

IN THE GRAND COURT OF THE CAYMAN ISLANDS

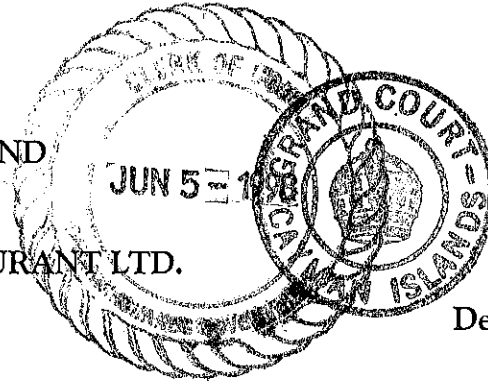
CAUSE NO: 353 OF 1998

B E T W E E N:

CGMJ LTD.

AND

(1) EDWARD JOHNS  
(2) CROWS NEST RESTAURANT LTD.



Plaintiff

Defendants

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WRIT OF SUMMONS

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TO: Dr. Ed Johns  
P.O. Box 912GT  
Grand Cayman

AND TO: Crow's Nest Restaurant Ltd.  
c/o Cayman Dental Services  
Mirco Centre, P.O. Box 912GT  
Grand Cayman

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.

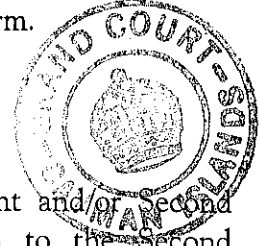
If you fail to satisfy the claim or to return the Acknowledgement within the time stated, or if you return the Acknowledgement without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgement may be entered against you forthwith without further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

Issued this 5<sup>th</sup> day of June 1998.

NOTE - This Writ may not be served later than 4 calendar months (or, if leave 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 the accompanying form.



## STATEMENT OF CLAIM

From December 1992 the Plaintiff was retained by the First Defendant and/or Second Defendant to provide professional architectural services in relation to the Second Defendant business.

In November 1996 the Plaintiff presented the First Defendant with an invoice in the amount of US\$7,291.58 in connection with ongoing services rendered to the First and Second Defendants. By cheque dated 18 March, 1997 the Second Defendant made a partial payment on the invoice in the amount of CI\$1,822.90 (US\$2,223.05). No further payments have been made to date and US\$5,068.53 remains outstanding on that invoice despite repeated requests for payment.

AND THE PLAINTIFF claims:

1. US\$5,068.53 being monies due and owing.
2. Interest on US\$5,068.53 at 7 3/8 % per annum from 19 March 1997 to June 4, 1998, being a per diem amount of US\$1.02 being US\$499.58.
3. Interest on US\$5,518.16 at 7 3/8 % per annum from 5 June, 1998 to date of Judgment or earlier payment.
4. Fixed costs of US\$600.00.

If, within the time for returning the Acknowledgement of Service, the Defendant pays the total amount claimed as at 5 June, 1998 of US\$6,118.16 (including interest and costs) further proceedings will be stayed. The money must be paid to the Plaintiff or his Attorney.

*Hunter & Hunter*

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Hunter & Hunter  
Attorneys-at-law for the Plaintiff Herein.

THIS WRIT was issued by Hunter & Hunter, Attorneys-at-law for the Plaintiff whose address for service is 3<sup>rd</sup> Floor, West Wind Building, P.O. Box 190GT, Grand Cayman, Cayman Islands.