

IN THE GRAND COURT OF THE CAYMAN ISLANDS

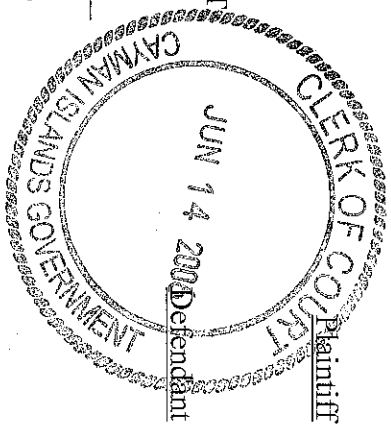
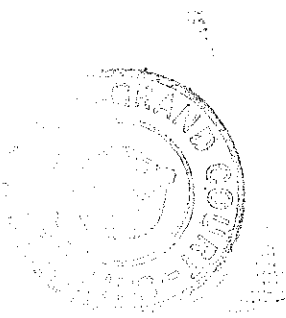
CAUSE NO. 229 OF 2006

BETWEEN:

CIPRECAST LTD

-AND-

CHARLES MOUGEOT



WRIT OF SUMMONS

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 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 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      day of June 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.

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## STATEMENT OF CLAIM

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1. The Plaintiff is a company incorporated under the laws of the Cayman Islands and at all material times carried on business as a building contractor. The registered office of the Plaintiff is 44 Sherwood Drive, P.O. Box 10587 APO, Grand Cayman, Cayman Islands.
2. The Defendant is a Canadian national and is the registered owner of the property known as Block 32 D Parcel 157 (the "Property").
3. On or about May 2005 the Plaintiff and the Defendant entered into a written agreement whereby the Plaintiff would construct a home on the Property for a total price of CI\$ 135,000 (the "Agreement").
4. The Plaintiff thereafter set about constructing the home during the course of which the Defendant requested certain upgrades and obtained certain credits the net effect of which increased the total amount due under the Agreement to CI\$ 136,350.66.
5. The Plaintiff duly completed the home on or about April 2006 and obtained a certificate of occupancy shortly thereafter. The Defendant subsequently changed the locks to the home and has taken possession of the Property.
6. The Defendant has paid CI\$ 106,350.66 to the Plaintiff pursuant to the Agreement and accordingly is indebted to the Plaintiff in the amount of CI\$ 30,000. That amount is due and owing to the Plaintiff.
7. Despite multiple written demands by the Plaintiff the Defendant has refused, or otherwise failed to pay, the outstanding balance. The Defendant has subsequently left the jurisdiction and listed the Property for sale for CI\$ 349,000. The Plaintiff is not aware of the Defendant having any other assets in the jurisdiction.
8. Accordingly, the Plaintiff's claim is for CI\$ 30,000. The Plaintiff also claims interest on that principal sum pursuant to the Judicature Law (2004 Revision) from the 1<sup>st</sup> of May 2006 onwards.

### AND THE PLAINTIFF CLAIMS

- (1) CI\$ 30,000.00;
- (2) Interest;
- (3) Costs

Dated this 14<sup>th</sup> day of June 2006

~~BROADHURST BARRISTERS~~  
Broadhurst Barristers  
Attorneys-at-Law for the Plaintiff

This Writ of Summons and Statement of Claim was issued by Broadhurst Barristers, Attorneys-at-Law for the Plaintiff, whose address for service is 40 Linwood Street, P.O. Box 2503 GT, George Town, Grand Cayman, Cayman Islands, British West Indies.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

229

CAUSE NO. OF 2006

BETWEEN:

CI PRECAST LTD

Plaintiff

-AND-

CHARLES MOUGEOT

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 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.

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

Yes  No

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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 Plaintiff (*tick box*)
 

Yes

Service of the Writ is acknowledged accordingly

(Signed) \_\_\_\_\_

[Attorney] for

[Defendant in Person]

Address for service:

*Please see 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 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.

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

**BROADHURST BARRISTERS**  
ATTORNEYS-AT-LAW  
40 LINWOOD STREET  
PO BOX 2503 GT  
GEORGE TOWN, GRAND CAYMAN  
CAYMAN ISLANDS, BRITISH WEST INDIES

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

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