

IN THE GRAND COURT OF THE CAYMAN ISLANDS

B E T W E E N:

CAUSE NO: 0582 OF 2008

APPLEBY, A FIRM

AND

THE PROPRIETORS, STRATA PLAN NO. 155
("RANDYKE GARDENS")

Plaintiff



WRIT OF SUMMONS

TO: **The Proprietors, Strata Plan No. 155 ("Randyke Gardens")**
PO Box 236
Grand Cayman KY1-1104
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, Grand Cayman, KY1-1106, Cayman Islands, the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to 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 12th day of December 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 Acknowledgement of Service are given with the accompanying form.

STATEMENT OF CLAIM


1. The Plaintiff is a law firm whose principal place of business and address for service is Clifton House, 75 Fort Street, PO Box 190, Grand Cayman, KY1-1104, Cayman Islands.
2. The Defendant, The Proprietors, Strata Plan No. 155, is a Strata Corporation incorporated pursuant to the laws of the Cayman Islands and owns the property described as Registration Section George Town East, Block 20E, Parcel 310 (“**Randyke Gardens**”). According to its by-laws, the Defendant’s address for service is PO Box 236, Grand Cayman, KY1-1104, Cayman Islands.
3. The Defendant’s property manager was BCQS Property Management Limited which is a company registered pursuant to the laws of the Cayman Islands and has a mailing address of PO Box 871, Grand Cayman, KY1-1103, Cayman Islands. BCQS Property Management Limited, at all material times, acted as agents for the Defendant (the “**Agents**”).
4. In or about September 2005, the Defendant, on its own behalf and/or through its Agents, entered into an expressed or implied agreement with the Plaintiff for legal services (the “**Agreement**”). The terms of the Agreement were, *inter alia*, as follows:
 - a. That the Plaintiff would provide legal services to the Defendant;
 - b. That the Plaintiff would render invoices for such services based on the time expended on the matter at the billable rates of the attorneys and/or paralegals engaged on the file(s); and,
 - c. The Defendant would pay invoices promptly upon rendering.
5. On or about 20 January 2006, the Defendant entered into a formal written agreement with the Plaintiff for legal services by executing an engagement letter (the “**Engagement Letter**”). The terms of the Engagement Letter were, *inter alia*, as follows:
 - a. That the Plaintiff would provide legal services to the Defendant;
 - b. That the Plaintiff would charge fees and disbursements for the legal services provided to the Defendant;

- c. That the Plaintiff would render invoices for the fees and disbursements charged to the Defendant;
 - d. That the invoices would be payable within 30 days of issue;
 - e. That interest would accrue on unpaid balances at the rate of 18% per annum;
 - f. That in the event that the Plaintiff would have to take legal action or other action to enforce payment of the invoices, the costs of doing so would be payable by the Defendant, in addition to the amount outstanding and interest, on a full indemnity basis at the usual hourly rates of any staff engaged in such action.
6. The Plaintiff provided legal services to the Defendant from time to time in accordance with the terms of the Agreement and the Engagement Letter and specifically at the request of the Defendant and/or its Agents.
 7. Specifically, the Plaintiff provided legal services to the Defendant with respect to pursuing collection of unpaid strata fees by many of the proprietors of Randyke Gardens and advice in relation to applicable Cayman Islands law on an ongoing basis.
 8. The Plaintiff rendered many invoices to the Defendant totalling US\$112,211.00 of which US\$66,926.05 remains unpaid. The unpaid invoices are detailed in Schedule "A" attached to this Writ of Summons.
 9. The Defendant, on its own conduct and/or through its Agents, specifically acknowledged the debt owing for the outstanding invoices by entering into a payment plan on or about 25 September 2006 where it agreed to pay CI\$1,500.00 per month to the Plaintiff towards the outstanding invoices.
 10. The Defendant, on its own conduct and/or through its Agents, defaulted on the terms of payment, pursuant to the Agreement, Engagement Letter and payment plan, and as of the date of the commencement of this proceeding the Defendant, pursuant to the terms of the Agreement and Engagement Letter, owes to the Plaintiff the principal sum of US\$66,926.05 plus interest of US\$37,703.62, exclusive of costs for a total of US\$104,629.67. Interest on the principal sum continues to accrue at the rate of US\$33.00 per day.
 11. Notwithstanding the demand for payment pursuant to the terms of the Agreement, Engagement Letter and/or the payment plan, the Defendant has either failed or neglected to make payment to the Plaintiff.

