

IN THE GRAND COURT OF THE CAYMAN ISLANDS

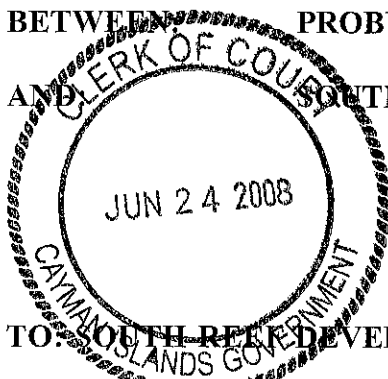
GL 0295  
CAUSE NO OF 2008

BETWEEN PROBUILDERS LTD

PLAINTIFF

AND SOUTH REEF DEVELOPMENT LTD

DEFENDANT



WRIT OF SUMMONS



TO SOUTH REEF DEVELOPMENT LTD, c/o Close Brothers (Cayman) Ltd, 4<sup>th</sup>  
Floor Harbour Place, South Church Street, 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, PO Box 495, George Town, Grand Cayman KY1-1106, 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 24<sup>th</sup> day of June 2008.

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 of the Cayman Islands and was incorporated on April 14, 2003. Its registered office is PO Box 11693 Grand Cayman KY1-1010. The Plaintiff is a development company.
2. The Defendant is a local company of the Cayman Islands and which has its registered office c/o Close Brothers (Cayman) Ltd, PO Box 1034, 4<sup>th</sup> Floor, Harbour Place, South Church Street, Grand Cayman, KY1-1102, Cayman Islands.
3. On 3<sup>rd</sup> March, 2005, the Plaintiff and the Defendant entered into a construction contract (“the Contract”) whereby the Plaintiff was retained by the Defendant to furnish all material and equipment and perform all labour to construct 20 residential buildings at the development known as “the Plantation” in South Sound being located at Block 15E Parcels 120 and 121.
4. Pursuant to the Contract, the cost would be “CI\$253,375 for units 1 through 5, and CI\$253,875 for units 7 through 20.” Payment was to be made on a draw down basis pursuant to the payment schedule which was as follows:-  
  
“20% Mobilisation cost  
35% After ground floor slab is paved  
20% After roof trusses and ply applied/house in dry  
15% After studwall, drywall, electrical and plumbing  
10% After tiling  
5% Retention (due on completion of punch out list and certificate of occupancy receipt)”.
5. The Plaintiff completed substantial works to the site for which the Defendant has not paid the full contractual price. Further, additional works were carried out by

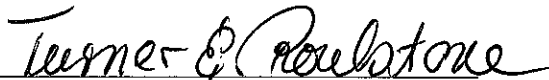
the Plaintiff at the request of the Defendant for which the Defendant has failed to reimburse the Plaintiff. The sum due to the Plaintiff was CI\$328,389.93 in respect of works undertaken. It was agreed that certain sums could be set off against the sum due and the amount now due to the Plaintiff is CI\$163,055.73.

6. An invoice was sent to the Defendant dated October 12, 2006. A demand letter was sent to the Defendant by Turner & Roulstone on October 31, 2007. The Defendant instructed Campbells but they have since ceased to act for the Defendant.
7. Therefore, the balance due from the Defendant is CI\$163,055.73 plus interest and costs.
8. Further, the Plaintiff claims interest pursuant to section 34 of the Judicature Law (2004 Revision) on such sums as it may be awarded at such rate and for such period as the Court may think fit.

AND THE PLAINTIFF claims:

1. The sum of CI\$163,055.73
2. Interest; and
3. Costs.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of CI\$163,055.73 plus costs of CI\$1,415.28 further proceedings will be stayed. The money must be paid to the Plaintiff or his Attorney.

  
**TURNER & ROULSTONE**  
**Attorneys-at-Law for the Plaintiff**

**THIS WRIT was issued by Turner & Roulstone, Attorneys-at-law for the Plaintiff whose address for service is Strathvale House, 90 North Church Street, George Town, Grand Cayman, Cayman Islands.**

BETWEEN: PROBUILDERS LTD PLAINTIFF

AND: SOUTH REEF DEVELOPMENT LTD DEFENDANT

ACKNOWLEDGMENT 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. 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 proceedings (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 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**

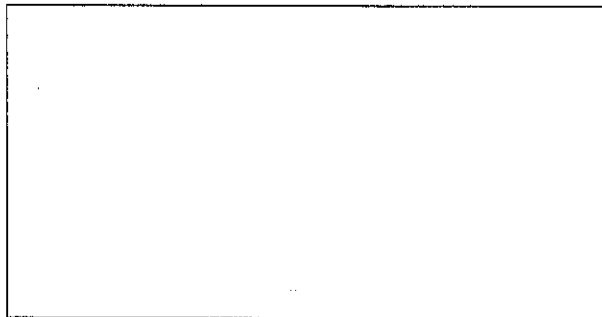
Attorney: where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

Defendant in person: where the Defendant is acting in person, he must give his post office box number and the physical address of his residence o, 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.*

**Turner & Roulstone**  
Attorneys-at-Law for the Plaintiff  
Strathvale House  
90 North Church Street  
PO Box 2636  
Grand Cayman KY1-1102  
CAYMAN ISLANDS  
Ref: RL/as/0411-0003

*Indorsement 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, PO 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 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 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 Questions 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 and 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 not 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.