

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: <sup>640</sup> OF 1999



BETWEEN:

CAYMAN INTERNATIONAL TELEVISION (CARIBBEAN) NETWORK LTD.

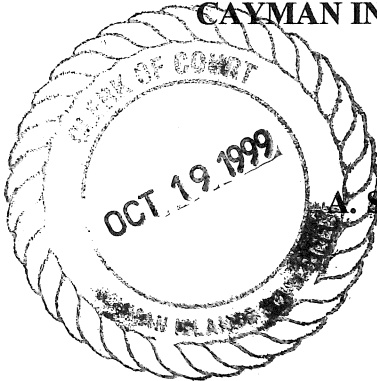
PLAINTIFF

-and

A. STEVE McFIELD carrying on business as MAHOGANY'S

DEFENDANT

WRIT OF SUMMONS



TO: A. Steve McField.  
Carrying on business as Mahogany's  
P.O. Box 680 GT  
Grand Cayman, Cayman Islands

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 <sup>19</sup>20<sup>th</sup> day of October, 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 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 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 Plaintiff and Defendant entered into an agreement on the behalf of his proprietorship, Mahogany's, dated December 10, 1997 which included the following terms:
  - a. The Plaintiff would broadcast television advertisements of durations as set out in the agreement.
  - b. The advertisements would be to advertise Mahogany's operated by the Defendant;
  - c. The Plaintiff would provide production services in relation to the television advertisements;
  - d. The Plaintiff would render monthly invoices for the broadcast of the television advertisements and invoices for production services as such services were provided.
  - e. The Defendant would pay each invoice upon the Plaintiff rendering same.
4. At all material times the Defendant held himself out as a proprietor of the business, Mahogany's, and all communications by the Defendant to the Plaintiff were either from the Defendant on the behalf of Mahogany's. At no time did the Defendant indicate in any manner that Mahogany's was anything other than a proprietorship.
5. The Plaintiff did broadcast advertisements and did provide related production services and rendered invoices in accordance with the said agreement. Such invoice amounts, dates of rendering and interest (at the rate set pursuant to the Judicature Law (1995 Revision) upon such invoice amounts from the date of rendering are as set in the schedule attached to this Statement of Claim. The sums due and owing as of the date of issuance of this proceeding , exclusive of costs are as follows:

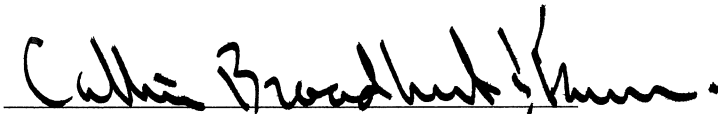
1998 Interest	CIS	12.71	
(To Jan 31/98)			
1998 Interest	CIS	356.45	
1999 Interest	CIS	458.54	
Principal Sum	<u>CIS</u>	<u>8105.00</u>	
	CIS	8,932.27	Total

6. The Defendant 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.
7. As of the date of the issuance of this claim, the principal sum of CI\$8,105.00 remains due and owing by the Defendant to the Plaintiff for services and invoices rendered under the said agreement.
8. In addition to the principal sum due as set about above, the Plaintiff is entitled to interest on each invoice from the date of rendering same the rate of interest being that as established pursuant to the Judicature Law (1995 Revision). Interest of \$827.70 on the principal sum is also due as of the date of the issuance of this proceeding.
9. Numerous requests have been made of the Defendant to make payment on the due sum but the Defendant has not made payment.

AND THE PLAINTIFF claims:

1. CI\$8,105.00 principal on the above pleaded unpaid accounts;
2. Pre-judgment and post-judgment interest upon the said damages pursuant to the Judicature Law (1995 Revision) and the Judgment Debts (Rates of Interest ) Rules as prescribed from time to time; and
3. Costs as taxed.

Dated: October <sup>19</sup>20, 1999



COLLINS BROADHURST & FURNISS  
Attorneys-at-Law for the Plaintiff

**INDORSEMENT**

The amount claimed in respect of the debt or demand is CI\$8105.00 as principal and CI\$827.70 as interest until the issue of the writ of summons for a total amount of CI\$8,932.70. The amount of the fixed costs is CI\$500.00 and the costs of issuing the writ of summons is CI\$150.00. 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. The prescribed rate of interest during the period up to January 31, 1998 was 8.375 per cent per year;
- ii. The prescribed rate of interest, during the period from February 1, 1998 to December 31, 1998, was 7.875 per cent per year;
- iii. The prescribed rate of interest from January 1, 1999 is 7 per cent per year;
- iv. The date from which interest accrues is from the date of each invoice rendered as set out in the Schedules to this claim;
- v. The total interest claimed as at the date of the issue of the writ of summons is CI\$827.70 ;
- vi. The amount of interest accruing each day following the issue of the writ is CI\$1.55.

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 2503GT, George Town, Grand Cayman, Cayman Islands, British West Indies.

## SCHEDULE

Date	Inv. No.	Amount Due	Interest to January 31, 1998 <sup>1</sup>	Interest from February 1 to Dec 31, 1998 <sup>2</sup>	Interest from January 1, 1999 to July 26, 1999 <sup>3</sup>
December 31, 1997	10804	1200.00	8.68	86.84	67.62
December 31, 1997	10234	550.00	4.03	40.08	32.24
April 30, 1998	10957	500.00	0.00	36.74	29.40
April 30, 1998	11107	55.00	0.00	2.45	2.94
May 31, 1998	11140	1000.00	0.00	47.08	55.86
June 30, 1998	11361	1200.00	0.00	47.84	67.62
July 31, 1998	11569	1200.00	0.00	39.78	67.62
August 31, 1998	11767	1200.00	0.00	31.72	67.62
September 30, 1998	11963	1200.00	0.00	23.92	67.62
<b>Totals</b>		<b>8105.00</b>	<b>12.71</b>	<b>356.45</b>	<b>458.54</b>

Total on above invoices:

1998 Interest (To Jan 31/98)	CIS	12.71
1998 Interest	CIS	356.45
1999 Interest	CIS	458.54
Principal Sum	CIS	<u>8105.00</u>

CIS 8,932.27 Total

<sup>1</sup> Calculated at 8.375 per cent per year

<sup>2</sup> Calculated at 7.875 per cent per year.

<sup>3</sup> Calculated at 7 per cent per year

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

**CAUSE NO: OF 19**

**BETWEEN:**

**CAYMAN INTERNATIONAL TELEVISION (CARIBBEAN) NETWORK LTD.**

**PLAINTIFF**

**-and**

**A. 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.

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 any 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