

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 336 OF 1997

BETWEEN:

COLLINS BROADHURST & FURNISS

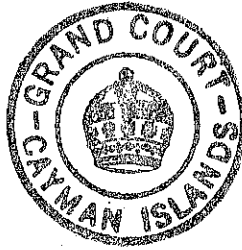
Plaintiff

AND:

DOLPHIN POOL & SPA LTD.

1st Defendant

AND:

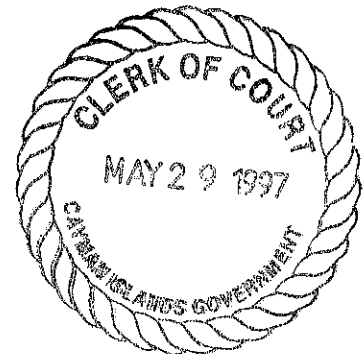


JOSEPH DEFILIPPO

2nd Defendant

WRIT OF SUMMONS

TO: Dolphin Pool & Spa Ltd.
In care of its Registered Head Office at
Steve McField & Associates
P.O. Box 680 GT
Grand Cayman, Cayman Islands



AND TO: Joseph Defilippo
P.O. Box 30704 SMB

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 495G, George Town, Grand Cayman, 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 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 29th day of May, 1997

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 was at all material times a law firm in the Cayman Islands.
2. The Defendant, Dolphin Pool & Spa Ltd. (hereinafter referred to as "Dolphin Pool"), was at all material times a company incorporated pursuant to the laws of the Cayman Islands.
3. The Defendant, Joseph Defilippo (hereinafter referred to as "Defilippo") was at all material times the operating mind management and control of Dolphin Pool.
4. An action was commenced in March of 1996 in the Grand Court by a former customer of the Defendants against the Defendant, Dolphin Pool.
5. In connection with the said action the Plaintiff and the Defendants entered into a Retainer agreement on or about March 20, 1996, which included the following terms:
 - a. The Plaintiff would provide legal services required in the Defence of the said action and as required from time to time for proper representation of the Defendant's interests.
 - b. The Defendants would provide instructions as required for the proper conduct of the Defence.
 - c. The Defendants would honour legal accounts upon being rendered by the Plaintiff.
6. The Plaintiff complied with its obligations under the said agreement and provided legal services in a professional and timely manner.
7. In connection with the providing of such services, accounts were rendered on the following dates and for the following amounts

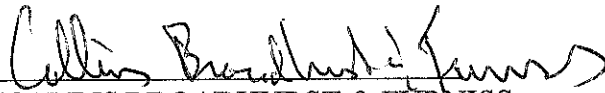
Date	Invoice No.	Amount	
Mar 31, 1996	96033	\$1030.00	
July 10, 1996	96067	\$ 765.00	
Aug 15, 1996	96089	\$ 325.00	
Dec 5, 1996	96120	\$2782.50	
Jan 31, 1997	96193	\$ 922.50	
Feb 28, 1997	96210	\$ 962.50	
Mar 31, 1997	96247	<u>\$ 412.50</u>	
		\$7200.00	Total Billed

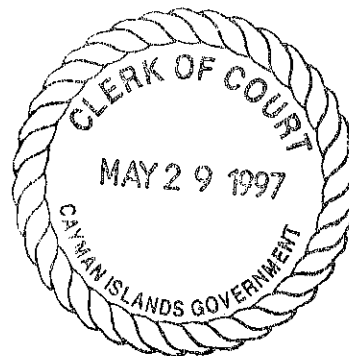
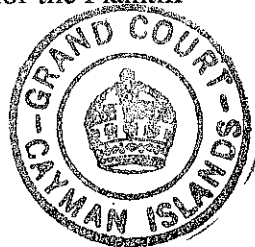
8. The Defendants paid a total of \$1500.00 leaving a balance unpaid and presently due and owing of \$5700.00.

9. The Defendants breached the said agreement in that:
 - a. They failed to make payments as agreed.
 - b. They failed to provide necessary instructions required for the proper conduct of the defence
10. As a result of the said breaches an Order was obtained on April 28, 1997, for the removal of the Plaintiff as Attorneys of Record in the said action.
11. As a result of the foregoing, the Defendants are liable to the Plaintiff for the sum of \$5,700.00.
12. The Plaintiff also claims interest upon the said damages pursuant to the Judicature Law (1995 Revision) and the Judgment Debts (Rates of Interest) Rules 1996 at the rate as prescribed of 7 3/8% or at such other rate as may be prescribed or as this Honourable Court deems just from the date of issuance of this proceeding.

AND THE PLAINTIFF claims:

1. Damages for Breach of Contract;
2. Interest upon the said damages pursuant to the Judicature Law (1995 Revision) and the Judgment Debts (Rates of Interest) Rules 1996 at the rate as prescribed of 7 3/8% or at such other rate as may be prescribed or as this Honourable Court deems just from the date of issuance of this proceeding.
3. Costs


COLLINS BROADHURST & FURNISS
Attorneys-at-Law for the Plaintiff



This Writ of Summons was issued by Collins Broadhurst & Furniss whose address for service is Collins Broadhurst & Furniss, Attorney-at-Law, P.O. Box 2503, George Town, Grand Cayman, Cayman Islands, British West Indies, Attorneys for the Plaintiff.

**DIRECTIONS FOR ACKNOWLEDGEMENT OF SERVICE
OF WRIT OF SUMMONS**

1. The accompanying form of *Acknowledgement 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, G.T. Grand Cayman.

2. A Defendant who states in his Acknowledgement 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 not endorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2). the defence must be served within fourteen (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 endorsed on the Writ, the defence need not be served until fourteen (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 within 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 Acknowledgement of Service, that he intends to apply for a stay, execution will be stayed for fourteen 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.

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. 33 OF 1997

Between:

COLLINS BROADHURST & FURNISS

Plaintiff

And:

DOLPHIN POOLS & SPA LTD.

1st Defendant

And:

JOSEPH DEFILIPPO

2nd 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 judgement 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 judgement entered by the Plaintiff (*tick box*)
Yes []

Service of the Writ is acknowledged accordingly

(signed) _____

[Attorney] for

[Defendant in Person]

Address for service:

Please see overleaf.....