

STATEMENT OF CLAIM

1. The Plaintiff is and was at all material times carrying on the business of building contractors in the Cayman Islands.
2. At all material times the Defendant, a Cayman Islands corporation, acted through its agent, architect and consultant Malcolm M. Stephenson Associates (“Malcolm Stephenson”).
3. By an agreement in writing contained in a letter dated the 14th August, 1995 from Malcolm Stephenson on behalf of the Defendant to the Plaintiff, the Defendant agreed to appoint the Plaintiff as building contractor for alteration and extensions to the property located at West Bay South, Block 5C, Parcel 222 (“Shades of Aqua”), a residence owned by the Defendant.
4. By a letter dated the 11th September, 1995 from the Plaintiff to Malcolm Stephenson it was an express term of the agreement for the Defendant to make weekly payments on invoices submitted by the Plaintiff.
5. On the 30th June, 1997, the Plaintiff wrote Malcolm Stephenson for payments which were in arrears for a period of 4 weeks and demanded payment and gave a breakdown of the outstanding amounts due.
6. The Plaintiff continued to carry on works as the Defendant was advised that all outstanding claims for payment would be settled.

7. On the 22nd July, 1997, 8th August, 1997, 19th August, 1997 and 6th January, 1998 the Plaintiff wrote the Defendant and/or Malcolm Stephenson for payments due pursuant to the contract.
8. Pursuant to the contract, the Plaintiff completed the alterations and extensions and Malcolm Stephenson confirmed the work was completed by letter dated the 7th May, 1998. The Plaintiff rendered invoices to Malcolm Stephenson for payment and US\$102,563.00 remains due and owing for works, labour and materials.
9. The Defendant has failed and/or refused to make the payments pursuant to the agreement and by reason of the Defendant's breaches, the Defendant is indebted to the Plaintiff.

PARTICULARS

(a)	<u>Certified Amounts</u>	<u>US\$</u>
	Certificate #90 Part Certificate Unpaid	9,771.81
	Certificate #92 Due August 7, 1997	48,773.09
	Certificate #93 Due August 14, 1997	18,424.91
	Certificate #94 Due August 21, 1997	9,829.12
	Certificate #95 Due August 29, 1997	7,052.74
		<u>93,850.67</u>

b) Final Invoices for Works Done & Completed

<u>Date</u>	<u>Supplier</u>	<u>Invoice #</u>	<u>Amount</u>
21.8.97	Lemmies Trucking Services	10009607	50.00
4.9.97	Sta-Mar Enterprises	97-4009	159.36

5.9.97	Caribbean Utilities Company	August	1,412.06
20.8.97	Linston Hurlston	-	504.00
12.8.97	Aaron Lewis	-	573.60
8.7.97	Thompson Shipping	10050896	86.13
8.7.97	Thompson Shipping	10050895	119.91
13.8.97	Cayman Steel	10499	515.00
21.8.97	Cayman Steel	10524	58.00
1.8.97	Professional Waste Management	August	245.00
12.8.97	Uncle Bills	10898	83.85
9.10.97	Caribbean Utilities Company	September	1,554.18
28.10.97	Al Berner	-	240.00
10.2.98	Hurlstone Ltd.	Labour	842.20
16.2.98	Cayman Steel	10960	180.00
23.3.98	Construction Equipment Svcs	3900	520.00
			7,143.29
			@.82 <u>8,711.33</u>
<u>Total</u>		US\$	<u>102,563.00</u>


10. Further the Plaintiff claims interest pursuant to Section 34 of the Judicature Law (1995 Revision) at the statutory rate of 7% per annum from the amount due to the Plaintiff.

AND THE PLAINTIFF claims:

1. The sum of US\$102,563.00 or alternatively, damages.
2. The aforesaid interest pursuant to Section 34 of the Judicature Law (1995 Revision) at the statutory rate of 7% per annum for the 7th May, 1998 to the date hereof and further interest at the aforesaid rate (i.e. US\$19.67 per day) to judgment or sooner.
3. Interest at the statutory rate from the date of judgment until payment and the judgment sum.
4. Such further and other relief as this Honourable Court deems just in the circumstances.
5. Costs to be awarded against the Defendant.

If within the time for returning the Acknowledgement of Service the Defendant pays the total amount claimed of US\$111,667.17 (including interests and costs), further proceedings will be stayed. The money must be paid to the Plaintiff or their Attorneys-at-Law.

Dated the 30th day of April, 1999


MYERS & ALBERGA
Attorneys-at-Law for the Plaintiff.

THIS WRIT OF SUMMONS was issued by Myers & Alberga, the attorneys-at-law for the Plaintiff, whose address for service is P.O. Box 472, George Town, Grand Cayman, Cayman Islands, British West Indies.