

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 138 OF 2006

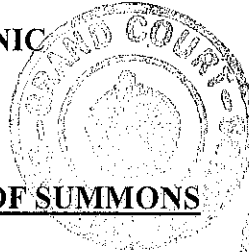
BETWEEN: INTERNATIONAL DESIGN GROUP LTD.

PLAINTIFF

AND: MS. MIRJANA MIRJANIC

DEFENDANT

WRIT OF SUMMONS



**TO: MS. MIRJANA MIRJANIC
THE PINNACLE 29
SEVEN MILE BEACH
GRAND CAYMAN**

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, PO Box 495G, George Town, Grand Cayman, 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 10th day of April, 2006.

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 Acknowledgement of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. The Plaintiff, International Design Group Ltd. is a Cayman Islands company carrying on the business of interior design.
2. On or about the 28th January 2006 the Plaintiff was approached by the Defendant, a resident of the United States of America who was in the process of buying or had already purchased a condominium unit at premises known as The Pinnacle on West Bay Road (the "Apartment"). The Defendant informed Marie-Joelle Laroque, a Designer for Plaintiff's company that she wished to order new furniture for the Apartment. Ms. Laroque had the relevant authority to advise and enter into a contractual relationship with client's on the Plaintiff's behalf.
3. Ms. Marie-Joelle Laroque and Ms. Cara Saladino, who is employed as Lead Designer for the Plaintiff were assigned to assist the Defendant in the selection and purchase of furniture for the Apartment. The furniture was selected by the Defendant by way of the Plaintiff creating a design package using items on the showroom floor's catalogues with the assistance of Ms. Laroque and Ms. Saladin. On the 25th February 2006 the Defendant signed a contract with the Plaintiff (the "Contract") pursuant to the terms of which the Plaintiff would order and import on behalf of the Defendant the furniture listed in the Contract (the "Furniture"), particulars of which are set out below:

Particulars

- i. Kelly Hoppen, floor mirror
- ii. Baker Palladian, side chair
- iii. Baker Milling Road Regency table
- iv. Zen Home Window chest
- v. Taylor slipcovered sofa

- vi. Additional slipcover for Taylor sofa
- vii. Barbara Barry Square coffee table
- viii. Oly Neta bench
- ix. McGuire Nesting tables
- x. Taylored slipcovered chair
- xi. Additional Slipcover for Taylor chair
- xii. Barbara Barry Eastern King can bed
- xiii. Barbara Barry nightstand
- xiv. McGuire lounge chair
- xv. McGuire ottoman
- xvi. Barbara Barry oval side table
- xvii. Vanguard Max entertainment centre
- xviii. Kelly Hoppen wardrobe
- xix. Modern Gatherings woven headboard
- xx. Vanguard Monaco nightstand
- xxi. Lexington leather cube
- xxii. Century Split Peel Queen bed
- xxiii. Century Omni chest
- xxiv. Habersham stool
- xxv. Bruno Antiques brass drum table
- xxvi. Century Omni side table
- xxvii. McGuire Fabourg desk
- xxviii. McGuire Trainor chair
- xxix. Janus et Cie cube tables
- xxx. Baker modern sleeper sofa
- xxxi. Janus et Cie Dedon lounge chairs
- xxxii. Janus et Cie round dining table
- xxxiii. Janus et Cie exterior chairs

4. The total cost of the Furniture including shipping, duty, package and designer fees amounted to US\$147,461.00. It was a condition of the contract that the Defendant

would pay to the Plaintiff a deposit of 50% of the value of the furniture and package as well as the design fee. In accordance with the terms of the Contract, the Defendant paid the a deposit of US\$80,111.59 (the "Deposit") by way of a personal cheque dated 25th February 2006 drawn on North Fork Bank (the "Cheque").

5. On the Defendant's insistence that the furniture be available prior to her taking up residence at the Apartment on 7th April 2006, the Plaintiff deposited the Cheque on 2 March 2006 with the Bank of Butterfield International (Cayman) Ltd (the 'Bank of Butterfield'). The amount of the Cheque was credited to the Plaintiff's account with the Bank of Butterfield on 15 March 2006. As soon as the Plaintiff was notified that its account had been credited with the value of the Deposit, it proceeded to place the order for the Furniture. The order was placed with Janus et Cie, McGuire, Baker, Century and Century Furniture, all of which are companies based in the United States of America. The Plaintiff was itself required to pay a deposit and accordingly paid over to its suppliers the sum of US\$80,111.59.
6. Without any warning or notice to the Plaintiff, on the 28 March 2006, the Bank of Butterfield, in reliance on its standard terms and conditions debited the Plaintiff's account by US\$80,136.59, being the amount of the deposit and bank charges of US\$25.00 on the basis that at some point after the date that the Plaintiff had presented the Cheque for payment, and in breach of the terms of the Contract the Defendant had instructed her personal bank to stop the Cheque.
7. Despite demand and in breach of contract the Defendant has failed and or refused to pay to the Plaintiff the amount of the Deposit.
8. From approximately 17th March 2006 to 6th April 2006 the Furniture had been arriving in the Cayman Islands and in Miami, United States of America for forwarding to the Cayman Islands and pursuant to the terms of the Contract the Defendant is obliged to pay to the Plaintiff the full price of the Furniture. Despite

demand the Defendant has indicated that she does not intend to comply with the terms of the Contract and, in breach of Contract, will make no payment thereunder.

9. The Defendant is in breach of the terms of the Contract and liable to pay to the Plaintiff the sum of US\$147,461.00.

10. The Plaintiff is entitled to and claims interest on the said sum of US\$147,461.00 pursuant to Judicature Law (1995 Revision) at the rate of 3% per annum which amounts to a total of US\$533.28 from 25th February 2006 to the date hereof and accruing at the daily rate of US\$12.12.

AND THE PLAINTIFF CLAIMS:

1. US\$147,461.00
2. Interest amounting to US\$533.28 to the date hereof and accruing at the daily rate of US\$12.12
3. Costs.
4. Such further and other relief as this Honourable Court deems just.

Dated this 10th day of April 2006



CAMPBELLS
Attorneys-at-Law for the Plaintiff

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 495, 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.

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.

Campbells
Attorneys-at-Law
Fourth Floor,
Scotiacentre,
P.O. Box 884,
George Town,
GRAND CAYMAN (Ref AJW/GH/13235)

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