

IN THE GRAND COURT OF THE CAYMAN ISLANDS  
Civil Division  
Cause No. G0508 of 2011



**BETWEEN:** GEORGINO INTERNATIONAL N.V.

**PLAINTIFF**

**AND:** CAYMAN SHOE SHOP LTD.

**DEFENDANT**

**WRIT OF SUMMONS**

**TO:** Cayman Shoe Shop Ltd.  
Thompson Building  
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, PO Box 495, George Town, Grand Cayman KY1-1106 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 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 21<sup>st</sup> day of December 2011.

NOTE – This Writ 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 company with its principal place of business at Koningsplein Block F1. 4/5, Willemstad, Curacao, Netherlands, Antilles. The Plaintiff is a wholesale supplier of shoes, clothing and accessories. At all material times the Defendant was a client of the Plaintiff.
2. The Defendant is a company that retails shoes, clothing and accessories to the public. It carries on business from the Thompson Building, George Town, Grand Cayman.
3. In about July 2008 the Defendant requested the Plaintiff to provide certain footwear, clothing and bags as more particularly set forth in the Plaintiff's invoices numbered 2385, 2386, 2387, 2388 and 2389 ("the Goods").
4. In consequence to these instructions the Plaintiff caused the Goods to be shipped by air cargo to the Defendant in Grand Cayman.

### Particulars of invoices

<b>Invoice</b>	<b>Cost (US\$)</b>
2385	10,116.00
2386	5,580.00
2387	6,118.00
2388	5,038.00
2389	6,997.00
	<u>33,849.00</u>

5. The Plaintiff charged its usual handling and transport charges in respect of the Goods, those charges being US\$466.00.
6. The Goods were delivered to the Defendant on the Plaintiff's usual terms of business which require payment of invoices within 60 days. The Plaintiff shall refer to the said invoices at the trial hereof for their terms as to payment.

7. In the premises as of 1<sup>st</sup> August 2008 the Defendant was obliged to pay the Plaintiff US\$34,315.00 on account of the Goods and their handling and shipping charges by 1<sup>st</sup> October 2008.
8. The first part payment made by the Defendant to the Plaintiff in respect of the Invoices was made on or about 31<sup>st</sup> December 2008. Thereafter the Defendant made certain part payments toward reducing its indebtedness to the Plaintiff.
9. Details of part payments: -

Date	Amount
31-Dec-08	4,976.20
31-Dec-08	4,976.20
31-Dec-08	2,472.26
9-Apr-09	2,482.76
26-May-09	1,984.07
13-Aug-09	1,984.07
28-Dec-09	1,984.07
23-Jan-10	1,484.07
	22,343.70

10. Despite repeated requests by the Plaintiff, the Defendant has failed to make any further payment.
11. In the premises the Plaintiff is owed US\$11,971.30 by the Defendant.

#### **AND THE PLAINTIFF CLAIMS**

1. The sum of US\$11,971.30 being the balance due and owing to the Plaintiff in respect of the Goods supplied by the Plaintiff to the Defendant at the request of the Defendant.
2. Interest pursuant to the statute. The amount of interest payable to date is US\$2,427.82. Interest accrues at the rate of US\$0.91 per diem.
3. Costs.

If, within the time for returning the acknowledgment of service, the Defendants pay the total amount claimed of US\$11,971.30 and interest and costs further proceedings will be stayed. The money must be paid to the Plaintiff or its attorney.

Dated 21<sup>st</sup> day of December 2011

Giglioli & Co

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Giglioli & Company  
Attorneys-at-Law for the Plaintiff

This Writ was issued by Giglioli & Company whose address for service is P.O. Box 2505, 4F, Kirk House, George Town, Grand Cayman KY1-1104

**IN THE GRAND COURT OF THE CAYMAN ISLANDS**

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**BETWEEN: GEORGINO INTERNATIONAL N.V.**

**PLAINTIFF**

**AND: CAYMAN SHOE SHOP LTD.**

**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 Defendants by whom or on whose behalf the service of the Writ is being acknowledged.

2. State whether the Defendants intend to contest the proceedings (*tick appropriate box*)

yes

no

3. If the claim against the Defendants is for a debt or liquidated demand, AND they do not intend to contest the proceedings, state if the Defendants intend 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

[Defendants in person]

Address for service:

*Please complete overleaf*

**Notes on address for service**

Attorney: where the Defendants are 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 the 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.*

Giglioli & Company  
PO Box 2505  
4F Kirk House, Panton Place  
George Town, Grand Cayman KY1-1104  
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.*

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 any 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*

*Please complete overleaf*

**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 used 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.