

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CIVIL DIVISION

CAUSE NO. 213 OF 2021

BETWEEN:

Cliff Ian Groves t/a Pegasus Development

Plaintiff

-AND-

Davenport Development Ltd

Defendants



WRIT OF SUMMONS

TO: Davenport Development Ltd., Maricorp Services Ltd., #31 The Strand, 26 Canal Point Drive Grand Cayman KY1-1105

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 495GT, 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 6th day of October 2021

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. By an agreement evidenced in writings dated 3rd March 2021 and executed 5th May 2021, and made between the plaintiff and the defendant (“the agreement”) the plaintiff agreed to undertake construction works “in accordance with [the defendant’s] contract drawings and specifications to construct a building known as “Bahia, Building #01 – Type “A”.
2. The plaintiff will refer to the agreement for its full terms, meaning and effect as may be necessary.
3. Pursuant to the agreement the plaintiff commenced the required works for the defendant under its “Prime Contract Agreement”.
4. The defendant by email dated 9th July 2021 (9:27 am) from its Dan DeFinis repudiated the agreement and refused to be bound by it.
5. The Defendant by its Mr Paul Pearson boasted, as an apparent “marketing stunt”, in the media on 8th July 2021 that the defendant had a policy of repudiating any contract based on “if we hear a rumour.....it does not have to be true or false.....if we hear a rumour, you’re gone”. On behalf of the defendant Mr Pearson further stated on the media the same moment, that “We did give Cliff a contract to build a building.....but...I can tell you right now Cliff Groves will not be building for Davenport” and further that a Senior manager would call the plaintiff on 8th July 2021 to repudiate the contract. The plaintiff was so called on 8th July 2021 and the written repudiation from the defendant followed on 9th July 2021 per paragraph 4 above.
6. By the conduct set out above on 8th and 9th July 2021 the defendant evinced an intention no longer to be bound by the said agreement and it has repudiated the same.
7. The plaintiff, as he was entitled to do, accepted the defendant’s repudiation by email on 9th July 2021 and for the avoidance of doubt by his attorneys letter to the defendant dated 17th September 2021 served at the defendant’s registered office 20th September 2021.

8. By reason of the foregoing the plaintiff has lost the benefit of the agreement and lost the revenue he he would otherwise have received under it and he has thereby suffered loss and damage.

Particulars

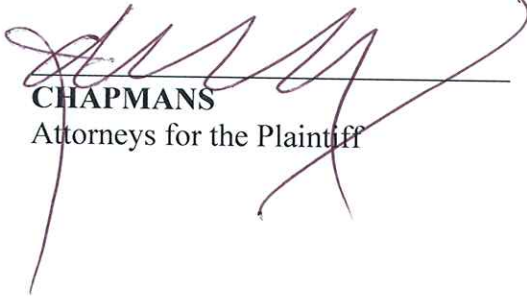
1. The agreed contract sum payable by the defendant to the plaintiff was CI\$292,543.68. The plaintiff will give credit for the costs he has not expended.
 2. The fact and manner of the repudiation caused, and was calculated by the defendant to cause the plaintiff reputational damage and financial loss and has done so.
 3. The defendant through its directors/shareholders have in reply to the Letter Before Action herein further sought to damage the plaintiff by tortious interference with contracts that the plaintiff has with other clients by pressuring those clients to also repudiate the contracts with the plaintiff to remain in favour with the Defendant. Loss and damage is continuing and will be assessed. The first such is the plaintiff's contract with the Grandview Strata and further particulars of breach(es) and losses will be given as details are collected.
9. The plaintiff claims interest on his lost revenue(s) and his damages pursuant to statute.

And the Plaintiff claims:

- (1) Damages for repudiation of the said agreement;
- (2) Damages for the intentional public damage to the plaintiff's reputation and doing so boasting of deliberately not caring as to the true facts for some supposed marketing "boost" to the defendant's "gold" "reputation" at the expense of the plaintiff
- (3) Damages and losses for tortuous interference with contract(s)
- (4) Further or other relief including injunctive relief should the defendant continue to seek to deliberately interfere in the contracts of the plaintiff

- (5) Interest pre and post judgment pursuant to statute
- (6) Costs.

Dated this 6th October 2021



CHAPMANS
Attorneys for the Plaintiff

THIS WRIT OF SUMMONS was issued by CHAPMANS, Attorneys for the Plaintiff, whose address for service is:
Commonwealth House, PO Box 742, 81 West Church St, West Bay, Grand Cayman KYI-1303 (jchapman@chapmanslegal.com)

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 495, 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 installments or otherwise.

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 authorized 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.

BETWEEN: CAUSE NO. OF 2021
Cliff Ian Groves t/a Pegasus Development

-AND-

Davenport Development Ltd

Plaintiff

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).....

Defendant / Attorney for the Defendant

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 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.

Chapmans
Commonwealth House
81 West Church St, West Bay,
Grand Cayman KY1-1303
Cayman Islands
jchapman@chapmanslegal.com

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