

IN THE GRAND COURT OF THE CAYMAN ISLANDS

60157

CAUSE NO: OF 2008

BETWEEN:

RUSSELL TOP JOBLIMITED

PLAINTIFF

AND:

GEORGE MEGGS

ANGELA MEGGS

FIRST DEFENDANT

SECOND DEFENDANTS

WRIT OF SUMMONS

TO: George Meggs and Angela Meggs
#26 Windermere St. George Town
George Town, Grand Cayman

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 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 day of March 2008.

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 building Contractor whose principal place of business is situated at number 4 Party Lane, Prospect, P.O. Box 43, Cayman Islands KY1011-01, George Town, Grand Cayman.
2. The 1st Defendant and 2nd Defendants (the Defendants) are residents of the Cayman Islands and their residence is recorded in the land registry's record as Block 10 A Parcel 122.
3. By contract dated 6 March 2006, the Plaintiff and the Defendants entered into an agreement whereby the Plaintiff agreed to construct a home, in accordance with the contract and the contract drawings, for the Defendants in the Yacht Club (the "Works?") and the Defendant agreed to place the Plaintiff in funds in the sum of CI\$874,345.46.
4. It was an express and or implied term of the agreement that the Defendants would pay the Plaintiff for all the sums due and owing under the contract.
5. It was also an express and or implied term of the agreement that the Defendants would pay the Plaintiff for any Extra Works.
6. In furtherance of the contract the Plaintiff did construct the residence in accordance with the contract and the contract drawings and the Plaintiff completed the Extra Works. Full Particulars of the contract, contract drawings and Extra Works are known by the Defendants and will be provided at trial.
7. In breach of the agreement, the Defendants failed or otherwise refused to pay the sums due and owing under the contract and the Extra Works and as of the date hereof the amount outstanding is CI\$ 223,716.99 inclusive of the balance owed for the Works and for the Extra Works.
8. By reason of the breaches of the express and or implied terms of the agreement, the Plaintiff has suffered loss and damages full particulars of which are known to the Defendants and which will be provided at trial.
9. Accordingly, the Plaintiff's claim is (i) the sum of CI\$ CI\$ 223,716.99 being the sum due from the Plaintiff for work done and for materials and (ii) interest on the above sum with effect from the date that the monies first fell due and alternatively (iii) Damages to be assessed.

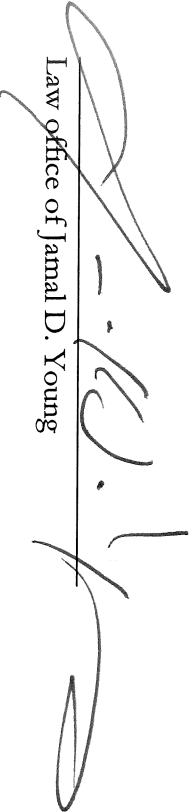
10. Notwithstanding that the Plaintiff has made numerous demands for payment the Defendant has refused or otherwise failed to pay the sums now past due and owing.

AND THE PLAINTIFF claims:

1. Damages to be assessed.
2. Interest pursuant to the agreement and or the Judicature Law and or the Judgment Debts (Rates of Interest Rules).
3. Costs to be taxed if not agreed
4. Such further and other relief as this Honorable Court deems fit.

If, within the time for returning the Acknowledgement the Defendant pays the total amount outstanding claimed of plus including interest and costs all further proceedings will be stayed. The money must be paid to the Plaintiff or his Attorney.

Dated this 19th day of March 2008


Law office of Jamal D. Young

THIS WRIT was issued by Jamal D. Young Attorney-at-Law for the Plaintiff whose address for service is 21 Eclipse Drive, P.O. Box 10734, Grand Cayman, KY1-1007, Cayman Islands.

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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

GD/ST

CAUSE NO: OF 2007

BETWEEN:

RUSSELL TOP JOB LIMITED

PLAINTIFF

AND:

GEORGE MEGGS

ANGELA MEGGS

FIRST DEFENDANT

SECOND DEFENDANTS

**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.

1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.

2. State whether the Defendant intends to contest the proceedings (tick appropriate box)
 yes no

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 no

Service of the Writ is acknowledged accordingly

(Signed).....

Attorney

Please complete 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 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.

Jamal D. Young Attorney-at-Law for the Plaintiff whose address for service is 21 Eclipse Drive, P.O. Box 10734, Grand Cayman, KY1-1007, Cayman Islands.

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