

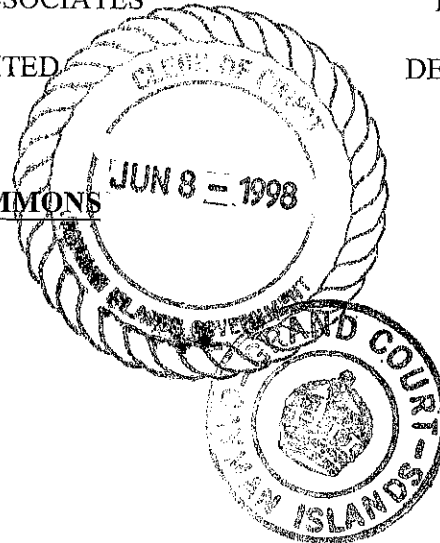
IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 354 OF 1998

BETWEEN: MALCOLM M. STEPHENSON ASSOCIATES PLAINTIFF

AND: DESIGNCRAFT (CAYMAN) LIMITED DEFENDANT

WRIT OF SUMMONS



TO: Designcraft Limited,
c/o J. David McDonald,
P.O. Box 307 GT,
Cayman Trade Centre,
Eastern Avenue,
George Town, 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 fourteen 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's Office, P.O. Box 495 GT, 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 8th day of June 1998.

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 Acknowledgement of Service are given with the accompanying form.

STATEMENT OF CLAIM

The Plaintiff's claim is for CI\$14,298.18 for work done by the Plaintiff as an architect in and about the preparation of drawings and specifications for, and the supervision of the erection of, a building at George Town Central Block 13D, Parcel 78 under two agreements made between the Plaintiff and the Defendant. The first agreement was made in writing on or about 26th April 1993 ("the First Agreement"). A subsequent oral agreement was concluded on or about June 1996 ("the Second Agreement").

PARTICULARS

- | <u>(1) Amount due under the First Agreement</u> | CIS |
|--|--------------------|
| Total cost of the said building | \$1,049,900.00 |
| Remuneration due to the Plaintiff at 6% of the said cost | \$ 66,556.53 |
| Paid on account to 4 th August 1995 | \$ 61,409.05 |
| Balance then outstanding | \$ 5,147.48 |
| Add out of pocket expenses | \$ 493.10 |
| Total | \$ 5,640.58 |
| Paid on account 4 th April 1997 | \$ 2,500.00 |
| <u>Balance still outstanding</u> | <u>\$ 3,140.58</u> |
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- | <u>(2) Amount due under the Second Agreement</u> | |
|--|---------------------|
| Total cost of the retail fit out of the Designcraft Building | \$ 181,500.00 |
| Remuneration due to the Plaintiff at 6% of the said cost | \$ 10,890.00 |
| Out of pocket expenses | \$ 267.60 |
| <u>Balance due</u> | <u>\$ 11,157.60</u> |
-
- (3) The Plaintiff is entitled to claim interest on the total amount due under the First and Second Agreements of CIS\$14,298.18 pursuant to Section 34 of the Judicature Law (1995 Revision) or the Judgement Debts (Rates of Interest) Rules 1995 at such rate and for such period as the Court shall think fit.
- (4) Costs.
- (5) Further or other relief



W.S. WALKER & COMPANY
Attorneys-at-Law for the Plaintiff

THIS WRIT AND STATEMENT OF CLAIM was issued by W.S. Walker & Company, Attorneys-at-Law for the Plaintiff herein, whose address for service is that of its said Attorneys-at-Law, Caledonian House, P.O. Box 265, George Town, Grand Cayman, Cayman Islands.