

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO 1209 OF 2006

BETWEEN: CAMPBELLS

PLAINTIFF

AND: MULTIVEST PROPERTIES LTD

FIRST DEFENDANT

J. JOHN MARSHALL

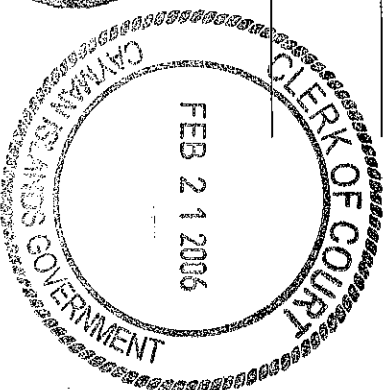
SECOND DEFENDANT

WRIT OF SUMMONS

TO:

Multivest Properties Ltd
P.O. Box 268 GT
Grand Cayman
Cayman Islands

Dr J John Marshall
c/o Multivest Properties Ltd
P.O. Box 268 GT
Grand Cayman
Cayman Islands



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, 495GT, George Town, Grand, Cayman, the accompanying Acknowledgement of Service stating 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 21st day of February 2006.

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.

INDORSEMENT

THE PLAINTIFF'S claim is for the sum of US\$29,392.02 for legal advice and services provided in relation numerous matters as requested by the First and Second Defendant, plus interest at 8% per annum or such other rate as the Court deems fit pursuant to Section 34 of the Judicature Law (1995 Revision) of such periods and at such rates as the Court deems fit.

STATEMENT OF CLAIM

1. The First Defendant is a company, registration number 57903, incorporated in the Cayman Islands, continuing to operate in the Cayman Islands in the field of property management.
2. The Second Defendant resides in the United States and is a director of the First Defendant. The Second Defendant is the beneficial owner of the First Defendant.
3. Second Defendant on behalf of the First Defendant or alternatively on his own behalf entered into a contract with the Plaintiff to obtain legal services for numerous matters in addition to legal services provided in connection with the Cause No. 430 of 2003 (the "Contract")
4. It was a term of the Contract that the Plaintiff would be entitled to payment for its services in accordance with the time spent working pursuant to the Contract in accordance with its standard hourly rates as amended from time to time.

5. In accordance with the Contract the Plaintiff carried out work as instructed to do so by the First and Second Defendants advising and representing the First Defendant with respect to Cause No. 430 of 2003.

6. In accordance with the Contract the Plaintiff rendered periodic invoices to the First and/or Second Defendant. The First and/or Second Defendant paid one invoice and then ceased paying. The total outstanding sum for all invoices amounts to US\$29,392.02.

7. At no time during the Contract did the First and/or Second Defendant make any complaint about the amount of the invoices rendered.

8. The First and Second Defendants have been provided with copies of invoices concerning work undertaken by the Plaintiff in accordance with the Contract. The dates and details of such invoices are:

- a. 30 November 2000 :US\$1,006.58 (invoice #52031);
 - b. 29 November 2001 :US\$588.25 (invoice #55032);
 - c. 17 May 2002 :US\$1,249.04 (invoice #56247);
 - d. 30 November 2002 :US\$2,118.91 (invoice #57956);
 - e. 5 November 2003 :US\$14,832.88 (invoice #60057);
 - f. 18 March 2004 :US\$5,530.64 (invoice #61307);
 - g. 29 June 2004 :US\$2,793.34 (invoice #62000); and
 - h. 31 August 2004 :US\$2,521.42 (invoice #62339).
- Total :US\$30,641.06**

9. The First and Second Defendant only paid for those services and/or advice as contained in the invoice dated 17 May 2002 for US\$1,249.04 (invoice #56247).

10. The First and Second Defendant has failed to pay any further invoices.

11. The Plaintiff therefore claims the sum of US\$29,392.02 for legal services and advice rendered pursuant to the Contract, plus interest and costs.

AND THE PLAINTIFF claims,

- (a) The sum of US\$29,392.02 for legal advice and services provided to the First and Second Defendant pursuant to the Contract.
- (b) Interest at 8% per annum or such other rate as the Court deems fit pursuant to Section 34 of the Judicature Law (1995 Revision) of such periods and at such rates as the Court deems fit.
- (c) Costs.

If, within the time for returning the acknowledgment of service, the First and Second Defendant pays the total amount claimed of US\$29,392.02 plus interest and costs further proceedings will be stayed.

The money must be paid to the Plaintiff or its Attorney.

Dated the *20th* day of February 2006

Filed the *20th* day of February 2006



CAMPBELLS
Attorneys-At-Law for the Plaintiff

TO: The Clerk of the Court
AND TO: The First and Second Defendants

THIS WRIT was issued by Campbells, Attorneys-At-Law for the Plaintiff whose address for service is P.O. Box 884GT, Scotiabank Centre, 4th Floor, George Town, Grand Cayman (Our Ref: JVB/BJH/01016)

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. **63** OF 2006

BETWEEN:

CAMPBELLS

PLAINTIFF

AND:

MULTIVEST PROPERTIES LTD

FIRST DEFENDANT

J. JOHN MARSHALL

SECOND 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 –

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 N/A

Service of the Writ of Summons is acknowledged accordingly.

(Signed)
[Attorney] for the Defendant. Address for service: (*see overleaf*)

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 495, 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 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.