

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

CAUSE NO <sup>156</sup> OF 2002

**BETWEEN:**

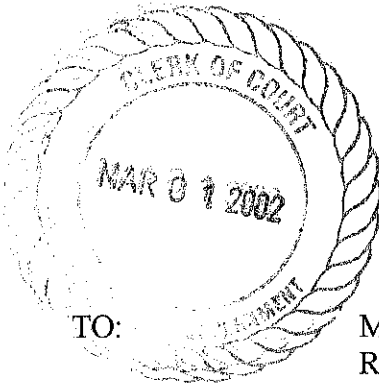
**CAYMAN INTERNATIONAL TELEVISION  
(CARRIBEAN) NETWORK LTD.**

Plaintiff

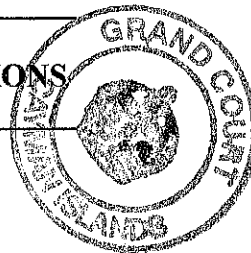
-and-

**MARBLE CRAFT LTD.**

Defendant



**WRIT OF SUMMONS**



TO:

Marble Craft Ltd.  
Registered Office  
PO Box 2155 GT  
George Town, Grand Cayman  
Cayman Islands, B.W.I.

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 fourteen (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 GT, Grand Cayman, Cayman Islands, 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 judgement may be entered against you forthwith without further notice.

Issued this      day of March, 2002

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 issued unless renewed by order of the Court.

**IMPORTANT**

Directions for Acknowledgement of Services are given with the accompanying form.

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## STATEMENT OF CLAIM

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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. The registered office of the Plaintiff is PO Box 2127, Whitehall Gardens, George Town, Grand Cayman, B.W.I.
2. The Defendant, Marble Craft Ltd is a local company incorporated pursuant to the law of the Cayman Islands and has its registered office at PO Box 2155 George Town, Grand Cayman, Cayman Islands B.W.I.
3. The Plaintiff and the Defendant entered into three agreements dated August 15<sup>th</sup> 2000 (hereinafter the "August Agreement"), October 9<sup>th</sup> 2000 (hereinafter the "October Agreement"), and September 14 2000 (hereinafter the "September Agreement").
4. The August Agreement provided that the Plaintiff would broadcast two adds for the Defendant for a total cost of CI\$ 190.00.
5. The September Agreement provided that the Plaintiff would broadcast a series of monthly adds for the Defendant at a monthly rate of CI\$ 1,390.00. This monthly rate consisted of a CI\$ 1,200.00 monthly rate for the majority of the advertising and then a CI\$ 190.00 additional charge for advertising spots placed with the "issues" program. As advertisements could not always be placed in the "issues" program the CI\$ 190.00 was only charged when this was possible.
6. The October Agreement provided that the Plaintiff would broadcast a five to seven minute live interview on the program "Daybreak" for a total cost of CI\$ 350.00.
7. All of the Agreements contained the term that all invoices were due upon receipt.
8. Pursuant to the August Agreement the Plaintiff broadcasted the two adds for the Defendant.
9. Pursuant to the October Agreement the Plaintiff broadcasted the live interview for the Defendant.

10. Pursuant to the September Agreement the Plaintiff broadcasted the requested advertisements and continued to do so until mid July 2001. Whereupon the Plaintiff ceased fulfilling its obligations under the contract due to the fundamental breaches of the Defendant.
11. The following table displays the invoices sent on behalf of the Plaintiff to the Defendant and of the Payments received by the Plaintiff. The final invoice in relation to the September agreement was prorated as the Plaintiff ceased broadcasting the Defendant's advertisements in the middle of July 2001 due to the breaches of the Defendant.

