

IN THE GRAND COURT OF THE CAYMAN ISLANDS

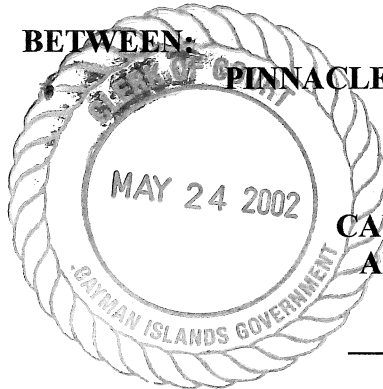
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CAUSE NO. \_\_\_\_ OF 2002

BETWEEN:

PINNACLE PUBLISHING AND MARKETING LTD.

-and-

CAYMAN REPAIRS, APPLIANCES,  
AND AIR CONDITIONING LTD.



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**WRIT OF SUMMONS**

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TO: Cayman Repairs, Appliances, and Air Conditioning Ltd.  
Registered Office in C/O  
Charles Adams Ritchie & Duckworth  
PO Box 709 GT  
Zephyr House, Mary Street  
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 May, 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 publishing and marketing firm. The registered office of the Plaintiff is P.O. Box 31368 SMB, Grand Cayman, B.W.I.
2. The Defendant, Cayman Repairs, Appliances, and Air Conditioning Ltd. is a local company incorporated pursuant to the laws of the Cayman Islands and has its registered office at Charles Adams Ritchie & Duckworth, P.O. Box 709 GT, Grand Cayman, B.W.I.
3. The Plaintiff and the Defendant entered into a written agreement on the 15<sup>th</sup> of March 2001 (the "Agreement") where in the Plaintiff agreed to produce and insert an advertisement in Britannia Magazine, Summer/Fall 2001 edition.
4. The following were expressed terms of the Agreement:
  - (i) The cost of the insertion of the advertisement (the "Insertion") would be CI\$2,150.00;
  - (ii) The estimated cost of production of the advertisement was CI\$500.00 (the "Production"); the actual price of the Production was to be charged at regular agency rates;
  - (iii) 50 percent of the Insertion amount was to be paid upon the signing of the Agreement;
  - (iv) The balance outstanding on the advertisement would be paid in full upon publication of the advertisement;
  - (v) Any amount remaining unpaid after fifteen (15) days of invoice would be subject to an interest rate of 5 percent per month on a compounding basis;

- (vi) The Defendant would be responsible for any legal fees incurred by the Plaintiff in collecting all amounts due under the Agreement, including interest due under the Agreement.
5. Pursuant to the Agreement the Plaintiff produced and inserted the advertisement in Britannia Magazine, Summer/Fall 2001 edition.
  6. The total cost of the advertisement amounted to CI\$2,450.00, that being the Insertion cost of CI\$2,150.00, plus the Production cost of CI\$300.00.
  7. In breach of the Agreement the Defendant failed to pay 50 percent of the Insertion costs which was due upon the signing of the Agreement.
  8. In further breach the Defendant has since refused or otherwise failed to pay any invoices sent to them by the Plaintiff since publication of the advertisement. A formal demand for payment was made by the Attorneys for the Plaintiff on the 27<sup>th</sup> of February 2002.
  9. As of the date of issuance of this claim the principal sum of CI\$2,450.00 remains due and owing by the Defendant to the Plaintiff under the Agreement.
  10. In addition to the principal sum, the Plaintiff claims interest pursuant to the Agreement, on the overdue sum at the rate of 5 percent per month on a compounding basis. The total interest as of April 30<sup>th</sup> 2002 amounts to CI\$ 1,350.71.
  11. 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 6.25 percent from August 1, 2001 to November 30, 2001 and then a rate of 4.5 percent to May 24<sup>th</sup> 2002. The total interest amounts to CI\$ 103.74 increasing at a per diem rate of CI\$ 0.30.
  12. Pursuant to the Agreement the Plaintiff claims the costs of this action on an indemnity basis.

AND THE PLAINTIFF claims:

- A. CI\$2,450.00 due under the Agreement;

- B. Compounding interest under the Agreement at the rate of 5 percent per month amounting to a total interest of CI\$ 1,350.71 as of the 30<sup>th</sup> of April 2002.
- C. Alternatively, pre-judgment and post-judgment interest upon the said damages pursuant to the Judicature Law (1995 Revision) amounting to CI\$ 103.74 as May 24<sup>th</sup> 2002 and increasing at a per diem rate of CI\$ 0.30;
- D. Alternatively, interest at such rate and for such period as the Court thinks fit;
- E. Indemnity costs pursuant to the Agreement;
- F. Such further or other relief as the Court feels just

Dated the 24 of May 2002

Filed the of May 2002

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**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, PO Box 2503, George Town, Grand Cayman, Cayman Islands, British West Indies.

## INDORSEMENT

The amount claimed in respect of the debt or demand is CI\$2,450.00 as principal and CI\$1,350.71 as interest as of April 30<sup>th</sup> 2002 for a total amount of CI\$3,800.71. This amount is increasing at a monthly compounding rate of 5 percent per month. The amount of the fixed costs is CI\$250.00 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 compounding rate of 5 percent a month;
- ii. The date from which the interest became payable was the 1<sup>st</sup> of August 2001;
- iii. The total interest claimed at the date of issue of the Writ of Summons is CI\$1,350.71 as of April 30<sup>th</sup> 2002;
- iv. The interest is compounding and thus the amount of interest accruing increases each day;
- v. Alternatively, the prescribed rate of interest during the period of August 1<sup>st</sup> 2001 to November 30, 2001 is 6.25 percent and then 4.5 percent until May 24<sup>th</sup> 2002 for a total of CI\$103.74 increasing at CI\$0.30 per diem until the date of issue of the Writ of Summons. The total interest claimed is CI\$ 103.74 and the amount of interest accruing each day following the issue of the writ is CI\$ 0.30.

**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.

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BETWEEN:

PINNACLE PUBLISHING AND MARKETING LTD.

Plaintiff

-and-

CAYMAN REPAIRS, APPLIANCES,  
AND AIR CONDITIONING 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.*

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1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.
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2. State whether the Defendant intends to contest the proceedings (*tick appropriate box*)
- Yes [ ]      No [ ]
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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 [ ]
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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]