

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. GC0043 OF 2015

BETWEEN:

CAYMAN STRUCTURAL GROUP LTD.

PLAINTIFF

AND

DAVID MOFFITT

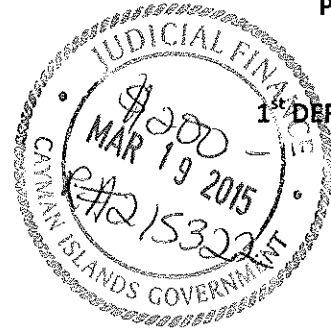
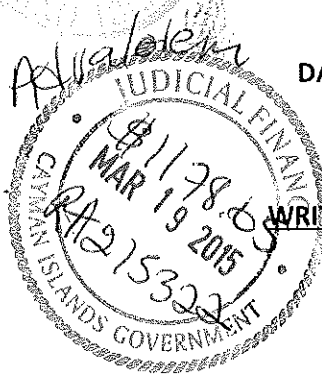
1st DEFENDANT

AND

WRIT OF SUMMONS

TO:

David Moffitt
Northside
Grand Cayman



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 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 Acknowledgement of Service, stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or return the Acknowledgement within the time stated, or if you return the Acknowledgement 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 19th day of March 2015

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 an ordinary local company incorporated in the Cayman Islands.
2. In December 2013 the defendant approached the plaintiff and asked them to provide an estimate for all labour and materials required to construct and complete the second floor slab at a building within a Strata development known as Turtle Cove located at West Bay Beach South Block 12C Parcel 386.
3. Further to the discussions the parties signed a construction agreement with the parties signing the agreement on the 19th December 2013 indicating their consent to be bound by the terms.
4. The terms of the agreement included that the defendant should pay the sum of \$10,957 upon signing the agreement and that the total payable for carrying out the contract works was CI\$109,561.12.
5. A further term of the agreement, incorporated in hand at the end of the agreement and acknowledged by the signed initials of each party was that payment would be made in full prior to pouring the concrete slab.
6. The plaintiff commenced work immediately after signing the contract and in mid-January 2014 sought payment in full from the defendant in accordance with the terms of the agreement.
7. The defendant indicated that he was not in a financial position to pay and would make payment in 2 weeks' time.
8. The plaintiff returned to the site at the end of January 2014 and upon viewing the job site it was apparent that the defendant had in person or through a third party, commenced completion of the contract work to the exclusion of the plaintiff and had done so without notice to the plaintiff.
9. By the defendant's actions as set out above, the defendant repudiated the contract. The plaintiff accepted the defendant's repudiation of the contract and claims damages for breach of contract by the defendant.

Particulars of Damages

10. The plaintiff completed building work pursuant to the agreement at a value of CI\$87,404.90.

Trespass to Goods

11. In order for the plaintiff to carry out the contract works they hired scaffolding equipment from Massive Equipment and Pro Builders Ltd and agreed to pay to the hirers a fee for the equipment for the duration of the hire period.
12. Upon being removed from the site in late January 2014 the goods and equipment hired by the plaintiff were not returned to him by the defendant and the defendant used these goods and equipment until he had finished the project.
13. Prior to being removed from the site, the plaintiff had actual possession of the goods and was entitled to possession by virtue of the hire agreements.
14. The defendant had actual knowledge that the scaffolding equipment was not his and that it was lawful in the possession of the plaintiff and that the plaintiff did not consent to the use and retention of the scaffolding equipment by the defendant.
15. In the premises the defendant is guilty of intentional trespass to the scaffolding equipment and by reason of same has caused loss and damage to the plaintiff.

Particulars

16. As a result the plaintiff incurred hire charges in the sum of \$5,175 from Massive Equipment and CI\$12,543 from Pro Builder Ltd.
17. Interest is claimed on the amounts claimed.

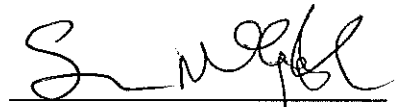
STATEMENT REGARDING INTEREST

- (a) The Plaintiff seeks pre and post judgment interest from the 1st February 2014 in accordance with the Judicature Law (2013 Revision) and the Judgment Debt (Rates of Interest) Rules as amended from time to time.
- (b) The interest rate claimed is 2 3/8% per annum.
- (c) Interest is charged from the 1st February 2014 being the date of demand for payment.
- (d) Interest is claimed at the rate of CI\$6.86 per day and the sum of CI\$2,819 is claimed as interest owing to date of issue of the Writ.

AND THE PLAINTIFF CLAIMS

18. Damages for breach of contract in the sum of KYD\$87,404.90
19. Damages for trespass to property of KYD\$18,168
20. Pre and post judgment Interest on the said sum of KYD\$105,572.90 in accordance with the Judicature Law (2013 Revision) and the Judgment Debt (Rates of Interest) Rules as amended from time to time from 1st February 2014 until payment with interest accruing daily at the rate of USD\$3.89 per day until satisfaction.
21. Costs.

Dated this 19th day of March 2015

A handwritten signature in black ink, appearing to read 'Samson & M'Grath', written over a horizontal line.

Samson & M'Grath

Attorneys-at-Law for the Plaintiff

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. GC OF 2015

BETWEEN:

CAYMAN STRUCTURAL GROUP LTD.

PLAINTIFF

AND

DAVID MOFFITT

DEFENDANT

**ACKNOWLEDGEMENT 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. Delay may result in judgment being entered against a Defendant whereby he may have to pay the costs of applying to set it aside. If any information required is omitted or given wrongly, THIS FORM MAY HAVE TO BE RETURNED.

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

2. State whether the Defendant intends to contest the proceedings (tick the 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 is acknowledged accordingly

(Signed).....

[Attorney] for

[Defendant in person]

Address for service:

Please complete overleaf

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 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 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:

SAMSON & MCGRATH
5th FLOOR GENESIS BUILDING
GENESIS CLOSE
PO BOX 446
GRAND CAYMAN KY1 - 1106
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:

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.