 response to "Cost Control Document Variations"; 3. RH email 28 Sep 2010 instructions; 4. RH email 30 Sep 2010 instructions; 5. RH email 21 Oct 2010 instructions; 6. RH email 10 Dec 2010 instructions; 7. RH email 20 Dec 2010 instructions		\$2,800.00				
14	Variations	14.25	Modify metal stud frame and sheetrock to bar area	1. CAD Plus email 9 Oct 2010 with responses in red on CC email 6 Oct 2010 item #4; 2. CC "Cost Control Document - Variations"; 3. CAD Plus email 27 Sep 2010 response to "Cost Control Document Variations"; 4. RH email 28 Sep 2010 instructions; 5. RH email 30 Sep 2010 instructions; 6. RH email 21 Oct 2010 instructions; 7. RH email 10 Dec 2010 instructions; 8. RH email 20 Dec 2010 instructions		\$1,100.00				

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No.	Item	Caribbean Construction "CC"				Roger Hendrickson "RH"		Judge's Comments	
		Contractor's Comment			Value	Owner's Comment	Value	Judge's Comment	Value
		No. Sub Item	Sub-Item	Documents Evidencing Value	Cost Breakdown				
14	Variations	14.26	Modify bar area columns	1. CC "Cost Control Document - Variations"; 2. CAD Plus email 27 Sep 2010 response to "Cost Control Document Variations"; 3. RH email 28 Sep 2010 instructions; 4. RH email 30 Sep 2010 instructions; 5. RH email 21 Oct 2010 instructions; 6. RH email 10 Dec 2010 instructions; 7. RH email 20 Dec 2010 instructions; 8. CAD Plus email 5 Oct 2010; 9. CAD Plus email 9 Oct 2010 response in red to CC email 6 Oct 2010.		\$1,100.00			
		14.27	Move telephone point in kitchen	1. RH email 1 Dec 2010 requesting telephone point relocation; 2. CC "Cost Control Document - Variations"; 3. CAD Plus email 27 Sep 2010 response to "Cost Control Document-Variations"; 4. RH email 28 Sep 2010 instructions; 5. RH email 30 Sep 2010 instructions; 6. RH email 21 Oct 2010 instructions; 7. RH email 10 Dec 2010 instructions; 8. RH email 20 Dec 2010 instructions.		\$75.00			
		14.28	Filling around windows and doors	1. CC "Cost Control Document - Variations"; 2. CAD Plus email 27 Sep 2010 response to "Cost Control Document Variations"; 3. CAD Plus email 30 Sep 2010 confirming agreement to work and value		\$4,750.00			

Caribbean Construction Ltd / Hendrickson: Scott Schedule

No.	Item	Caribbean Construction "CC"				Roger Hendrickson "RH"		Judge's Comments	
		Contractor's Comment			Value	Owner's Comment	Value	Judge's Comment	Value
	No. Sub Item	Sub-Item	Documents Evidencing Value	Cost Breakdown					
14	14.29	Flex base windows	1. CC "Cost Control Document - Variations"; 2. CAD Plus email 27 Sep 2010 response to "Cost Control Document Variations"; 3. RH email 28 Sep 2010 instructions; 4. RH email 30 Sep 2010 instructions; 5. RH email 21 Oct 2010 instructions; 6. RH email 10 Dec 2010 instructions; 7. RH email 20 Dec 2010 instructions.		\$560.00				
	14.30	Master bath tub plumbing change	1. CC/CAD Plus email conversation 14-15 Sep 2009 confirming changes to master bedroom bathroom plumbing changes; 2. CC "Cost Control Document - Variations"; 3. CAD Plus email 27 Sep 2010 response to "Cost Control Document - Variations"; 4. RH email 28 Sep 2010 instructions; 5. RH email 30 Sep 2010 instructions; 6. RH email 21 Oct 2010 instructions; 7. RH email 10 Dec 2010 instructions; 8. RH email 20 Dec 2010 instructions.		\$250.00				
14.31	Add hot & cold water supply & guest to guest house	1. CC "Cost Control Document - Variations"; 2. CAD Plus email 27 Sep 2010 response to "Cost Control Document Variations"; 3. RH email 28 Sep 2010 instructions; 4. RH email 30 Sep 2010 instructions; 5. RH email 21 Oct 2010 instructions; 6. RH email 10 Dec 2010 instructions; 7. RH email 20 Dec 2010 instructions		\$450.00					
14.32	Mahogany custom cill to front door	1. CC email 8 Oct 2010 re pricing and CAD response asking CI\$1,950.0; 2. CAD Plus email 9 Oct 2010 confirming agreement to works		\$1,950.00					

