

4. Costs on an indemnity basis or standard basis in accordance with the Court Costs Rules 2001; and
5. Such further and other relief as this Court may deem just

Samson & McGrath

Samson & McGrath

Attorneys for the Plaintiff

INDORSEMENT

The principle amount claimed in respect of the debt is CI\$54,078.73 plus interest of CI\$216.31 as of the date of filing. The amount of the filing fees to commence proceedings is CI\$200 plus ad valorem fees of CI\$440.78. If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed in principle, interest and cost of issuing the writ of summons further proceedings will be stayed. The money must be paid to the Plaintiff or his Attorney.

THIS WRIT was issued by Samson & McGrath, Attorneys for the Plaintiff whose address for service is 3rd Floor Genesis Building, Genesis Close, P. O. Box 446 GT, George Town, Grand Cayman

STATEMENT OF CLAIM

1. The Plaintiff is and was at all material times a company organized and carrying on business pursuant to the laws of the Cayman Islands. The Plaintiff's address for service is care of it's Attorneys, Samson & McGrath, 3rd Floor, Genesis Building, Genesis Close, George Town, Grand Cayman, PO Box 446.
2. The Defendant is and was at all material times a company organized and carrying on business pursuant to the laws of the Cayman Islands.
3. In the course of their business the Plaintiff entered into a contract with the Defendant for the supply and installation of materials at the 'Ocean Club' complex. The Defendant failed to make full payments on the invoices submitted to the Defendant.
4. The Plaintiff also entered a further agreement with the Defendant to supply materials for a further contract of the Defendant at Saint Ignatius School, George Town. This account was also let run into arrears by the Defendant.
5. On the 27th August Mr. Gilles Langlois, representing the Defendant entered into a written agreement to pay back the monies owed as follows;
 - a. That the sum owed totaled CI\$69,078.73
 - b. Payments would be made in the sum of CI\$5,000 per month on the 1st of each month commencing 1st September 2007.
 - c. The payment plan to be reviewed by the Plaintiff after 3 months.
 - d. No interest charged on the outstanding monies whilst payment terms being met.
 - e. Interest to be charged at 2% per month on outstanding balance if payment delayed or not received.
6. The Defendant paid three sums of CI\$5,000 for the months of September, October and November 2007.
7. Since that date and without the authority or consent of the Plaintiff no further monies have been received by the Plaintiff despite requests for full payment since the date of default on the payment plan agreement.

8. Notwithstanding that the Defendant having specifically acknowledged the debt is owed the Defendant has either failed or neglected to make payment to the Plaintiff.

9. In the alternative, the Defendant has supplied and installed materials to the Plaintiff with a value totaling CI\$54,078.73 and the Plaintiff has supplied and installed these materials to the Defendant. To date the Defendant has failed or neglected to make payment to the Plaintiff for the supply and installation of these materials.

10. As a result of the above, the Plaintiff is entitled to the relief claimed in this proceeding.

INDORSEMENT REGARDING INTEREST

1. The contractual term upon which interest is claimed is set out at paragraph 5 (e).
2. The prescribed rate is 2% per month.
3. The date from which interest is payable is 1st December 2007.
4. The total interest claimed as at 8th February 2008 is \$216.31 and;
5. The daily interest accruing due each day is CI\$2.96

AND THE PLAINTIFF claims:

1. CI\$54,078.73 being the principle sum due.
2. CI\$216.31 interest calculated to 8th February at the rate of 2% per month in accordance with the payment agreement;
3. Pre and post judgment interest in accordance with the Judicature Law (2007 Revision) and the Judgment Debt (Rates of Interest) Rules as amended from time to time.

**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 495G, 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 instalments or otherwise.

See over for notes for guidance

Please complete overleaf

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 its 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.

BETWEEN

WOODS FURNITURE AND DESIGN

PLAINTIFF

AND

K-COAST LIMITED

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 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

no

Service of the Writ is acknowledged accordingly

(Signed).....

Attorney for

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.

Samson & McGrath
Attorneys at Law
3rd Floor Genesis Building
Genesis Close
PO Box 446
George Town
Grand Cayman

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