

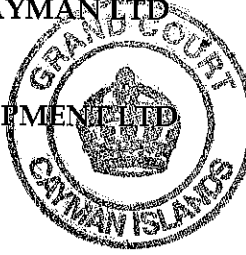
IN THE GRAND COURT OF THE CAYMAN ISLANDS



CAUSE NO. 445 OF 2001

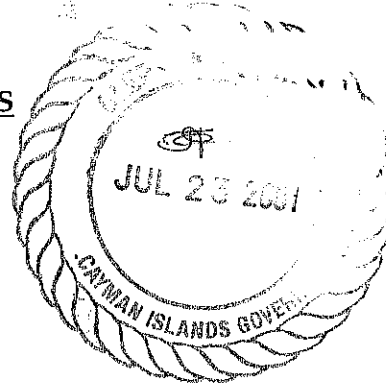
BETWEEN: DESIGNCRAFT CAYMAN LTD Plaintiff

AND: K COAST DEVELOPMENT LTD Defendant



WRIT OF SUMMONS

TO: K Coast Development Ltd  
P.O. Box 30058 SMB  
Grand Cayman



THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiffs 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 496, George Town, Grand Cayman, the accompanying Acknowledgment 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 Plaintiffs may proceed with the action and judgment may be entered against you forthwith without further notice.

ISSUED this 23<sup>rd</sup> day of July, 2001.

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 Acknowledge of Service are given with the accompanying form.

## STATEMENT OF CLAIM

1. The Plaintiff was at all material times a company registered and conducting business in the Cayman Islands.
2. The Defendant is a company registered in the Cayman Islands.
3. By an oral contract made in or about April 1999, between David McDonald acting for and on behalf of the Plaintiff and Gilles Langlois acting for and on behalf of the Defendant, it was agreed that in consideration of the Plaintiff allowing the Defendant to use an Ingersoll-Rand air compressor ("the Compressor") belonging to the Plaintiff, the Defendant would return the Compressor on demand and in good condition and repair, or purchase the said Compressor, and pay the Plaintiff CI\$200.00 per week for the use thereof or have such payment deducted from any agreed purchase price .
4. In pursuance of the said agreement, the Plaintiff allowed the Defendant to take possession of the said compressor and to remove it from the Plaintiff's premises.
5. The Defendant had the use of the said compressor for the period from April 1999 until on or about 9<sup>th</sup> July, 2000, a period of or about 62 weeks, but in breach of the said agreement the Defendant has not paid to the Plaintiff the sum of CI\$12,400 in respect of such user and the said sum remains due and owing to the Plaintiff.
6. Further, in breach of the said agreement, the Defendant returned the said compressor when it was not in good condition or repair.

### Particulars

It was apparent upon the return of the said compressor that service and maintenance had not been performed. Smoke was billowing from the exhaust, the oil was extremely dirty, air lines, fuel hoses and oil hoses had not been maintained and parts were missing including but not limited to the helmet cap and the sandblast pot hose and nozzle.

7. As a result of the matters set out above, the Plaintiff has suffered loss and damage.


PARTICULARS OF LOSS

Cost of repairs and replacement parts	798.68
Loss of use of the said compressor for 62 weeks at CI\$200.00 per week	12,400.00

**AND THE PLAINTIFF CLAIMS:**

1. Damages CI\$ 13,198.68
2. Interest at the rate of 8% per annum pursuant to the Section 34 of the Judicature Law (1995 Revision) from 9<sup>th</sup> July, 2000 until 31<sup>st</sup> May, 2001.  
(326 days @ CI\$2.89 per day) CI\$ 942.14
3. Interest at 6¼% per annum pursuant to the Section 34 of the Judicature Law (1995 Revision) from the 1<sup>st</sup> day of June, 2001 amounting to CI\$119.78 as at 23<sup>rd</sup> July, 2001 and then continuing until the date of judgment or sooner payment at the rate of CI\$2.26 per day.
4. Costs to be taxed or agreed.

DATED this 23<sup>rd</sup> day of July 2001

  
QUIN & HAMPSON  
Attorneys-at-Law for the Plaintiffs

THIS WRIT was issued by Quin & Hampson, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service and correspondence is that of their Attorneys-at-Law, 3rd Floor, Harbour Centre, PO Box 1348, George Town, Grand Cayman, Cayman Islands, BWI.

**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 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 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 installments or otherwise.

*See over 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. 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 his 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.

BETWEEN: DESIGNCRAFT CAYMAN LTD Plaintiff

AND: K-COAST DEVELOPMENT LTD 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 the Defendants whereby they 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 complete overleaf*

Notes on address for service

Attorney: where 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 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.

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