DATE	DESCRIPTION	AMOUNT	BALANCE
Sept 30 2000	August Agreement	190.00	190.00
Oct 31 2000	October Agreement	350.00	540.00
Nov 30 2000	September Agreement	1,200.00	1,740.00
Dec 31 2000	September Agreement	1,200.00	2,940.00
Jan 31 2001	September Agreement	1,200.00	4,140.00
Feb 28 2001	September Agreement	1,200.00	5,340.00
Feb 28 2001	September Agreement	190.00	5,530.00
March 31 2001	September Agreement	1,200.00	6,730.00
March 31 2001	September Agreement	190.00	6,920.00
Apr 30 2001	September Agreement	1,200.00	8,120.00
Apr 30 2001	September Agreement	190.00	8,310.00
May 31 2001	September Agreement	1,200.00	9,510.00
May 31 2001	September Agreement	190.00	9,700.00
June 30 2001	September Agreement	1,200.00	10,900.00
July 20 2001	Payment Made	- 1,200.00	9,700.00
July 31 2001	September Agreement	1,200.00	10,900.00
July 31 2001	September Agreement	695.00	11,595.00
Feb 2002	Payment made	-1000.00	<b>10,595.00</b>

12. In breach of the August and October Agreements the Defendant has refused or otherwise failed to pay the invoices as rendered.
13. In breach of the September Agreement the Defendant has made one payment on the 20<sup>th</sup> of July 2001 of CI\$ 1,200.00. Just prior to the issuance of this writ the Defendant made another payment of CI\$ 1,000.00. The Defendant has refused or otherwise failed to pay the remaining invoices.
14. In addition to the principal sum as set out above, the Plaintiff claims interest at the rate of 2 percent per month of all sums overdue by 30 days as prescribed by the invoices. The total interest as of the date of issuance of these

proceedings amounts to CI\$ 2,886.91 and is increasing at a per diem rate of CI\$ 7.62. Schedule 1 attached to this Statement of Claim sets out the claimed interest on the invoices.

15. Alternatively, the Plaintiff claims pre-judgment and post-judgment interest on the unpaid invoices in accordance with the rates prescribed under the Judicature Act (1995 Revision) and the Judgment Debts (Rate of Interest) Rules. The total of said interest amounts to CI\$ 773.43 and is increasing at a per diem rate of CI\$ 1.31. Schedule 2 attached to this Statement of Claim sets out the claimed interest on the invoices.

AND THE PLAINTIFF claims:

1. CI\$ 10,595.00 due under the above pleaded agreement;
2. Interest on the date of rendering of the invoices at the rate of 2 percent per month amounting to a total interest of CI\$ 2,886.91 and increasing at a per diem rate of CI\$ 6.97
3. Alternatively, pre-judgment and post-judgment interest upon the said damages pursuant to the Judicature Law (1995 Revision) amounting to CI\$ 773.43 at the date of issuance of this proceeding and increasing at a per diem rate of CI\$ 1.31.
4. Alternatively, interest pursuant to the Judicature Law (1995 Revision) at such rate and for such period as the Court thinks fit;
5. Costs to be taxed if not agreed.

Dated the 1<sup>st</sup> of March, 2002

Filed the      of March, 2002

*Broadhurst DaCosta*

**BROADHURST DaCOSTA**

Attorneys-at-law for the Plaintiff

This Statement of Claim was filed by Broadhurst DaCosta Attorneys-at-law for the Plaintiff whose address for service is 40 Linwood Street, P.O. Box 2503, George Town, Grand Cayman, Cayman Islands, B.W.I.

### **INDORSEMENT**

The amount claimed in respect of the debt or demand is CI\$ 10,595.00 as principal and CI\$ 2,886.91 as interest until the issue of the writ of summons for a total amount of CI\$ 13,481.91. The amount of the fixed costs is CI\$ 500.00 and the costs of issuing the writ of summons is CI\$ 150.00 plus the ad valorem fee of CI\$ 5.95. 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 rate of interest claimed under the contract is at a rate of 2 percent a month;
- ii. The date from which the interest accrued is the according to the date of the various invoices and is set out in Schedule 1;
- iii. The total interest claimed at the date of issue of the Writ of Summons is CI\$ 2,886.91;
- iv. The amount of interest accruing each day following the issue of the writ is CI\$ 6.97;
- v. Alternatively, the prescribed rate of interest is as set out in Schedule 2 and the total interest claim is CI\$773.43 and the amount of interest accruing each day following the issue of the writ is CI\$ 1.31.

