

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 194 OF 2002

BETWEEN:

MEDIA WORKS INTERNATIONAL LTD.

Plaintiff

- and -

BIG DADDY'S LIQUOR STORE LTD.

Defendant

WRIT OF SUMMONS

TO: Big Daddy's Liquor Store Ltd.
Registered Office in C/O
Q & H Corporate Services Ltd.
PO Box 1348 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 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 judgment 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.

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 an advertising firm. The registered office of the Plaintiff is in the care of Corpserve Ltd., PO Box 2503 George Town, Grand Cayman, B.W.I.
2. The Defendant, Big Daddy's Liquor Store Ltd. is a local company incorporated pursuant to the law of the Cayman Islands and has its registered office at Q & H Corporate Services Ltd, PO Box 1348 George Town, Grand Cayman, B.W.I.
3. The Plaintiff and the Defendant entered into a written agreement on the 23rd of March 2000 (the "Agreement") where the Plaintiff agreed to design and develop a logo to be used by the Defendant in relation to a new product line of alcoholic beverages that it was preparing to produce.
4. It was a term of the Agreement that the Defendant would provide a 50 percent deposit of the estimated costs upon the Agreement being approved and an invoice being presented.
5. The Agreement contained an estimate of the potential costs of the development of the logo which included a CI\$ 1,200.00 fee for the creative concept and development of the Logo and a 100.00 an hour fee in relation to the production. The Plaintiff indicated to the Defendant that they felt that approximately 6 hours would be necessary in relation to production and thus the production fee would probably be about CI\$ 600.00.
6. On April 1st 2000 the Plaintiff provided an invoice to the Defendant in the amount of CI\$ 600.00 in relation to the Deposit that was then due.
7. Throughout April and May 2000 and in reliance on the above agreement the Plaintiff designed and developed a logo for the Defendant. This was done through numerous consultations with the Defendant and involved the Plaintiff spending approximately 15.5 hours in production.

8. On May 31st 2000 the Plaintiff provided an invoice to the Defendant in the amount of CI\$ 1,200.00 which included the remaining money due under the creation of the design and layout of the logo (CI\$ 600.00) and the production costs of the logo (CI\$ 600.00). The Plaintiff in good faith only charged the Defendant for 6 hours of production time as that was what was stated in the estimate.
9. In breach of the Agreement the Defendant has refused or otherwise failed to pay either the April or May 2000 invoices.
10. The Defendant has subsequently gone on to use the likeness of the Plaintiff's designs in their new product's logo.
11. As of the date of issuance of this claim the principal sum of CI\$ 1,800.00 remains due and owing by the Defendant to the Plaintiff for the services and invoices rendered under the Agreement.
12. In addition to the principal sum due as set out above, the Plaintiff claims interest in the overdue sums in the amounts as set out in their invoices at a rate of 2 percent per month of all sums overdue by 30 days. The total interest as of the date of the issuance of this proceeding amounts to CI\$ 769.36 and is increasing at a per diem rate of CI\$ 1.18.
13. Alternatively, the Plaintiff claims interest as prescribed by the Judicature Law (1995 Revision) and the Judgment Debts (Rate of Interest) Rules. The calculation of the yearly interest was prescribed at a rate of 8 percent till June 1, 2001, a rate of 6.25 percent to November 30, 2001 and then a rate of 4.5 percent to the present. The total interest as of the date of the issuance of the proceeding amounts to CI\$ 221.96 and is increasing at a per diem rate of CI\$ 0.22.

AND THE PLAINTIFF claims:

1. CI\$ 1,800.00 due under the above pleaded agreement;
2. Interest at the rate of 2 percent per month amounting to a total interest of CI\$ 769.36 and increasing at a per diem rate of CI\$ 1.18;
3. Alternatively, pre-judgment and post-judgment interest upon the said damages pursuant to the Judicature Law (1995 Revision) amounting to CI\$ 221.96 at the date of issuance of this proceeding and increasing at a per diem rate of CI\$ 0.22;

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 14th 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 whose address for service is 40 Linwood Street, P.O. Box 2503, George Town, Grand Cayman, Cayman Islands, British West Indies, Attorneys for the Plaintiff.

INDORSEMENT

The amount claimed in respect of the debt or demand is CI\$ 1,800.00 as principal and CI\$ 769.36 as interest until the issue of the writ of summons for a total amount of CI\$ 2,569.36. The amount of the fixed costs is CI\$ 50.00 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 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 31st of March 2000;
- iii. The total interest claimed at the date of issue of the Writ of Summons is CI\$ 769.36;
- iv. The amount of interest accruing each day following the issue of the writ is CI\$ 1.18;
- v. Alternatively, the prescribed rate of interest during the period of 31st of March 2000 to June 1st 2001 was at 8 percent per year, then at 6.25 percent to November 30, 2001 and then at 4.5 percent till the date of issue of the Writ of Summons. The total interest claim is CI\$ 221.96 and the amount of interest accruing each day following the issue of the writ is CI\$ 0.22.

**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 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 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.

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Defendant

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 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]