

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: ⁶⁸⁶ QF 1997

BETWEEN:

CAYMAN INTERNATIONAL TELEVISION (CARIBBEAN) NETWORK LTD.

PLAINTIFF

AND:

PAYLESS FOR BEST SHOES & ACCESSORIES LTD. and
ANDREW MILLER

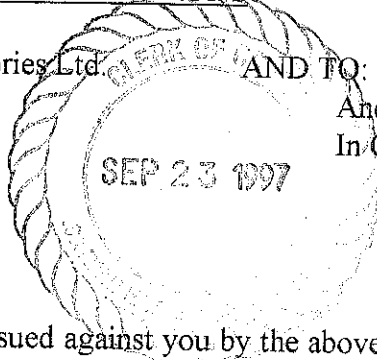
DEFENDANTS

WRIT OF SUMMONS

TO: Payless for Best Shoes & Accessories Ltd.
In Care of
Registered Head Office
Karin Thompson
P.O. Box 1708 GT
Grand Cayman, Cayman Islands

AND TO:

Andrew Miller
In Care of Same Address



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 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 ²³ day of Sept. 1997

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

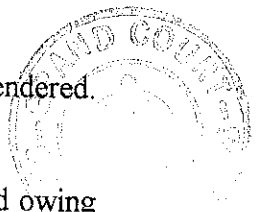
Directions for Acknowledgment of Service are given with the accompanying form.



STATEMENT OF CLAIM

1. The Plaintiff is a company incorporated pursuant to the laws of the Cayman Islands and carries on business in the Cayman Islands as a provider of television broadcasting, advertising and related services.
2. The Defendant, Payless for Best Shoes & Accessories Ltd. (hereinafter referred to as "Payless"), is a retail merchant of shoes and related or similar items. It carries on business in the Seven Mile Beach area of Grand Cayman.
3. The Defendant, Andrew Miller (hereinafter referred to as "Miller"), is the management and sole operating mind of Payless.
4. The Plaintiff and Defendant, Payless, entered into an agreement dated June 19, 1996, which included the following terms:
 - a. The Plaintiff would broadcast 12 weekly advertisements of a 30 second duration for a twelve month period.
 - b. The monthly cost for said advertisements would be \$688.00. Production costs would be charged in addition to the said advertisements, as required.
 - c. The Defendant, Payless, would pay all invoices upon receipt.
5. On August 21, 1996, the Plaintiff and Defendant Payless entered into an additional agreement whereby the Plaintiff would air three advertisements for Payless. Payless would pay to the Plaintiff the sum of \$270.00
6. The Plaintiff did broadcast advertisements and did provide production services from June, 1996 through to December 1996, and rendered invoices in accordance with the said agreements at which latter time the Plaintiff stopped broadcasting advertisements for the Defendant as a result of the Payless' refusal or inability to pay invoices as rendered. The said non payment is a breach on the part of the Payless and the Plaintiff is entitled to damages in the sum of the unpaid invoices.
7. The Defendant, Payless, has refused or otherwise failed to pay the invoices as rendered. The said refusal or failure to pay the invoices is a breach of the pleaded agreement.
8. As of the date of the issuance of this claim, the sum of \$3,048.00 remains due and owing by the Defendant, Payless, to the Plaintiff for services and invoices rendered under the said agreements.
9. The Defendant, Miller, has unlawfully induced the above stated breach by directing or otherwise causing Payless not to pay invoices as rendered.

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10. Alternatively, the Defendant, Miller, has been unjustly enriched by and to the extent of the unpaid invoices in that funds that ought to have been paid to the Plaintiff were available to be paid to him as the proprietor of the business or as he otherwise directed.
11. Numerous requests have been made of the Defendants to make payment on the due sum but the Defendants have not made payment.

AND THE PLAINTIFF claims:

1. \$3,048.00 for breach of contract, as against Payless;
2. \$3,048.00 for Inducement of Breach of Contract and Unjust Enrichment on the part of Miller;
3. Interest upon the said damages pursuant to the Judicature Law (1995 Revision) and the Judgment Debts (Rates of Interest) Rules 1996 at the rate as prescribed of 7 3/8% or at such other rate as may be prescribed or as this Honourable Court deems just from the date of issuance of this proceeding; and
4. Costs.

Dated September 23, 1997

Collins Broadhurst & Furniss
COLLINS BROADHURST & FURNISS
Attorneys-at-Law for the Plaintiff



This Writ of Summons was issued by Collins Broadhurst & Furniss whose address for service is Collins Broadhurst & Furniss, Attorney-at-Law, P.O. Box 2503, George Town, Grand Cayman, Cayman Islands, British West Indies, Attorneys for the Plaintiff.

DIRECTIONS FOR ACKNOWLEDGEMENT OF SERVICE
OF WRIT OF SUMMONS

1. The accompanying form of *Acknowledgement 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 495, G.T. Grand Cayman.

2. A Defendant who states in his Acknowledgement 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 not endorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2). the defence must be served within fourteen (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 endorsed on the Writ, the defence need not be served until fourteen (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 within 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 Acknowledgement of Service, that he intends to apply for a stay, execution will be stayed for fourteen 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.

Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgement 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

CAUSE NO. 686 OF 1997

Between:

CAYMAN INTERNATIONAL TELEVISION (CARIBBEAN) NETWORK LTD.

Plaintiff

-and-

PAYLESS FOR BEST SHOES & ACCESSORIES LTD. and
ANDREW MILLER

Defendants

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.

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 []

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 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.

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

**COLLINS, BROADHURST & FURNISS
ATTORNEYS-AT-LAW
P.O. BOX 2503 ELIZABETHAN SQUARE
GEORGE TOWN, GRAND CAYMAN
BRITISH WEST INDIES**

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

[Empty box for Defendant's Attorney indorsement]