

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO 217 OF 2003

BETWEEN: JEC BUILDING CONSULTANTS LTD. Plaintiff

AND: DEBBIE GUSHLAK Defendant

WRIT OF SUMMONS

TO: Debbie Gushlak
PO Box 31485 SMB
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 [14] 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 495, 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 judgment may be entered against you forthwith without further notice.

Issued this 26th day of March, 2003.

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 Acknowledgment of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. The Plaintiff was at all material times a company conducting a building consultancy, quantity surveying and property evaluation business in the Cayman Islands.

2. The Defendant is a resident of the Cayman Islands.

3. By an agreement made between the Plaintiff and the Defendant the Plaintiff agreed to provide project and professional fees for a proposed extension to the property known as Casa Coyaba situated at Block 23C Parcel 169 and 170, Prospect, Grand Cayman.

Particulars

The said agreement between the parties was made partly orally, partly in writing and partly by conduct.

Insofar as it was oral, the said agreement was made at a meeting on or around the 8th February 2002.

Insofar as it was in writing, the said agreement was contained in or is to be inferred from a letter from the Plaintiff to the Defendant, dated 8th February, 2002.

Insofar as it was by conduct, the conduct consisted of or is to be inferred from the following:

(i) By the course of dealings between the Plaintiff and the Defendant, it was agreed between them or alternatively the Plaintiff signified to the Defendant, that her acceptance of the terms and conditions set forth in the Plaintiff's letter of 8th February, 2002 need not be communicated to the Plaintiff or alternatively would be signified if she did not communicate to the Plaintiff any dissent therefrom within a reasonable period of time of receiving the same, which she did not do within a reasonable time or at all.

(ii) Further, the Defendant with full knowledge of the terms and conditions set out in the Plaintiff's letter of 8th February, 2002, retained the same without in any way dissenting from or objecting or demurring to any of the said terms and conditions within a reasonable time of seeing the same or at all, and she thereby agreed to and accepted the said terms and conditions and/or signified the same to the Plaintiff or alternatively by her silence and conduct, with full knowledge the Plaintiff would proceed with provisions of the said services, she permitted and induced the Plaintiff to believe, as in fact the Plaintiff did believe, that she had agreed to and accepted the said terms and conditions.

4. It was on express term of the said agreement that the Plaintiff would be paid in accordance with the details set out in his letter of 8th February, 2002.

5. In pursuance of the said agreement the Plaintiff performed the agreed project and professional services.

6. In Breach of the said agreement the Defendant has not fully paid for the said services and the Plaintiff has suffered damage.

Particulars of Damage

Invoice 1	28 th February 2002	2,100.00
Invoice 2	28 th march 2002	950.00
Invoice 3	30 th April 2002	1,800.00
Invoice 4	31 st May, 2002	1,500.00
Invoice 5	30 th June 2002	1,875.00
Invoice 6	24 th July 2002	6,712.50
Invoice 7	7 th August 2002	1,575.00
Invoice 8	11 th September 2002	1,650.00

		18,162.50
Less payments received		(4,850.00)
Balance outstanding		CI\$ 13,312.50
		=====

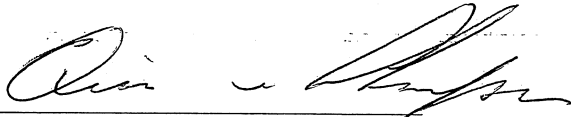
7. As a result of the matters set out above, the Plaintiff has suffered damages.

AND THE PLAINTIFF CLAIMS:

1. Damages in the amount of CI\$13,312.50.
2. Interest pursuant to Section 34 of the Judicature Law on the sum of CI\$13,312.50 from 5th September, 2002 at a rate of 4.5% amounting to CI\$334.48 as at 26 March, 2003 and continuing until the date of Judgment or sooner payment at the rate of CI\$1.64 per day.
3. Costs to be agreed or taxed.

If within the time for returning the Acknowledgement of Service, the Defendant pays the total amount claimed of CI\$14,390.29 together with interest and costs, all further proceedings will be stayed. This money must be paid to the Plaintiff or its attorney.

DATED this 26th day of March 2003



Quin & Hampson
Attorneys-at-Law for the Plaintiff

THIS WRIT was issued by Messrs. Quin & Hampson, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service and correspondence is P.O. Box 1348, George Town, Grand Cayman, Cayman Islands, B.W.I.

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS

1. The accompanying form of *Acknowledgment of Service* should be completed by an Attorney acting on behalf of the Defendants or by the Defendants if acting in person

After completion it must be delivered or sent by post to the Law Courts, P.O. Box 495G, George Town, Grand Cayman

2. 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 Plaintiffs (or on the Plaintiffs 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 judgment 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 Plaintiffs may enter judgment against him without further notice.

3. 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 judgment 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

Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgment of Service and return it to the Courts Office.
2. For the purpose of calculating the period of 14 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.
3. 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*)".
4. 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 in the firm of (.....)" after his name.
5. 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.
6. 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 his behalf.
7. Where the Defendant is a **MINOR** or a **MENTAL PATIENT**, the form must be completed by an Attorney acting for a guardian *ad litem*.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.

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BETWEEN: JEC BUILDING CONSULTANTS LTD. Plaintiff

AND: DEBBIE GUSHLAK 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.

1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.

2. State whether the Defendant intends to contest the proceedings (*tick appropriate box*)

yes

no

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 judgment entered by the Plaintiffs (*tick box*).

yes

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

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

Messrs. Quin & Hampson
Attorneys-at-Law
Third Floor, Harbour Centre
P.O. Box 1348
George Town,
GRAND CAYMAN

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