

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 241 OF 2005

BETWEEN: DELOITTE & TOUCHE

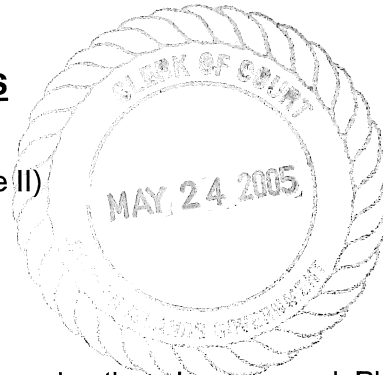
PLAINTIFF

AND: THE PROPRIETORS OF STRATA PLAN 147 (A CORPORATION FORMED UNDER THE LAWS OF THE CAYMAN ISLANDS)

DEFENDANT

**WRIT OF SUMMONS**

TO: The Proprietors of Strata Plan 147 (Britannia Phase II)  
Britannia Phase II  
Britannia Way  
West Bay Road  
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 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 May 2005

NOTE – This Writ may not be served later than 4 calendar 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 company that carries on business within the Cayman Islands as, amongst other things, insurance and property consultants.
2. The Defendant is a corporation incorporated under the Strata Titles Registration Law 1973. The Defendant is the proprietor of Strata Plan 147, relating to the property known as the Britannia Development and registered as West Bay Beach South Registration Section, Block 12D, Parcel 40H69.
3. On or about 11 October 2004, the Defendant retained the insurance and property management consultancy services of the Plaintiff in relation to its insurance claim arising from damage caused by Hurricane Ivan.
4. Insofar as the Plaintiff's fees were concerned, the terms of such retainer were set out in a letter from the Plaintiff to the Defendant dated 11 October 2004 ("the Agreement"). So far as is material, such Agreement provides as follows:
  - 4.1. The Plaintiff would provide the following consultancy services:
    - 4.1.1. Insurance;
    - 4.1.2. Damage assessment and reinstatement cost fees;
    - 4.1.3. Project management;
  - 4.2. The consultancy services would be charged on a time and cost basis as follows:
    - 4.2.1. Insurance consultancy at a rate of CI\$350.00 per hour;
    - 4.2.2. Damage assessment and reinstatement cost fees at a rate of CI\$250.00 per hour;
    - 4.2.3. Project management at a rate of CI\$250;
  - 4.3. The Plaintiff would assign the following personnel in its employment to undertake the consultancy services:
    - 4.3.1. Mr Simon Watson, who would have overall responsibility for the matter;
    - 4.3.2. Angus Tucker, who would act as a business insurance consultant;
    - 4.3.3. A chartered loss adjuster;
    - 4.3.4. A chartered surveyor;

- 4.3.5. A property professional from the Plaintiff's Property Consulting division;
- 4.3.6. Other personnel as required;
- 4.4. Invoices not settled within 30 days of the invoice date would attract a late payment charge of the lesser of 1% or the highest rate allowable by law, in each case compounded monthly to the extent allowable by law.

The Plaintiff will refer to the said letter at the trial of this action for its full terms and effect.

- 5. Subsequent to the said letter, and at the request of the Defendant, the Plaintiff carried out the work referred to in paragraphs 4.1 and 4.2 above.
- 6. The Plaintiff assigned the following persons to provide the consultancy services pursuant to the Agreement:
  - 6.1. Simon Watson, as a chartered surveyor;
  - 6.2. Angus Tucker, as a chartered loss adjuster;
  - 6.3. Ian Barnard, as a chartered surveyor;
  - 6.4. Winston Thomas, as a property professional.
- 7. The Plaintiff raised the following invoices (amongst others) for professional fees in relation to the said Agreement:
  - 7.1. Invoice 340/04 on 26 November 2004 in the amount of US\$39,100.61;
  - 7.2. Invoice 03/05 on 7 January 2005 in the amount of US\$28,277.44;
  - 7.3. Invoice 31150 on 14 January 2005 in the amount of US\$1,191.60;
  - 7.4. Invoice 40/05 on 8 February 2005 in the amount of US\$23,170.73;
  - 7.5. Invoice 67/05 on 1 March 2005 in the amount of US\$19,054.88.
- 8. Moneys of US\$9,966.94 advanced by the Defendant and held on account by the Plaintiff were credited to invoice 40/05.
- 9. Wrongfully and in breach of the terms of the Agreement, the Defendant has failed to pay the outstanding amounts dues under the above invoices.
- 10. In the premises, the Plaintiff claims the sum of US\$100,828.32 in respect of outstanding fees payable under the aforementioned invoices.

11. The Plaintiff further claims interest at a monthly rate of 1% on the outstanding sums pursuant to the terms of the Agreement amounting to US\$4,080.03 as at 23 May 2005 (as more fully set out in Schedule 1 attached to this Statement of Claim) and accruing at the said rate until judgment or sooner payment.
12. Further, the Plaintiff is entitled to and claims pursuant to clause 16 of the General Business Terms and Conditions forming part of the terms of engagement all legal fees, costs and expenses on an indemnity basis incurred by it of and incidental to the protection and enforcement of its rights and interests arising under the Agreement.

AND THE PLAINTIFF claims:

1. US\$100,828.32.
2. Interest on the said sum pursuant to the Agreement in the sum of US\$4,080.03 as set out above and accruing at 1% compounded monthly until judgment or sooner payment.
3. Contractual costs.



---

**WALKERS**  
Attorneys-at-Law for the Plaintiff

This Writ is issued by Walkers, Attorneys-at-Law, Walker House, Mary Street, P.O. Box 265 GT, George Town, Grand Cayman, for the Plaintiff whose address for service is care of its said Attorneys-at-Law.

### Schedule 1: Interest accrued on unpaid invoices

Invoice	Amount (US\$)	Date	Cumulative Interest Amounts Due * (US\$)						Total (US\$)
			Dec 2004	Jan 2005	Feb 2005	Mar 2005	Apr 2005	23 May 2005	
340/04	39,100.61	26 Nov 04	63.07	391.64	395.55	399.51	403.50	302.37	1,889.91
03/05	28,277.44	07 Jan 05		212.08	284.90	287.74	168.75	216.87	1,170.34
31150	1,191.60	14 Jan 05			5.96	4.98	12.10	9.06	39.10
40/05	23,170.73	08 Feb 05				231.71	234.02	175.36	641.09
6705	19,054.88	01 Mar 05				6.15	190.61	142.83	339.59

\*at rate of 1% compounded monthly.