

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: *607* OF 1997.

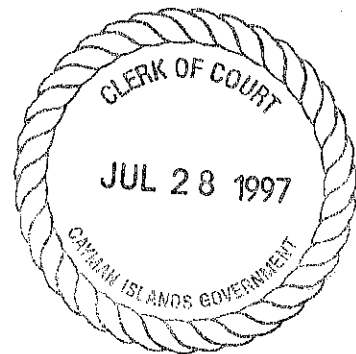
**BETWEEN: PHILLMORE T BARNETT - T/A PCY
PROFESSIONAL CUSTOM CABINETS & CONSTRUCTION - PLAINTIFF**

**AND: CAYMAN ISLANDS PROPERTY MANAGEMENT LTD
FIRST DEFENDANT**

**AND JULIAN BANKS
SECOND DEFENDANT**

WRIT OF SUMMONS

**TO: Cayman Islands Property Management Ltd
P O Box 30462 SMB
Seven Mile Beach Post Office
GRAND CAYMAN**



**AND TO: Ms. Julian Banks
Manager
Cayman Islands Property Management Ltd
Coconut Plaza, West Bay Road**

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 Courts Office, P O Box 495, George Town, Grand Cayman, the accompanying Acknowledgement of Service form stating therein whether you intend to contest the proceedings.

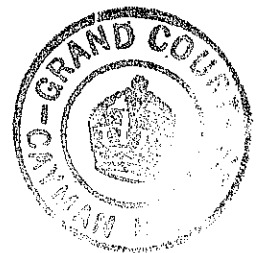
If you fail to satisfy the claim or to return the Acknowledgement within the time stated, or if you return the Acknowledgement without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgement may be entered against you forthwith without further notice.

Issued this *28th* day of *July*, 1997.

NOTE-this Writ may not be served later than 4 calendar months.

IMPORTANT

Directions for Acknowledgement of service are given with the accompanying form



STATEMENT OF CLAIM

1 The Plaintiff is an individual who resides in the Cayman Islands and trades under the name of PCY Professional Custom Cabinets and Construction.

2 The First Defendant is a company duly incorporated and registered under the Laws of the Cayman Islands whose registered office is located at P O Box 30 462 SMB (Manager's residence Plantation Village) which is licensed under the Laws of the Cayman Islands to inter alia manage properties on behalf of other persons.

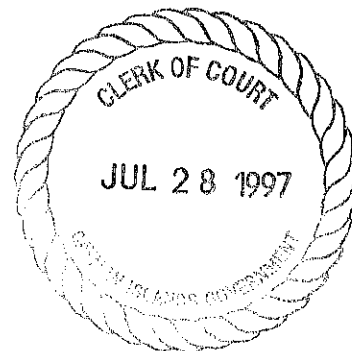
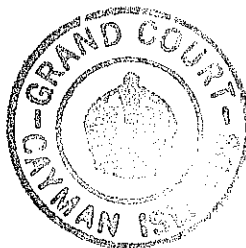
3 The Second Defendant is also a resident of the Cayman Islands and at the material time she purported to be the manager of the First Defendant.

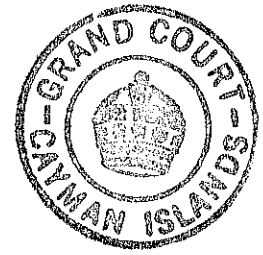
4 On or about 21st May, 1997 the Plaintiff entered into a written agreement with the First Defendant to maintain and repair 32 apartments located at Sunshine Apartments, which maintenance and repair was to include inter alia repairing the roof, changing the windows, plastering, tiling, building cabinets and installing them. The Second Defendant executed the said written Agreement on behalf of the First Defendant, as its manager. The Plaintiff will rely on the said Agreement for its full terms and effects.

5 It was and implied term of the said written Agreement that upon completion of the said work the First and/or the Second Defendant would pay the Plaintiff for the materials purchased and his services.

6 In furtherance of the said Agreement the Plaintiff carried out the works which were expected of him and presented his bill for services rendered and materials to the Second Defendant. As a result of the presentation of the Plaintiff's invoice, the Second Defendant agreed to personally pay off the outstanding amount at the rate of CI\$5,000.00 per month. However, in breach of the said Agreement although the Second Defendant has made some payments on the outstanding amount there is still a balance of CI\$34,540.00.

7 On or about 30th June, 1997 the Plaintiff requested that his then Attorneys, Collins Broadhurst & Furniss write to the Defendants demanding payment of the outstanding amount, which they did but to date the Defendants have made no further payments and the amount remains outstanding. The Plaintiff will rely on the said letter for its full terms and effects.

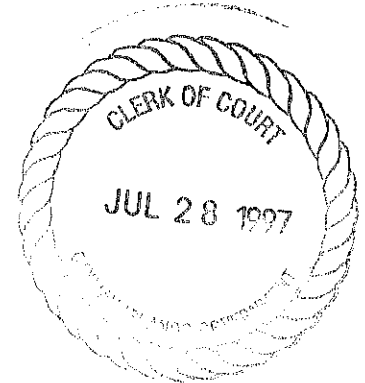




WHEREFORE THE PLAINTIFF CLAIMS

- (I) Principal Amount Outstanding CI\$31,540.00
- (II) Statutory Interest
- (III) Legal fees and Costs _____
- TOTAL** **\$**

Dated this 28th day of July, 1997.



Brooks & Brooks
BROOKS & BROOKS
 Attorney-At-Law
 for the Plaintiff

PLEASE NOTE that if within the time for returning the Acknowledgement of Service (i.e 14 days) the Defendant pays the total amount claimed of CI\$31,540.00 plus costs of CI\$500.00 and disbursements of CI\$210.00 (Total CI\$32,250) further proceedings will be stayed. The money must be paid to the Plaintiff or its Attorney-At-Law.

THIS WRIT IS ISSUED by Brooks & Brooks Attorney-At-Law for the Plaintiff whose address for service is 2nd floor Harbour Centre, P.O. Box 1355, George Town, Grand Cayman.

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

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.

Endorsement by Plaintiff's Attorney (or by Defendant if suing in person) of his Name, Address and References, if any, in the box below.

Brooks & Brooks
Attorneys At Law
2nd Floor Harbour Centre
P O Box 1355GT
GRAND CAYMAN

Endorsement by Defendant's Attorney (or by Defendant if suing in person) of his Name, Address and Reference, if any, in the box below.