

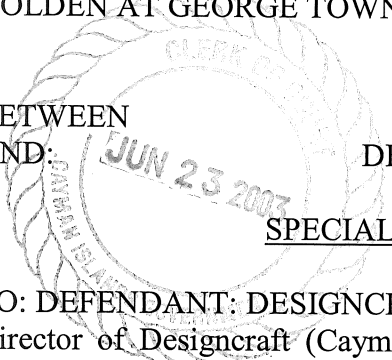
Writ of Summons (O.6, r.1)

IN THE GRAND COURT OF THE CAYMAN ISLAND
HOLDEN AT GEORGE TOWN, GRAND CAYMAN



CAUSE NO. 427 OF 2003

BETWEEN THE ATTIC LTD PLAINTIFF
AND: DESIGNCRAFT (CAYMAN) LTD. DEFENDANT



SPECIALY ENDORSED WRIT OF SUMMONS

TO: DEFENDANT: DESIGNCRAFT (CAYMAN) LTD., c/o Mr. Macdonald, Managing Director of Designcraft (Cayman) Ltd. whose address is Cayman Trade Centre, 199 Eastern Avenue, P. O. Box 307 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 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 Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 23rd day of June 2003.

NOTE - This Writ may not be served later than 4 calendar 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 occupies premises known as XB2 and XB5 Queen's Court Plaza (hereafter referred to as the "premises") situated at Seven Mile Shops and which occupation is subject to a Lease Agreement.
2. By an oral agreement made in or about March 2002 between the Plaintiff and the Defendant it was agreed that the Defendant would make and install canopies to the exterior of the premises.
3. It was originally agreed between the Plaintiff and the Defendant that the installation of 6 green dome awnings would cost CI\$5,400.00. On or about 27 March 2002 the Plaintiff paid a deposit of CI\$2,700.00 to the Defendant for the work to be done. The Landlord did not agree with the proposed colour of the canopies. At the request of the Plaintiff the Defendant agreed to change the colour of the canopies and also make two additional canopies. It was agreed that the Plaintiff would pay for the additional cost of the work to be carried out. On or about 31 May 2002 the Plaintiff paid a sum of CI\$655.00 to cover the cost of the new fabric. On 5 June 2002 and as agreed with the Defendant the Plaintiff made an additional payment of CI\$2,200.00. The total sum outstanding at that time was CI\$4,042.24.
4. Contrary to the oral agreement made between the Plaintiff and the Defendant the Defendant is refusing to complete the installation of the awning as agreed with Plaintiff. The Defendant is now insisting that the Plaintiff pays all fees before it will complete the work.
5. On or about 22 July 2002 in order to expedite matters so that the work could be completed the Plaintiff's agent, Mark Etheridge, orally agreed with the Defendant that they would pay half of the outstanding balance immediately and the remainder when the work was completed. The Defendant agreed with that oral agreement. Pursuant to that agreement on 29 July 2002 the Plaintiff paid a cheque, cheque number 00753, of CI\$2,021.12 to the Defendant. In breach of the above agreements the Defendant has failed to install the awnings and is now insisting that it will only install the awnings if the Plaintiff signs a document to confirm the above-mentioned agreements
6. On 1 August 2002 the Defendant sent a letter to the Plaintiff stating, inter alia, in short, that it will not "...begin this installation without your written acknowledgement of this proposal,....". That letter was addressed to DMS Management Ltd. The Plaintiff indicated that it would not sign that or any such letter. The Defendant then sent another letter in similar terms to The Attic Ltd. but marked it for signature by Mr. D. S. Seymour instead of Mr. D. M. Seymour. The Plaintiff has not signed either letter. Pursuant to the Agreement the Defendant made the canopies but is now refusing to install them.

7. On or about 15 January 2003 the Plaintiff wrote to the Defendant and formally requested that the Defendant complete the work within fourteen days of the date of that letter otherwise the Plaintiff would place the matter before the court. The Plaintiff has received no response from the Defendant and the work has not been completed.
8. By reason of the foregoing the Defendant is in breach of the agreement and the Plaintiff has suffered loss and damage.

PARTICULARS

The total sum of money paid to the Defendant CIS\$7,576.12

AND the Plaintiff claims

- (i) Damages of CIS\$7,576.12
- (ii) Further, pursuant to The Judicature Law (1995 Revision), the Defendant is entitled to and claims interest on such sums as are found to be due at such rate and for such period as the Court shall think fit.
- (iii) Costs



WOODWARD TERRY & COMPANY

THIS WRIT was issued by Clyde H. Allen whose address for service is Woodward Terry & Company, Attorneys-At-Law PO Box 822 GT, West Wind Building, Harbour Drive and Fort Street, Grand Cayman, Cayman Islands, BWI.

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HOLDEN AT GEORGE TOWN, GRAND CAYMAN

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CAUSE NO. OF 2003

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AND: DESIGNCRAFT (CAYMAN) 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 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 a 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

Address for service: (please see overleaf)

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.

C. H. Allen
Woodward Terry & Company
Attorneys-At-Law
PO Box 822 GT
West Wind Building
Harbour Drive and Fort Street
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.

[Empty box for defendant's attorney indorsement]