

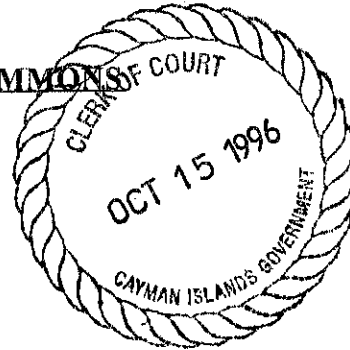
IN THE GRAND COURT OF THE CAYMAN ISLANDS
CAUSE NO. 533 OF 1996

BETWEEN: GLORIA REID (trading as G. & R. Construction) **PLAINTIFF**

AND: IAN O'SULLIVAN 1 ST DEFENDANT
JENNIFER O'SULLIVAN 2ND DEFENDANT

WRIT OF SUMMONS

To: Ian O'Sullivan
Jennifer O'Sullivan
Savannah.



THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiffs 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 15th day of October, 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 Acknowledgement of Service are given with the accompanying form.

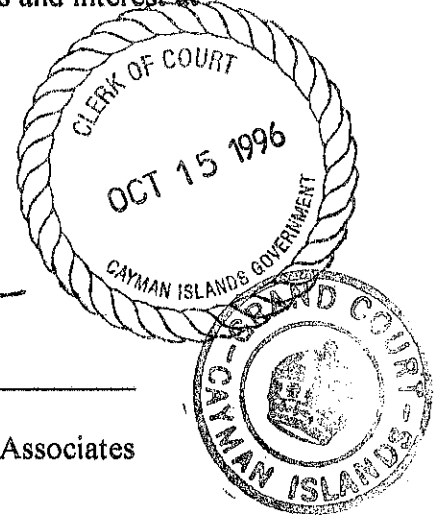
General Endorsement

The Plaintiff's claim is for \$17,600.00 balance due and owing for work done on the Defendants' house as a result of an agreement made between the parties between about the last week of September and the 26th day of November, 1995, plus costs and interest at Statutory Rate.

Dated this 15th day of October, 1996.

NW

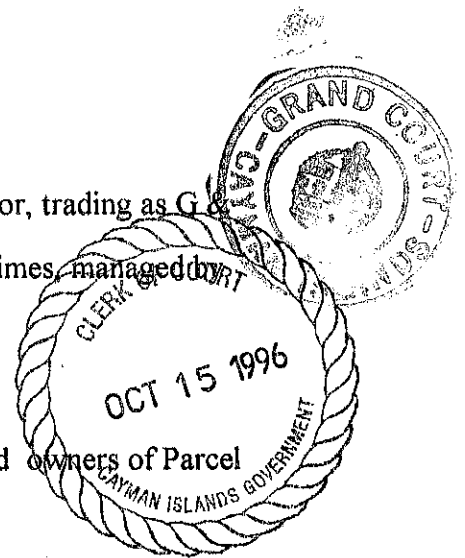
Neville W. Levy & Associates



This Writ was issued by Neville W. Levy & Associates, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service is that of the Thompson Building in George Town, Grand Cayman P.O.Box 2178.

STATEMENT OF CLAIM

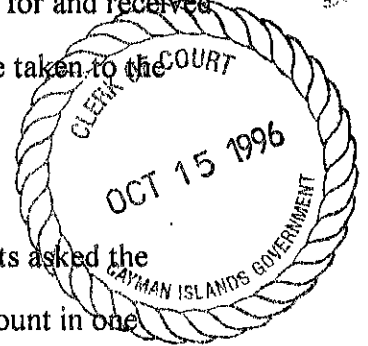
1. The Plaintiff is and was at all material times a building contractor, trading as G & R Construction, which said business is and was at all material times managed by her husband and agent, Colin Reid.
2. The Defendants are and were at all material times the registered owners of Parcel 203 Block 32B in the Registration Section of Savannah.
3. On or about the last week of September, 1995, the Defendants gave Colin Reid, a building plan to provide them with a quotation of the price for the labour to construct the said building, up to, but excluding the belting and lintel, so that they could get a valuation of the incomplete construction to enable them to obtain a loan from a bank to complete the said building.
4. On the 31st day of October, 1995, the Plaintiff's agent gave the defendants a written quotation of \$28,600.00 to do the required work which said quotation was accepted by the Defendants and the work was commenced on the 26th day of November, 1995.
5. On the 29th day of November, 1995 the Defendants paid the Plaintiff the sum of \$3,500.00 as their first instalment on the job.
6. On or about the 12th day of December, 1995 the Plaintiff's agent asked for another instalment, but the Defendants gave him \$350.00 and told him that they did not have enough money to buy material and pay for the labour but that if he would



continue the work they would pay the balance of \$24,750.00 immediately upon receipt of the loan from the bank and the Plaintiff agreed.



7. On or about the 13th day of February, 1996 the Defendants asked for and received from the Plaintiff, an estimate to complete the entire building to be taken to the Bank.



8. After the job was completed and the loan approved, the Defendants asked the Plaintiff to give them a rebate as they would be paying the full amount in one payment as soon as the loan was in hand. As a result, the Plaintiff agreed to give them a rebate of \$2,150.00 from the \$24,750.00 leaving a balance of \$22,600.00.

9. On the 1st day of May, 1996, the First Defendant informed the Plaintiff that the loan had been granted, gave the Plaintiff a cheque for \$5,000.00 and promised to pay the balance of \$17,600.00 the following week after he went to the Bank.

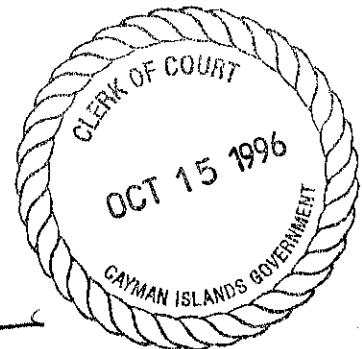
10. However, despite several verbal demands by the Plaintiff and promises by the Defendants to pay "next week", they have failed to pay and a written demand dated the 18th June, 1996, through the Plaintiff's attorneys, has had no effect.

WHEREFORE the Plaintiff claims:-

1. The balance due = \$17,600.00
2. Costs to be taxed or agreed.

3. Interest at Statutory Rate.

Dated this 14th day of October, 1996



NW

Neville W. Levy & Associates



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 Thompson Building, P.O.Box 2178, Grand Cayman.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO.

BETWEEN: **GLORIA REID** (trading as G & R Construction) PLAINTIFF

AND: **IAN O'SULLIVAN** 1ST DEFENDANT
JENNIFER O'SULLIVAN 2ND DEFENDANT

**ACKNOWLEDGEMENT 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 judgement being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.

1. Chester Watler
2. State whether the Defendant intends to contest the proceedings. (tick "yes" or "no")
3. State whether the Defendant intends to apply for a stay of execution judgement entered by the Plaintiff. (tick "yes")

Service of the Writ is acknowledged accordingly

Signed:

Attorney for

Defendant in person.

Address for service:

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
Thompson Building, George Town.
P.O. Box 2178.

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