

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 74 OF 2000

BETWEEN: PATRICK C. BRODERICK & CO. LTD. Plaintiff

AND: BRENDON LYONS Defendant

WRIT OF SUMMONS FEB 07 2001

To: Brendon Lyons,
George Town

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of a claim set out the next page.

Within fourteen (14) days after 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 the 5th day of February, 2001.

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.

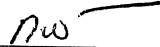
STATEMENT OF CLAIM

1. The plaintiff is and was at all material times a local company licence to survey to land
2. The defendant was at all material times a business-man.
3. In or about August, 1998, the defendant employed the plaintiff to carry out certain fixed boundry survey and prepare a strata plan for a fee of \$3,585.50, plus Government fees of which the defendant paid \$1,000.00 leaving a balance of \$2,585.50 to be paid upon completion of the survey and strata plan.
4. On the 31st August, 1999 the job was completed and the defendant notified. On the 22nd October, 1999, upon the request of the defendant the plaintiff submitted the strata plan to the Department of Lands and paid a fee of \$236.55 which the defendant promised to repay by the end of the month.
5. Despite that agreement and several demands, the last being by letter dated the 19th October, 2000, and a promise made on the 27th December to pay by the end of last month, the defendant has failed to pay and owes the plaintiff the sum of \$2,822.05
6. In addition to the principal sum due as set out above, the plaintiff is entitled to interest from the due date of payment, the rate of interest being that established pursuant to the Judicature Law (1995 Revision). Interest of \$305.22 on the principal sum is also due as of the date of the issuance of this proceeding. The particulars of interest are set out in the schedule attached to the Statement of Claim.

And the plaintiff claims:

1. \$2,822.50 principal as pleaded above
2. Pre-judgement and post- judgement interest upon the said principal pursuant to the Judicature Law (1995 Revision) and the Judgment Debts (Rates of Interest) Rules as prescribed from time to time; and
3. Costs as taxed or agreed.

Dated this 5th February, 2001.



Neville W. Levy & Associates

INDORSEMENT

The amount claimed in respect of the debt is \$2,822.05 as principal and \$305.22 as interest until the issue of the writ of summons for a total amount of \$3,127.27. The amount of the fixed costs is \$500.00 and the costs of issuing the writ of summons is \$150.00. If, within the time for returning the acknowledgement of service, the defendant **pays the plaintiff's attorneys-at-law** the total amount claimed in principal and interest, the fixed costs and the costs of issuing of the writ of summons, further proceedings will be stayed. The money must be paid to the plaintiff's attorneys-at-law at the Nevlaw Building, 180 Shedden Road.

STATEMENT REGARDING INTEREST

- i. The prescribed rate of interest on \$2,585.50 from 1st September, 1999 to 1st April, 2000, was 7 % per annum
- ii. The prescribed rate of interest from 1st April, 2000 to 5th February, 2001 was 8% per annum.
- iii. The date from which interest accrues is from the 1st September, 1999
- vi. The total interest claimed as at the date of issuance of this Writ of Summons is \$305.22
- vii. The amount of interest accruing each day following the issue of this Writ is \$0.62

Filed by Neville W. Levy & Associates, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service is that of the said Attorneys at the NevLaw Building, Shedden Road, P.O.Box 2178, Grand Cayman.

Schedule of Interest Calculated

1. Interest from 1/9/99 - 1/4/00	= \$2,585.50 x .07 x 213/365	= \$105.61
2. Interest from 22/10/99 - 1/4/00	= \$236.55 x .07 x 160/365	= \$ 7.25
3. Interest from 1/4/00 to 5/2/01	= \$2,822.05 x .08 x 311/365	= \$192.36
Total		= \$305.22

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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 communications for him should be sent. In the case of a limited company, "residence" means its registered or principal office.

Neville W. Levy & Associates
NevLaw Building,
Shedden Road George Town.
P.O. Box 2178.

Indorsement by Defendant's Attorneys (or by defendants if suing in person) of his name, address and reference, if any, below.