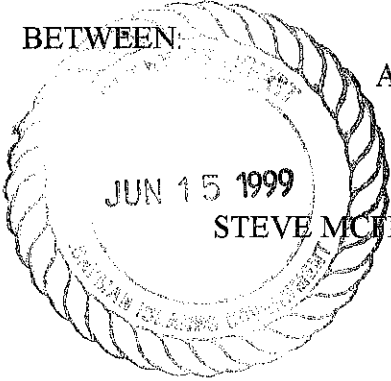


IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: <sup>378</sup> OF 1999

BETWEEN:



ATLANTIC CONNECTION INC.

Plaintiff

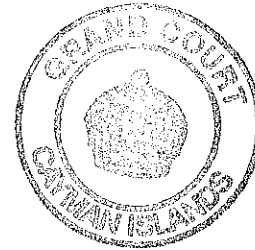
-and-

STEVE MCFIELD carrying on business as MAHOGANY'S

Defendant

**WRIT OF SUMMONS**

TO: Steve McField  
Carrying on business as "Mahogany's"  
P.O. Box 680  
Grand Cayman, Cayman Islands  
British West Indies



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 Acknowledgement 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 <sup>19<sup>th</sup></sup> day of <sup>June</sup> 1999

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 corporation incorporated pursuant to the laws of the State of New York, United States. The Plaintiff is a manufacturer and supplier of clothing goods.
2. The Defendant is a businessman and attorney-at-law residing and carrying on business in the Cayman Islands. The Defendant is the proprietor of a retail clothing business, "Mahogany's", located on Crewe Road, George Town and having a mailing address of 680 GT, Grand Cayman, Cayman Islands.
3. The Defendant ordered certain clothing items from the Plaintiff with the expressed intention of selling such items in Mahogany's. The cost of the items, US\$3,243.50 was expressly agreed upon at the time of the items being ordered.
4. The Plaintiff supplied the ordered items to the Defendant and rendered an account in the sum of US\$3,243.50. It was an express or implied agreement that the Defendant would make payment to the Plaintiff upon the Plaintiff rendering an invoice.
5. The Plaintiff rendered an invoice numbered 7332 on December 17, 1998 for the sum of US\$3,243.50.
6. The Defendant has refused to make payment and, accordingly owes the Plaintiff the principal sum of US\$3,243.50 plus interest pursuant to the Judicature Law as set out herein.
7. In addition to the above stated debt, the Defendant owes the Plaintiff the sum of US\$1,250.00 as transferee of a contract debt that the Defendant owed to another supplier of clothing items. The details giving rise to the Defendant's debt and the assignment are as follows:
  - a. In or about December, 1998, the Defendant ordered certain clothing garments from Carmel Zhao, Inc., a California corporation. The cost of such garments, being \$US1,250.00, was agreed upon at the time of the ordering. It was an express term of the agreement between Carmel Zhao Inc and the Defendant that interest on any unpaid account would accrue at the rate of two per cent per month (or twenty four per cent per year) as set out in the invoice rendered by Carmel Zhao, Inc.
  - b. On December 16, 1998, Carmel Zhao, Inc. delivered the goods and rendered an invoice to the Defendant in the sum of \$1250.00, as agreed;

- c. The Defendant refused to pay for the delivered goods;
  - d. Carmel Zhao Inc. assigned debt owed to it by the Defendant by way of assignment dated May of 1999.
  - e. By way of letter dated May 24, 1999, the Defendant was given written notice of the said assignment by way of first class prepaid post to the business address used by the Defendant in his capacity as proprietor of Mahogany's and as an attorney-at-law.
8. The Plaintiff is, accordingly owed by the Defendant the above stated assigned debt of US\$1,250.00 plus accrued interest from December 16, 1998, as set out in paragraph 7a, above.
9. The Plaintiff has demanded payment of the owed sums but the Defendant has refused to make payment.
10. The Defendant owes the Plaintiff the principal sum of US\$4,493.50, exclusive of interest and costs, being the total sum of the principal debts of US\$3,243.50 owed to the Plaintiff plus the assigned debt of US\$1,250.00. The Defendant also owes the Plaintiff interest on the stated principal sums as set out herein.