12. As a result of the above, the Plaintiff is entitled to the relief claimed in this proceeding.

AND THE PLAINTIFF claims:

- a) US\$66,926.05 being the principal sum due;
- b) US\$37,703.62 pre-judgment interest calculated from 24 November 2005 to 12 December 2008 at the rate of 18% in accordance with the Engagement Letter;
- c) Pre and post judgment interest at the rate of 18% in accordance with the Engagement Letter;
- d) Alternatively, pre and post judgment interest in accordance with the *Judicature Law (2007 Revision)* and the Judgment Debt (Rates of Interest) Rules as amended from time to time;
- e) Costs on a contractual basis, in accordance with 5(f) above, and following the issuance of the Writ of Summons to be taxed if not agreed;
- f) Alternatively, costs on an indemnity basis or standard basis in accordance with the Court Costs Rules 2001; and
- g) Such further and other relief as this Court may deem just.


APPLBY
Attorneys-at-law for the Plaintiff

INDORSEMENT

The principal amount claimed in respect of the debt is US\$66,926.05 plus interest of US\$37,703.62 as of the date of filing. The amount of the filing fees to commence the proceeding is US\$243.90 (CI\$200.00), plus ad valorem fees of US\$547.30 (CI\$448.79). If, within the time for returning the acknowledgement of service, the defendant pays the plaintiff or its attorneys-at-law the total amount claimed in principal, interest and the costs of issuing the Writ of Summons, further proceedings will be stayed. The money must be paid to the plaintiff or to its attorneys-at-law.

INDORSEMENT REGARDING INTEREST

1. The contractual term upon which interest is claimed is as set out in paragraph 5 (e) above;
2. The prescribed rate of interest is 18% per annum;
3. The date from which interest is payable is 24 November 2005;
4. The total interest claimed as at 12 December 2008 is US\$37,703.62; and
5. The amount of interest accruing due each day is US\$33.00.

This WRIT OF SUMMONS was filed by Appleby, Attorneys-at-Law for the Plaintiff whose address for service is Clifton House, 75 Fort Street, PO Box 190, Grand Cayman, KY1-1104, Cayman Islands (ref: NIB/12637.666)

Acknowledgment of service of writ of summons (O.12, r.3)

**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 each Defendant or by each Defendant if acting in person. After completion it must be delivered or sent by post to the Law Courts, PO Box 495, Grand Cayman, KY1-1106, Cayman Islands.

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 Acknowledgement 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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: OF 2008

B E T W E E N:

APPLEBBY, A FIRM

Plaintiff

AND

THE PROPRIETORS, STRATA PLAN NO. 155

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.

HAVE TO BE RETURNED.

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 or, if he does not reside in the Cayman Islands, he must give an address in Grand Cayman where communication 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.

APPLEBY
Attorneys-at-Law
75 Fort Street
PO Box 190
Grand Cayman KY1-1104
CAYMAN ISLANDS

Ref: NB/12637.666

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

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SCHEDULE "A"

THE PROPRIETORS, STRATA PLAN NO. 155 - OUTSTANDING INVOICES

Invoice Number	Invoice Date	Invoice Total	Total Unpaid
63264	11/28/2005	\$2,156.03	\$377.01
63324	11/29/2005	\$446.71	\$446.71
63326	11/29/2005	\$304.75	\$304.75
63327	11/29/2005	\$592.25	\$592.25
63332	11/29/2005	\$1,218.37	\$1,218.37
63339	11/29/2005	\$226.25	\$226.25
63956	12/29/2005	\$820.96	\$820.96
63959	12/29/2005	\$234.75	\$234.75
63960	12/29/2005	\$323.71	\$323.71
63962	12/29/2005	\$178.25	\$178.25
63963	12/29/2005	\$311.46	\$311.46
63965	12/29/2005	\$215.00	\$215.00
63969	12/29/2005	\$1,497.46	\$1,497.46
63970	12/29/2005	\$558.70	\$558.70
63972	12/29/2005	\$775.75	\$775.75
63973	12/29/2005	\$231.00	\$231.00
65085	1/27/2006	\$1,281.50	\$1,281.50
65154	1/30/2006	\$346.50	\$346.50
65156	1/30/2006	\$489.50	\$489.50
65157	1/30/2006	\$427.75	\$427.75
65152	1/30/2006	\$912.75	\$912.75
65150	1/30/2006	\$512.25	\$512.25
65144	1/30/2006	\$1,173.25	\$1,173.25
65131	1/30/2006	\$315.25	\$315.25
65133	1/30/2006	\$662.25	\$662.25
65135	1/30/2006	\$384.00	\$384.00
65136	1/30/2006	\$572.75	\$572.75
65138	1/30/2006	\$281.75	\$281.75
65140	1/30/2006	\$366.50	\$366.50
65436	1/31/2006	\$519.71	\$519.71
65557	1/31/2006	\$1,515.25	\$1,515.25
66431	2/27/2006	\$814.00	\$814.00
66432	2/27/2006	\$1,818.89	\$1,818.89
66446	2/27/2006	\$611.75	\$611.75
66488	2/28/2006	\$611.71	\$611.71
66486	2/28/2006	\$704.00	\$704.00
66484	2/28/2006	\$235.50	\$235.50
67847	3/30/2006	\$271.00	\$271.00
67855	3/30/2006	\$403.75	\$403.75
67859	3/30/2006	\$333.75	\$333.75
667890	3/31/2006	\$736.30	\$736.30
67865	3/31/2006	\$983.78	\$983.78
67866	3/31/2006	\$2,798.64	\$2,798.64
67867	3/31/2006	\$817.92	\$817.92
67868	3/31/2006	\$390.75	\$390.75
67869	3/31/2006	\$476.21	\$476.21

