



ND COURT OF THE CAYMAN ISLANDS

CAUSE NO. of 2021

BETWEEN:

**CAYMAN ENGINEERING LTD. (TRADING
AS AMR CONSULTING ENGINEERS)**

Plaintiff

AND: DAGGARO

Defendant

WRIT OF SUMMONS

TO: Daggaro of c/- Walkers Corporate Limited, 190 Elgin Avenue, George Town, Grand Cayman KY1-9008, 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, P.O. Box 495, 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 30th day of November 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 Acknowledgment of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. The Plaintiff is an engineering consulting company incorporated in the Cayman Islands whose registered office is Block 20B, Parcel 342H37, Cannon Place, 249B North Sound Road, George Town, Grand Cayman, Cayman Islands.
2. The Defendant is an aviation and logistics company incorporated in the Cayman Islands whose registered office is c/- Walkers Corporate Limited, 190 Elgin Avenue, George Town, Grand Cayman, KY1-9008, Cayman Islands.
3. By agreements in writing contained in correspondence from the Plaintiff to the Defendant, the Plaintiff agreed to provide the Defendant with professional engineering and project management services (“**Services**”) in respect of the development of an aviation facility adjacent to the Charles Kirkconnell International Airport in Cayman Brac that the Defendant intended to develop (the “**Development**”). The agreements concerned different scopes of work in connection with the Development. For each scope of work a fee proposal was provided by the Plaintiff and accepted by the Defendant. The relevant correspondence is as follows:
 - (i) Letter from the Plaintiff on 16 November 2020, and email from the Defendant to the Plaintiff on 19 December 2020;
 - (ii) Letter from the Plaintiff to the Defendant on 27 January 2021, and email from the Defendant to the Plaintiff on 26 February 2021; and
 - (iii) Letter from the Plaintiff to the Defendant on 4 May 2021, and email from the Defendant to the Plaintiff on 11 May 2021.(collectively the “**Agreements**”)
4. Pursuant to the Agreements, the Plaintiff provided the Defendant with the Services during the period between 19 December 2020 and 7 June 2021 in good faith and upon the mutual

understanding that the Defendant would pay the Plaintiff for the Services it provided under the Agreements.

5. Following the Defendant informing the Plaintiff that it had sold the land intended for the Development to a third party, the Plaintiff issued the following invoices to the Defendant which represented all work completed under the Agreements but for which payment remained outstanding:

- (i) Invoice No. 4270 dated 11 July 2021 in the amount of CI\$31,950.50;
- (ii) Invoice No. 4269 dated 11 July 2021 in the amount of CI\$20,677.50;
- (iii) Invoice No. 4498 dated 11 July 2021 in the amount of CI\$3,660;

(collectively the “**Invoices**”).

6. In breach of the Agreements, the Defendant has failed and/or refused to make payment of any of the Invoices.

7. Despite demands for payment by the Plaintiff, promises of payment by the Defendant, as well as false claims by the Defendant that the Invoices had been paid, the Invoices remain outstanding:

- (i) On 27 July 2021, the Plaintiff emailed the Defendant seeking an update as to when they could expect payment of the Invoices.
- (ii) On 28 July 2021, the Defendant emailed the Plaintiff stating that payment of the Invoices was scheduled for that Friday (30 July).
- (iii) On 2 August 2021, the Plaintiff emailed the Defendant seeking an update as to when payment of the Invoices would be made in circumstances where payment still had not been received.

- (iv) On 2 August 2021, the Defendant emailed the Plaintiff stating that the Invoices had been paid, however, no payment had been received by the Defendant.
 - (v) On 11 October 2021, the Plaintiff emailed the Defendant seeking an update on payment of the Invoices and noting that the Plaintiff had been beyond patient in seeking payment.
 - (vi) On 27 October 2021, the Plaintiff's attorneys wrote to the Defendant stating that the Plaintiff required payment of the Invoices to be made within 7 days, failing which, the Plaintiff would have no choice but to consider alternative options to recover its debt.
8. As a result of the Defendant's failure and/or refusal to make payment of the Invoices, the Defendant is indebted to the Plaintiff in the sum of CI\$56,298.
9. Further, the Plaintiff claims statutory judgment interest from 12 June 2021 to 30 November 2021 at the prescribed rate of 2.375% per annum pursuant to the Judgment Debts (Rates of Interest) Rules (2021 Revision), and calculated as follows:
- (i) $CI\$56,298 \times 2.375\% = \3.66 (Daily Interest Amount) $\times 171$ (Accumulated Days) = CI\$626.41
 - (ii) Total Amount Claimed at Date of Issue of Writ = CI\$626.41
 - (iii) Amount of Interest accruing each Day = CI\$3.66

AND THE PLAINTIFF CLAIMS:

- A. An order that the Defendant pay the Plaintiff the sum of CI\$56,298.
- B. Statutory interest as prescribed under the Judgment Debts (Rates of Interest) Rules (2021 Revision), to be assessed.

C. Costs.

D. Such further and other relief as the Court thinks fit.

Dated this 30th day of November 2021



BROADHURST LLC
Attorneys for the Plaintiff

This Writ of Summons and Statement of Claim are issued by Broadhurst LLC, Attorneys-at-law for the Plaintiff, whose address for service is 4th Floor Monaco Towers, 54 Edward Street, George Town, Grand Cayman KY1-1104, Cayman Islands (Ref. 690-1)

STATEMENT REGARDING INTEREST

- (i) The prescribed rate of interest, throughout the relevant period, was 2.375% per annum pursuant to the Judgment Debts (Rates of Interest) Rules (2021 Revision)
- (ii) The date from which interest is calculated is 12 June 2021.
- (iii) The total amount of interest claimed as at the date of the Writ of Summons is CI\$626.41
- (iv) The amount of interest accruing each day thereafter is CI\$ 3.66

INDORSEMENT

The amount claimed in respect of the debt or demand is CI\$56,298.00 as principal and CI\$ 626.41 (increasing at a rate of CI\$ 3.66 per day) as interest until 30 November 2021 for a total amount of CI\$ 56,924.41. 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 and interest and costs further proceedings will be stayed. The money must be paid to the Plaintiff or to its attorneys-at-law.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. of 2021

BETWEEN:

CAYMAN ENGINEERING LTD. (TRADING AS AMR CONSULTING ENGINEERS)

Plaintiff

AND: DAGGARO

Defendant

ACKNOWLEDGEMENT 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 see 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 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.

Endorsement by Plaintiff’s Attorney (or by Plaintiff if suing in person) of his name, address and reference, if any, in the box below.

BROADHURST LLC.
4th Floor, Monoco Towers
54 Edwards Street
George Town
Cayman Islands

Endorsement by Defendants’ Attorney (or by the Defendant if suing in person) of his name, address and reference, if any, in the box below.

[Empty box for defendant's attorney endorsement]

**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.
2. After completion it must be delivered or sent by post to the Law Courts, P.O. Box 495G, George Town, Grand Cayman.
3. 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).
4. 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.
5. 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.
6. If the Defendant fails to serve his Defence within the appropriate time, the Plaintiff may enter judgment against him without further notice.
7. 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.

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 an individual TRADING IN A NAME OTHER THAN HIS OWN, he must complete the form 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, an Attorney acting for a guardian ad litem must complete the form.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.