

Statement of Claim (*demande*)

filed before the court of First instance of Geneva

Place du Bourg-de-Four 1, Bâtiment A, Case postale 3736, 1211 Genève 3

A. Parties

Arthur Homer, domiciled road of plane trees 37, 1206 Geneva

Represented by Serge Simeoni, Professor of Law, boulevard des Philosophes 21, 1205 Geneva

Applicant/claimant

Bernard Blier, domiciled Rue Ancienne 8, 1227 Carouge,

Represented by Gabrielle Godard, attorney of law, law firm BBBC, rue du Rhône 121, 1208 Geneva

Respondent/defendant

B. Conclusions

As it pleases the Court:

- Recognise the contractual liability of Bernard Blier
- Condemn Bernard Blier to pay Arthur Homer dues and other fees – point C

C. The value at issue

It is CHF 236'000.-.

In addition to

moratory interest at 5% per annum as from 1 October 2008

lawyer and court fees.

D. Allegations of fact

Arthur Homer is an independent architect, an EPFL graduate. He exercises his profession on an individual basis.

Evidence:

Exhibit 1: Diploma of Architect awarded by EPFL on July 23, 1998

Exhibit 2: Extract from the RC, sole trader Arthur Homer

He has a professional reputation. He has won several architectural competitions, including the one on the extension of the WTO headquarters on 27 November 2005.

Evidence:

Exhibit 3: Decision of the WTO Architectural Commission of November 27, 2005

Bertrand Blier started off the construction of a villa at Chemin de la Belle-Bouche in Gy, according to an architect's contract signed by the parties on May 13, 2007.

Evidence:

Exhibit 4: Architectural Contract dated May 13, 2007

The contract was concluded by means of form SIA N°102. It contains, under the "Supplementary provisions", two clauses thus drafted: "24. The rules of CO apply to the exclusion of any provision predetermined by SIA. 25. The cost of work, supplies, services, taxes, fees, allowances, etc., shall not exceed the sum of SFR. 3'200'000.-.

Evidence:

Exhibit 4: Architectural Contract dated May 13, 2007, page 6

Arthur Homer establishes a preliminary draft with plans and descriptions which he submitted to the client for approval by hand-delivery during an interview on November 16, 2007.

Evidence:

Exhibit 5: Pre-project file dated November 12, 2007

Bernard Blier declared himself very satisfied with the project during a new interview on November 22, 2008 and placed on each of the slips of the file his signature with the date: November 22, 2007. This interview included Beatrice Blier, wife of the defendant.

Evidence:

Exhibit 5: Draft file dated November 12, 2007 countersigned on November 22, 2007

Official Statement by Arthur Homer

Official Statement by Bernard Blier

Testimony of Beatrice Blier

E. Judicial Motivation

The claimant invokes contractual liability. Further to the derogation under Chapter 24 of the contract, the contractual relations between the parties are exclusively governed by the provisions of the CO. However, the question of whether the contract is governed by the provisions of the CO relating to the mandate or the contract of work can be left undecided. The plaintiff, as soon as the contractual relations took a contentious turn, was concerned that his procedures would meet both the rules relating to the mandate and those of the company contract.

Geneva, 17 March 2011 (Signature of lawyer)