

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 8

OF 2011



BETWEEN:

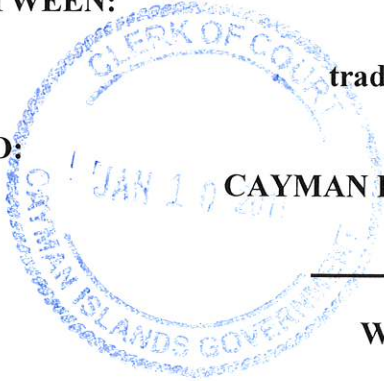
JGE LTD
trading as **IT OUTSOURCE**

PLAINTIFF

AND:

CAYMAN ISLANDS PROPERTIES LTD

DEFENDANT



WRIT OF SUMMONS

TO: CAYMAN ISLANDS PROPERTIES LTD

c/o Campbell Corporate Services Limited, P.O. Box 268, 4th Floor, ScotiaBank Building, George Town, 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 of 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 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 10th day of January 2011

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's claim is for the sum of CI\$54,000.00 pursuant to a Technology Proposal V1 ("the Proposal") signed by the parties on 12th March 2010 and a Managed Service Level Agreement (MSLA) with Chartered Network Infrastructure (CNI) contract ("the Contract") signed by the parties on 24th March 2010. The sum of CI\$4,824.00 is also claimed in respect of equipment and services supplied, namely a wall mounted rack, two software licences and cabling installation.
2. Invoices rendered in respect of the computer services provided to-date have not been paid.
3. Pursuant to the terms of the Proposal and the Contract signed by the parties on 12th March 2010 and 24th March 2010 respectively the Plaintiff was contracted to perform work and provide services concerning computer equipment, maintenance and support systems, as evidenced by the terms of the said Proposal and Contract.
4. It was a term of the Contract that the initial term of the agreement would remain in force for a period of 36 months and further that the cost would be CI\$1,500.00 per month being a total of CI\$54,000.00 for the duration of the term of the agreement.
5. Invoices have been rendered to date in the sum of CI\$13,500.00.

PARTICULARS

Invoice Number	Date	Amount (CI\$)
C1351	1 March 2010	1,500.00
C1352	1 April 2010	1,500.00
C1353	1 May 2010	1,500.00
C1567	1 June 2010	1,500.00
C1568	1 July 2010	1,500.00
C1569	1 August 2010	1,500.00
C1570	1 September 2010	1,500.00

C1571	1 October 2010	1,500.00
C1572	1 November 2010	1,500.00


6. The Plaintiff therefore claims the sum of CI\$13,500.00 to date and further and/or in the alternative the additional sum of CI\$40,500.00 in respect of the outstanding term of the agreement pursuant to the Contract.
7. The sum of C\$4,824.00 is also claimed in respect of equipment and services which were supplied, part of which sum was invoiced on 15th April 2010 in the sum of CI\$1824.00 (invoice # C1349), and which remains unpaid and owing.
8. Further the Plaintiff is entitled to and claims interest on the CI\$18,324.00 owing to-date pursuant to Section 34(1) of the Judicature Law (2007 Revision) at the rate of 7.25% from 1st April 2010 to 31st October 2010 and from 1st November 2010 at the rate of 2 3/8% in the sum of CI\$921.20 and sections 4 and/or 5 of the Judgment Debts (Rates of Interest) Rules 2010 (as amended from time to time) or under the equitable jurisdiction of the Court on the amount due and at such rate and for such period as the Court shall think fit.
9. Further, the Plaintiff is entitled to and hereby claims interest on the said sum of CI\$18,324.00 to-date, which sum is increasing by CI\$1,500.00 per month, at the rate of 2 3/8% from 10th January 2011 until judgment or sooner payment at the rate of CI\$1.25 per diem.

AND THE PLAINTIFF CLAIMS AGAINST THE DEFENDANT:

1. Payment of the said principal sum of CI\$18,324.00 to date and the further sum of CI\$40,500.00 in respect of the outstanding term of the agreement pursuant to the terms of the Contract to total CI\$58,824.00.
2. Interest to date pursuant to Section 34 (1) of the Judicature Law (2007 Revision) as set out at paragraphs 8 and 9 above in the sum of CI\$921.20 and continuing.
3. Alternatively interest pursuant to the equitable jurisdiction of the Court on the amount due and at such rate and for such period as the Court shall think fit.
4. Continuing interest at the rate of 2 3/8% at CI\$1.25 per diem.

5. Costs.

Dated the 10th day of January 2011


RITCH & CONOLLY
Attorneys at Law for the Plaintiff

If, within the time for returning the Acknowledgement of Service, the Defendant pays the total amount claimed of CI\$58,824.00 and CI\$921.20 for interest, together with fixed costs of CI\$500.00 and court fees of CI\$685.24 further proceedings will be stayed. The money must be paid to the Plaintiff or its Attorney.

TO: The Clerk of the Court

AND TO: The Defendant, c/o Campbell Corporate Services Limited, PO Box 268,
4th Floor, ScotiaBank Building, George Town, Grand Cayman KY1-1104,
Cayman Islands

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.

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

Ritch & Conolly
PO Box 1994
Grand Cayman KY1-1104

MB/12142/ITOUTSOURCE

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

[Empty box for defendant's Attorney endorsement]

IN THE GRAND COURT OF THE CAYMAN ISLANDS

BETWEEN:

JGE LTD
trading as IT OUTSOURCE

PLAINTIFF

AND:

CAYMAN ISLANDS PROPERTIES 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

Please complete overleaf

**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 KY1-1106.

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

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, 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.