

IN THE GRAND COURT OF THE CAYMAN ISLANDS
HOLDEN AT GEORGE TOWN, GRAND CAYMAN

CAUSE NO. 426 OF 1996

BETWEEN: ONIONS BOUCHARD & McCULLOCH PLAINTIFF
AND: MIKE SIMMONS DEFENDANT

WRIT OF SUMMONS

TO: MIKE SIMMONS
P.O. Box 466G
George Town,
GRAND CAYMAN.
C/O THE MANGO TREE



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 Acknowledgment of Service stating therein whether you intend to contest these proceedings.

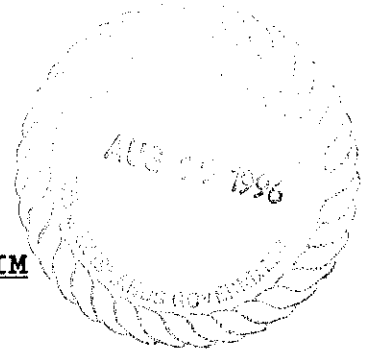
If you fail to satisfy or to return the Acknowledgment within the time stated, or if you return the Acknowledgment without stating therein an intention to contest the proceedings, the Plaintiffs may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this ^{19th} ~~16th~~ day of August 1996.

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.



SPECIALLY INDORSED STATEMENT OF CLAIM

1. The Plaintiff is and was at all material times a firm of Architects, Engineers and Interior Designers.
2. The Defendant was at all material times a client of the Plaintiff.
3. The Plaintiff has rendered professional services on behalf of the Defendant and incurred various expenses in connection with those professional services in relation to work performed on Simmons Plaza and restaurant at the Mango Tree.
4. The Plaintiff has rendered bills to the Defendant at various stages between December 1994 and June 1995. The Defendant made some payments on account but has failed to pay the total balance due and owing to the Plaintiff which amounted to CI\$3,395.75 as at 5th June 1995.
5. The Plaintiff is entitled and hereby claims pre-judgment interest for the period from the date of the cause of action to judgment pursuant to the Judicature Law (1995 Revision) and the Judgment Debts (Rates of Interest) Rules 1995 and 1996 in the following amounts:-

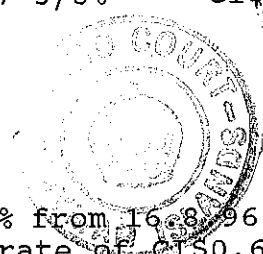
Interest on the sum of CI\$3,395.75 from 5.6.95 to 16.8.96

(i) from 5.6.95 to 1.2.96 at 8 3/8% CI\$187.78
(241 days)

(ii) from 1.2.96 to 16.8.96 at 7 3/8% CI\$135.48
(198 days)

CI\$323.26


and continuing interest at 7 3/8% from 16.8.96 to date of payment or judgment at a daily rate of CI\$0.69.



AND THE PLAINTIFF CLAIMS:-

1. the principal sum of \$3,395.75
2. Pre-judgment interest pursuant to the Judicature Law (1995 Revision) and the Judgment Debts (Rates of Interest) Rules 1995 and 1996 as pleaded in paragraph 5 hereof in the sum of CI\$323.26.
3. Post-judgment interest pursuant to the Judgement Debts (Rates of Interest) Rules 1996 from the date of judgment
4. Such further or other relief as this Honourable Court deems fit
5. Costs

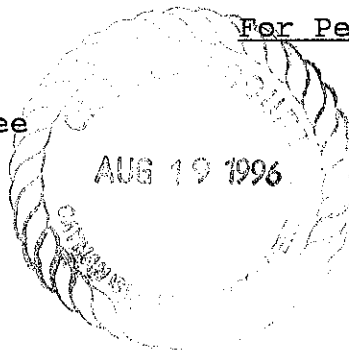
DATED this ^{19th} ~~16th~~ day of August 1996.


RITCH & CONOLLY
Attorneys-at-Law for
the Plaintiff

TO: The Clerk of the Court

AND TO: The Defendant
P.O. Box 466G,
GRAND CAYMAN
c/o The Mango Tree

For Personal Service



Filed by Messrs Ritch & Conolly, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service is that of its said attorneys-at-law, P.O. Box 1994, 3rd Floor, Royal Bank of Canada Building, George Town, Grand Cayman.