**AND THE PLAINTIFF CLAIMS AGAINST THE DEFENDANT:**

- A. The principal sum of US\$4,493.50;
- B. Pre-judgment interest upon the said principal sum of US\$3,243.50 pursuant to The Judicature Law (1995 Revision);
- C. Post-judgment interest upon the said principal sum of US\$3,243.50 pursuant to The Judicature Law (1995 Revision);
- D. Pre and Post-judgment interest upon the said principal sum of US\$1,250.00 at the rate of 2 per cent per month (24 per cent per year) as pleaded at paragraph 7a, herein;
- E. Such further and other relief that this Honourable Court may deem just or appropriate.

F. Costs as taxed.

Dated the 15<sup>th</sup> day of June, 1999

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

## INDORSEMENT

The amount claimed in respect of the debt or demand is US\$4493.50 as principal and US\$256.70 as interest until the issue of the writ of summons for a total amount of US\$4750.20. The amount of the fixed costs is CI\$500.00 and the costs of issuing the writ of summons is CI\$100.00. If, within the time for returning the acknowledgement of service, the defendant pays the plaintiff or its attorneys-at-law the total amount claimed in principal and interest, the fixed costs and the costs of issuing the writ of summons, further proceedings will be stayed. The money must be paid to the plaintiff or to its attorneys-at-law.

## STATEMENT REGARDING INTEREST

- i. With regard to the principal sum of US\$3,243.50, the prescribed rate of interest, throughout the relevant period, was 7 per cent per annum until December 31, 1998 and, thereafter, 6.75 per cent per annum;
- ii. With regard to the principal sum of US\$3243.50, the date from which interest is calculated is December 17, 1998 as set out in paragraphs 4 & 5, herein;
- iii. With regard to the principal sum of US\$1250.00 the interest claimed is at the rate of 2 per cent per month (24 per cent per year);
- iv. With regard to the principal sum of US\$1250.00, the date from which interest is calculated is December 16, 1998 as set out in paragraph 7a, herein;
- v. The total interest claimed as at the date of the issue of the writ of summons is US\$256.70;
- vi. The amount of interest accruing each day following the issue of the writ is US\$1.42.

THIS WRIT OF SUMMONS was issued by Collins Broadhurst & Furniss, the attorneys-at-law for the plaintiff, whose address for service is P.O. Box 2503 GT, 40 Linwood Street, George Town, Grand Cayman, Cayman Islands, British West Indies.

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

**CAUSE NO: 378 OF 1999**

**BETWEEN:**

**ATLANTIC CONNECTION INC.**

**Plaintiff**

**-and-**

**STEVE MCFIELD carrying on business as MAHOGANY'S**

**Defendant**

**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 or otherwise participate in 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.

Yes

Service of the Writ of Summons and Statement of Claim is acknowledged accordingly

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

[Attorney] for

[Defendant in Person]

Address for Service:

**Notes on address for service**

*Attorney: when 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 Island, 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 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  
40 Linwood Street  
P.O. Box 2503 GT  
Grand Cayman, 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. 495GT, 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 Acknowledgement 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 installments or otherwise.

See next page for notes for guidance.

Please complete next page

## 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. If you wish to defend claims made in the originating summons, or intend to attend the proceedings and to participate in them so far as necessarily (although not necessarily in an adversarial manner) you should tick the "Yes " box in paragraph 2 of the acknowledgment of service.
3. 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.
4. Where the Defendant is used 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 Originating Summons)".
5. 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.
6. 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.
7. Where the Defendant is a LIMITED COMPANY the form must be completed by an Attorney or by someone authorized to act on behalf for the Company, but the Company cannot take no further step in the proceedings without an Attorney acting on its behalf.
8. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian ad litem.
9. A Defendant acting in person may obtain help in completing the form at the Courts Office