Caribbean Construction Ltd / Hendrickson: Scott Schedule

No.	Item	Caribbean Construction "CC"				Roger Hendrickson "RH"		Judge's Comments	
		Contractor's Comment		Value	Owner's Comment	Value	Judge's Comment	Value	
		No. Sub Item	Sub-Item	Documents Evidencing Value	Cost Breakdown				
14	Variations	14.33	Install mirror closet doors & build jambs	1. CC "Cost Control Document - Variations"; 2. CAD Plus email 27 Sep 2010 response to "Cost Control Document Variations"; 3. RH email 28 Sep 2010 instructions; 4. RH email 30 Sep 2010 instructions; 5. RH email 21 Oct 2010 instructions; 6. RH email 10 Dec 2010 instructions; 7. RH email 20 Dec 2010 instructions	\$900.00				
		14.34	Modify garage interior door jamb with white pine	1. CC "Cost Control Document - Variations"; 2. CAD Plus email 27 Sep 2010 response to "Cost Control Document Variations"; 3. RH email 28 Sep 2010 instructions; 4. RH email 30 Sep 2010 instructions; 5. RH email 21 Oct 2010 instructions; 6. RH email 10 Dec 2010 instructions; 7. RH email 20 Dec 2010 instructions	\$175.00				
		14.35	Install only T&G pine ceiling to rear porch & paint	1. CAD Plus minutes 25 Feb 2010 confirming instructions; 2. Charterland email 20 July 2010 confirming value at C1\$3,811; 3. CAD Plus email 25 July 2010 confirming "mutual agreement to go with Charterland reports".	\$3,811.00				

Caribbean Construction Ltd / Hendrickson: Scott Schedule

No.	Item	Caribbean Construction "CC"				Roger Hendrickson "RH"		Judge's Comments	
		Contractor's Comment			Value	Owner's Comment	Value	Judge's Comment	Value
		No. Sub Item	Sub-Item	Documents Evidencing Value					
14	Variations	14.36	Attic cladding / walling	1. CAD Plus email 13 May 2010 confirming agreement to work; 2. Charterland assessment 2 Jun 2010 valuation at CI\$3,707; 3. CAD Plus email 25 July 2010 confirming "mutual agreement to go with Charterlands reports".	\$3,707.00				
		14.37	Grille nook	1. Charterland assessment 2 Jun 2010 confirming value at CI\$2,764; 2. CAD Plus email 25 July 2010 confirming "mutual agreement to go with Charterlands reports".	\$2,764.00				
		14.38	Supply fill material	1. Charterland assessment 2 Jun 2010 confirming value at CI\$924; 2. CAD Plus email 25 July 2010 confirming "mutual agreement to go with Charterlands reports".	\$924.00				
		14.39	Attic in upper floor	1. Charterland assessment 2 Jun 2010 confirming value at CI\$710; 2. CAD Plus email 25 July 2010 confirming "mutual agreement to go with Charterland reports".	\$710.00				
		14.40	Dropped ceiling to kitchen/ storage	1. Charterland email 20 July 2010 value at CI\$74; 2. CAD Plus email 25 July 2010 confirming "mutual agreement to go with Charterlands reports".	\$74.00				
		TOTAL						\$1,097,392.51	

Caribbean Construction Ltd / Hendrickson: Scott Schedule

No.	Item	Caribbean Construction "CC"				Roger Hendrickson "RH"		Judge's Comments	
		Contractor's Comment			Value	Owner's Comment	Value	Judge's Comment	Value
		No. Sub Item	Sub-Item	Documents Evidencing Value	Cost Breakdown				
15	Payments	15.1	LESS PAYMENTS MADE TOWARDS ORIGINAL CONTRACT	E-mail from Cadplus dated 27 September 2010; Hendrickson to Caribbean Construction dated 6 June 2011					
		15.2	LESS PAYMENTS MADE TOWARDS VARIATION WORK	E-mail from Cadplus dated 27 September 2010; Hendrickson to Caribbean Construction dated 6 June 2011	\$768,953.42				
					\$96,928.60				

**BALANCE
OWED**

\$231,510.49

**DIRECTIONS FOR ACKNOWLEDGEMENT OF SERVICE
OF WRIT OF SUMMONS**

1. The accompanying form of *Acknowledgement 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 Acknowledgement 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 endorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2). The defence must be served within fourteen (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 endorsed on the Writ, the defence need not be served until fourteen (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 fourteen (14) days after his Acknowledgement, 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.

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 fourteen (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 authorized to act on behalf of the Company, but the Company can take no further steps in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL HEALTH 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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO.

OF 2013

BETWEEN:

CARIBBEAN CONSTRUCTION COMPANY LIMITED

Plaintiff

- AND -

ROGER HENDRICKSON

Defendant

ACKNOWLEDGEMENT OF SERVICE

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 proceeding (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 proceeding, 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

Defendant in person

(delete as appropriate)

Defendant's address for service: _____

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 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.

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

BROADHURST LLC.
ATTORNEYS-AT-LAW
40 LINWOOD STREET,
GEORGE TOWN or
PO BOX 2503
GRAND CAYMAN KY1-1104
CAYMAN ISLANDS

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