

\$200.00
DEC 23 2014
H209097

IN THE GRAND COURT OF THE CAYMAN ISLANDS

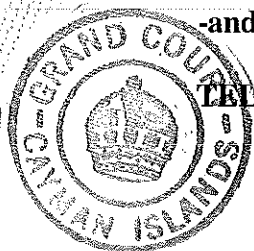
CAUSE NO: **60276** OF 2014

BETWEEN:

GRANT THORNTON (a firm)

PLAINTIFF

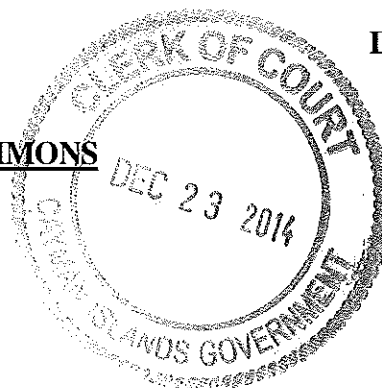
-and-



TELECAYMAN LIMITED

DEFENDANT

WRIT OF SUMMONS



**TO: TELECAYMAN LIMITED
40, LINWOOD STREET
GEORGE TOWN
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 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.

Issued this day of December 2014

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 partnership (for the avoidance of doubt comprising Terry William Carson and Ian Richard Johnson) of accountants and auditors with trading premises located at 5th Floor, Bermuda House, Dr Roy's Drive, George Town, Grand Cayman, Cayman Islands.
2. The Defendant is a company in the business of telecommunications and with registered offices at 40 Linwood Street, George Town, Grand Cayman, Cayman Islands.
3. By an engagement letter dated 27th November 2012 duly signed by the Defendant or its servant or agent on 28th November 2012 (the 'agreement') the Defendant instructed the Plaintiff to carry out the work set out in the said agreement. So far as is material to this claim the fee for the said work was,
 - (a) Stipulated at Plaintiff's normal hourly rates and in addition to include its expenses, and
 - (b) Capped at no more than US\$45,000, and
 - (c) Payable upon receipt.
4. On 3rd March 2014 a 'Fee Note' was raised for the said work (the 'invoice') and delivered to the Defendant claiming the sum of US\$40,000 under invoice number 26706.
5. In breach of the agreement the Defendant has to date failed to discharge the said invoice or pay any sum in part-payment thereof.
6. The Plaintiff is entitled to and seeks the liquidated sum of US\$40,000 as invoiced and in the alternative seeks payment *quantum meruit* for the work carried out at such rate and for such time as the Court may determine. The Defendant has benefitted from the work carried out by the Plaintiff and in the premises the Plaintiff contends that it is entitled to payment and interest thereupon pursuant to section 34 (1) Judicature Law (2013 Revision) and the Judgment Debts (Rate of Interest) Rules 2012.

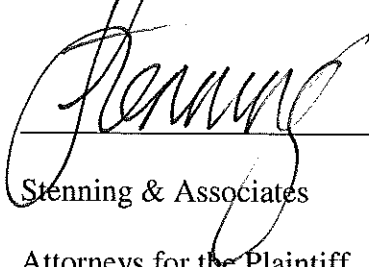
STATEMENT REGARDING INTEREST

7. Pursuant to section 34(1) (a) and (b) the Plaintiff claims interest on the said debt at the prescribed rate of 2.375% per annum pro rata at the daily rate of US\$US\$2.60 and amounting to US\$769.60 from 3rd March 2014 to date and continuing until Judgment or sooner payment together with interest at the same daily rate post-Judgment until the date of payment unless the Court shall otherwise direct.

AND THE PLAINTIFF CLAIMS:

- (A) The liquidated sum of US\$40,000.00; or
- (B) Damages in such sum and at such rate and for such time and the Court may determine; and
- (C) Interest pursuant to section 34(1) (a) and (b) of the Judicature Law (2013 Revision) in the sum of US\$769.60 and continuing at the daily rate of US\$2.60 until Judgment or sooner payment or at such rate and for such time as the Court shall deem fit; and
- (D) Costs

Dated this day: 23rd December 2014



Stenning & Associates

Attorneys for the Plaintiff

To,
The Defendant,
And to the Court

THIS WRIT was issued by Stenning & Associates whose address for service is 4th Floor, Harbour Centre, 42 North Church Street, George Town, Grand Cayman, Cayman Islands. REF: 1420/001/JS/ldv

DIRECTIONS FOR ACKNOWLEDGMENT 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, 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 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 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.

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

STENNING & ASSOCIATES
4th Floor, Harbour Centre,
42 North Church Street,
George Town,
Grand Cayman.

REF: 1420/001/JS/adv

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

[Empty box for defendant's Attorney indorsement]