

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 604 OF 1999

BETWEEN: CGMJ LTD PLAINTIFF
AND: SUSAN MYCKO DEFENDANT

WRIT OF SUMMONS

TO: Susan Mycko
PO Box 11781
Airport Post Office
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, PO Box 495G, George Town, Grand Cayman, 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 judgement may be entered against you forthwith without further notice.

Issued this th 28 day of October 1999

Note: This Writ may no 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 renewed by order of this court.

IMPORTANT

Directions for Acknowledgment of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. The Plaintiff is and was at all material times a company incorporated pursuant to the laws of the Cayman Islands practicing in and about George Town, Grand Cayman and providing, inter alia, architectural, planning and engineering services.

FIRST CAUSE OF ACTION

2. At the request of the Defendant, the Plaintiff agreed to provide to her and on her behalf, architectural services which included mechanical, electrical and structural engineering services (“the professional services”), in relation to an indoor bowling alley project proposed to be constructed in the Seven Mile Beach, Grand Cayman area
3. The said professional services were provided by the Plaintiff to and on behalf of the Defendant between June 1998 and April 1999, during which the Plaintiff rendered accounts to the Defendant from time to time in the total sum of US\$86,543.24.

PARTICULARS

DATE	INVOICE NUMBER	AMOUNT US\$
8 th October 1998	223/98	25,000.00
16 th November 1998	251/98	35,000.00
7 th April 1999	94/99	25,000 .00
7 th April 1999	95/99	1,543.24
TOTAL		US\$86,543.24

4. As at the date hereof, the Defendant has paid to the Plaintiff in payment of its invoices the total sum of US\$75,000.00 leaving a balance due and payable to the Plaintiff by the Defendant the sum of US\$11,543.24.

PARTICULARS

DATE OF PAYMENT	AMOUNT US\$
3 rd August 1998	5,000.00
24 th November 1998	20,000.00
1 st February 1999	20,000.00
31 st May 1999	15,000.00
7 th June 1999	15,000.00
TOTAL PAID	US\$75,000.00

5. Despite demand, the Defendant has failed, refused and/or neglected to pay to the Plaintiff the outstanding sum of US\$11,543.24 and such sum remains due and payable to the Plaintiff by the Defendant
6. The Plaintiff claims interest pursuant to Section 34 of the Judicature Law (1995 Revision) at such rate and for such period as the Court may determine.

SECOND CAUSE OF ACTION

7. At the request of the Defendant, the Plaintiff agreed to provide to her and on her behalf, architectural services in relation to a proposed time-share condominium development referred to as Bayside in and about the Indie Suites, Seven Mile Beach, Grand Cayman area which included advice as to planning law and building control requirements; condominium design for timeshare purposes including the revision of existing Bayside drawings; and the design for the construction of and obtaining planning permission for a sales office on the said Bayside site ("the Bayside Services").
8. The Bayside services were provided by the Plaintiff to and on behalf of the Defendant between March 1999 and August 1999, during which the Plaintiff rendered accounts to the Defendant from time to time in the total sum of US\$7,247.04.

PARTICULARS

DATE	INVOICE NUMBER	AMOUNT US\$
20 th April 1999	107/99	2,585.37
17 th June 1999	161/99	3,207.32
16 th August 1999	204/99	1,454.38
TOTAL		US\$7,247.07

9. As at the date hereof, the Defendant has paid to the Plaintiff in payment of its invoices the total sum of US\$3,085.37 leaving a balance due and payable of to the Plaintiff by the Defendant in the sum of US\$4,161.70.

PARTICULARS

DATE OF PAYMENT	AMOUNT US\$
17 th March 1999	1,500.00
4 th May 1999	1,085.37
29 th June 1999	500.00
TOTAL PAID	US\$3,085.37

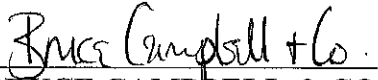
10. Despite demand, the Defendant has failed, refused and/or neglected to pay to the Plaintiff the outstanding sum of US\$4,161.70 and such sum remains due and payable to the Plaintiff by the Defendant.
11. The Plaintiff claims interest pursuant to Section 34 of the Judicature Law (1995 Revision) at such rate and for such period as the Court may determine.

And the Plaintiff claims:-

1. As to the first cause of action, judgement against the Defendant in the sum of US\$11,543.24.
2. As to the first cause of action, pre and post-judgement interest on such sum at the rate of 7% per annum from 7th April 1999 being US\$2.21 per day until payment.
3. As to the second cause of action, judgement against the Defendant in the sum of US\$4,161.70.
4. As the second cause of action, pre and post-judgement interest on such sum at the rate of 7% per annum from 16th August 1999 being US\$0.79 per day until payment.
5. Further and/or other relief.
6. Costs.

If, within the time for returning the acknowledgment of service, the Defendant pays a total amount claimed of US\$15,704.94; and US\$446.42 being interest from 7th April 1999 to 28th October 1999; and US\$57.67 being interest from 16th August 1999 to 28th October 1999; and US\$949.71 in respect of costs and fees for a total of US\$17,158.74 further proceedings will be stayed. The money must be paid to the Plaintiff at the offices of its attorneys.

Dated the 28th day of October 1999.


BRUCE CAMPBELL & CO
Attorneys-at-Law for the Plaintiff

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 664 OF 1999

BETWEEN: CGMJ LTD PLAINTIFF
AND: SUSAN MYCKO 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.

2. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged - **Susan Mycko**

3. State whether the Defendant intends to contest the proceedings (*tick appropriate box*)
 yes no

4. 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 the Defendant

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.

Defendent 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.

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

**Bruce Campbell & Co. (Ref:STM)
P.O. Box 884
4th Floor
Bank of Nova Scotia Building
George Town
Grand Cayman.**

**Tel: 949 2648
Fax: 949 8613**

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

**DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS**

- (4) 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, PO Box 495G, George Town, Grand Cayman.

- (5) 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 judgement 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 judgement against him without further notice.

- (6) *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 judgement 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 installments or otherwise.

See over for notes for guidance

Please complete overleaf

Notes for Guidance

- (7) Each Defendant (if there are more than one) is required to complete an Acknowledgment of Service and return it to the Courts Office.
- (8) For the purpose of calculating the period of 28 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.
- (9) 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*)”.
- (10) 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 is the firm of (.....)” after his name.
- (11) 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.
- (12) 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.
- (13) Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney action for a guardian *ad litem*.
- (14) A Defendant acting in person may obtain help in completing the form at the Courts Office