THE PROPRIETORS, STRATA PLAN NO. 155 - OUTSTANDING INVOICES

Invoice Number	Invoice Date	Invoice Total	Total Unpaid
67870	3/31/2006	\$289.50	\$289.50
67923	3/31/2006	\$1,750.00	\$1,750.00
68719	5/3/2006	\$3,266.00	\$3,266.00
68930	5/12/2006	\$152.50	\$152.50
68931	5/12/2006	\$172.00	\$172.00
68932	5/12/2006	\$171.25	\$171.25
68924	5/12/2006	\$340.00	\$340.00
68923	5/12/2006	\$125.50	\$125.50
68922	5/12/2006	\$333.25	\$333.25
68921	5/12/2006	\$168.75	\$168.75
68933	5/12/2006	\$152.00	\$152.00
68934	5/12/2006	\$157.25	\$157.25
68917	5/12/2006	\$250.21	\$250.21
68939	5/12/2006	\$157.50	\$157.50
68940	5/12/2006	\$176.00	\$176.00
68941	5/12/2006	\$157.00	\$157.00
68942	5/12/2006	\$157.25	\$157.25
68918	5/12/2006	\$332.50	\$332.50
68920	5/12/2006	\$1,354.25	\$1,354.25
68916	5/13/2006	\$300.00	\$300.00
68962	5/16/2006	\$2,376.25	\$2,376.25
69613	6/6/2006	\$599.98	\$599.98
69617	6/6/2006	\$445.23	\$445.23
69618	6/6/2006	\$550.23	\$550.23
69620	6/6/2006	\$503.45	\$503.45
69621	6/6/2006	\$463.95	\$463.95
69622	6/6/2006	\$462.20	\$462.20
69623	6/6/2006	\$424.70	\$424.70
69624	6/6/2006	\$461.45	\$461.45
69625	6/6/2006	\$1,677.70	\$1,677.70
69626	6/6/2006	\$461.20	\$461.20
69627	6/6/2006	\$510.23	\$510.23
69628	6/6/2006	\$510.23	\$510.23
69634	6/6/2006	\$530.00	\$530.00
70578	7/21/2006	\$848.53	\$848.53
70579	7/21/2006	\$862.03	\$862.03
70577	7/21/2006	\$850.78	\$850.78
70576	7/21/2006	\$719.50	\$719.50
70575	7/21/2006	\$679.75	\$679.75
70574	7/21/2006	\$720.00	\$720.00
70573	7/21/2006	\$719.75	\$719.75
70572	7/21/2006	\$719.50	\$719.50
70571	7/21/2006	\$692.75	\$692.75
70583	7/21/2006	\$871.69	\$871.69
70570	7/21/2006	\$1,062.53	\$1,062.53
70569	7/21/2006	\$811.53	\$811.53
70584	7/21/2006	\$1,272.41	\$1,272.41
71713	8/21/2006	\$1,092.40	\$1,092.40
71729	8/22/2006	\$1,418.21	\$1,418.21

THE PROPRIETORS, STRATA PLAN NO. 155 - OUTSTANDING INVOICES

Invoice Number	Invoice Date	Invoice Total	Total Unpaid
71733	8/22/2006	\$881.50	\$881.50
72972	9/12/2006	\$746.25	\$746.25
74483	1/19/2006	\$1,425.89	\$1,425.89
77401	2/15/2007	\$510.25	\$510.25
TOTAL:		\$68,705.07	\$66,926.05