

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 578 OF 2005

BETWEEN: LE HABITAT CONSTRUCTION LTD.

PLAINTIFF

AND: SCOTT WASHBURN

FIRST DEFENDANT

AND: PATRICIA LOURMAIS

SECOND DEFENDANT



WRIT OF SUMMONS

TO: Mr. Scott Washburn and Mrs. Patricia Lourmais
127 Park Lane East
Hypoluxo, FL 33462
United States of America



THIS WRIT OF SUMMONS has been issued against you by the abovenamed 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 495, George Town, Grand Cayman B.W.I., 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 15th day of December, 2005.

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 is a company incorporated under the laws of the Cayman Islands and at all times the Plaintiff carried on business as a construction company within the Cayman Islands.
2. The Defendants herein are husband and wife and citizens of the United States of America. The Defendants herein are the registered joint proprietors of property known as Registration Section High Rock, Block 68A, Parcel 78 ("the Property").
3. By letters dated 20th and 26th May 2003 and 30th August 2003 ("the Agreement") the Defendants herein appointed the Plaintiff company to construct and renovate the house situated on the Property. Under the Agreement the Plaintiff was permitted to make requests for interim payments with the first interim payment being made on or about 3rd June 2003.
4. Pursuant to the Agreement and the variations of further works to construct and renovate the house on the Property agreed between the parties, the Plaintiffs carried out the works to the Property and as of the date hereof the Defendants herein owe the Plaintiff the sum of CI\$61,169.55.
5. The Plaintiff herein has advised the Defendants on several occasions of its failure in satisfying the debt owed to the Plaintiff and no payments whatsoever have been made by the Defendants towards the outstanding balance due to the Plaintiff herein and the sum of CI\$61,169.55 is still due and owing to the Plaintiff by the Defendant.

AND THE PLAINTIFF claims:

1. the sum of CI\$61,169.55
2. Interest pursuant to section 34 of the Judicature Law (2004 Revision) at the statutory rate of 3% per annum as follows:

- (i) on the sum of US\$61,169.55 from the date hereof, namely, 15th December 2005 to the date of Judgment against the Defendant herein and thereafter from the date of judgment to the date of payment of the said judgment sum at the said statutory rate per annum (i.e. CI\$5.03 per day).

Or alternatively,

- (ii) interest on such sum as is awarded to the Plaintiff from the date hereof, namely, 15th December 2005 and continuing thereafter until payment of the judgment sum or at such other rate and for such other period as the Court may find just pursuant to the Judicature Law (1995 Revision) and the Judgment Debts (Rate of Interest) Rules 2001 or pursuant to the inherent jurisdiction of the Court.

3. Such further and other relief as this Honourable Court deems just in the circumstances.
4. Costs.

If within the time for returning the Acknowledgment of Service the Defendant pays the total amount claimed of CI\$61,831.25 (including costs in the sum of CI\$1,661.70 or costs to be assessed or taxed) further proceedings will be stayed. The money must be paid to the Plaintiffs and/or its Attorneys-at-Law.

Dated this 15th day of December 2005



MYERS & ALBERGA

Attorneys-at-Law for the Plaintiff

TO: The Clerk of the Court

AND TO: The Defendants

This WRIT and STATEMENT OF CLAIM was issued and filed by Myers & Alberga, Attorneys-at-Law for and on behalf of the Plaintiff whose address for services is Harbour Place, P.O. Box 472, George Town, Grand Cayman B.W.I.

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

Myers & Alberga
Attorneys-at-Law
P.O. Box 472GT
Harbour Place, Second Floor, N Wing
103 S Church Street, Grand Cayman
Ref: LDD/cy/L0081-003

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

1. 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, 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 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 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 Plaintiff 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 instalments 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 its 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.