**SCHEDULE 1**

Date	Amount	Interest Amount to Feb.28/02(2% per month)
Sept 30/00	\$ 190.00	\$ 65.52
Oct 31/00	\$ 350.00	\$ 118.68
Nov 30/00	\$ 1,200.00	\$ 214.09
Dec 31/00	\$ 1,200.00	\$ 359.45
Jan 31/01	\$ 1,200.00	\$ 334.96
Feb 28/01	\$ 1,200.00	\$ 312.84
Feb 28/01	\$ 190.00	\$ 47.52
Mar 31/01	\$ 1,200.00	\$ 288.35
Mar 31/01	\$ 190.00	\$ 43.80
Apr 30/01	\$ 1,200.00	\$ 264.65
Apr 30/01	\$ 190.00	\$ 40.20
May 31/01	\$ 1,200.00	\$ 240.16
May 31/01	\$ 190.00	\$ 36.48
June 30/01	\$ 1,200.00	\$ 216.46
July 20/01	\$ (1,200.00)	
July 31/01	\$ 1,200.00	\$ 191.97
July 31/01	\$ 695.00	\$ 111.78
Feb 2002	\$(1,000.00)	
	\$ 10,595.00	\$ 2,886.91

**SCHEDULE 2**

Date	Amount	Interest Amount to May 31, 2001 (8% per annum)	Interest Amount from June 1, 2001 to Nov.30, 2001 (6.25% per annum)	Interest Amount from Dec 1, 2001 to Feb 28, 2002 (4.5% per annum)
Sept 30/00	\$ 190.00	\$ 10.92	\$ 5.49	\$ 1.80
Oct 31/00	\$ 350.00	\$ 19.44	\$ 10.98	\$ 3.60
Nov 30/00	\$ 1,200.00	\$ 55.38	\$ 12.18 *	
Dec 31/00	\$ 1,200.00	\$ 47.32	\$ 38.43	\$ 13.50
Jan 31/01	\$ 1,200.00	\$ 39.26	\$ 38.43	\$ 13.50
Feb 28/01	\$ 1,200.00	\$ 31.98	\$ 38.43	\$ 13.50
Feb 28/01	\$ 190.00	\$ 4.92	\$ 5.49	\$ 1.80
Mar 31/01	\$ 1,200.00	\$ 23.92	\$ 38.43	\$ 13.50
Mar 31/01	\$ 190.00	\$ 3.68	\$ 5.49	\$ 1.80
Apr 30/01	\$ 1,200.00	\$ 16.12	\$ 38.43	\$ 13.50
Apr 30/01	\$ 190.00	\$ 2.48	\$ 5.49	\$ 1.80
May 31/01	\$ 1,200.00	\$ 8.06	\$ 38.43	\$ 13.50
May 31/01	\$ 190.00	\$ 1.24	\$ 5.49	\$ 1.80
June 30/01	\$ 1,200.00		\$ 38.43	\$ 13.50
July 31/01	\$ 1,200.00		\$ 38.43	\$ 13.50
July 31/01	\$ 695.00		\$ 21.96	\$ 8.10
		\$ 264.72	\$ 380.01	\$ 128.70
			<b>Total Interest</b>	<b>\$ 773.43</b>

\* The interest on this amount ceased as of the 20<sup>th</sup> of July 2002 when the Defendant made the payment of C\$ 1,200.00 to 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, PO Box 495, George Town, 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 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 not 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 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 judgement 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 fourteen (14) days after his Acknowledgement, 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.

**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 fourteen (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 authorized to act on behalf of the Company, but the Company can take no further steps in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL HEALTH 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. 156 OF 2002

**BETWEEN:**

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

Plaintiff

-and-

**MARBLE CRAFT LTD.**

Defendant

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**ACKNOWLEDGEMENT OF SERVICE  
OF WRIT OF SUMMONS**

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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 judgement 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 judgement 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 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 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.

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

BROADHURST DaCOSTA  
ATTORNEYS-AT-LAW  
40 LINWOOD STREET  
PO BOX 2503 GT  
GEORGE TOWN, GRAND CAYMAN  
CAYMAN ISLANDS, BRITISH WEST INDIES

*Endorsement 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 endorsement]