

IN THE GRAND COURT OF THE CAYMAN ISLANDS

G70159
CAUSE NO. OF 2008

BETWEEN:

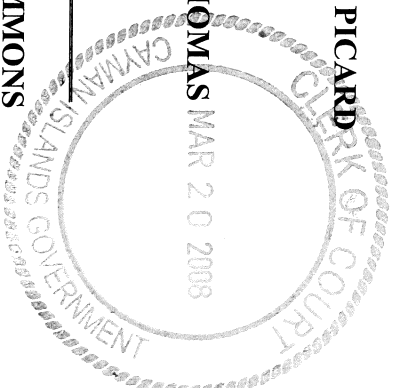
JEAN CLAUDE PICARD

Plaintiff

-AND-

DERRICK THOMAS

Defendant



WRIT OF SUMMONS

To: **Derrick Thomas**
526 Island Pine Villas
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 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, 2008

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. On or about July 2006 the Plaintiff and the Defendant entered into an oral agreement to go into business together importing products from Arcus Absorbents Inc (hereinafter "Arcus"), a Canadian company, and to sell those products in the Cayman Islands for profit (the "Agreement"). The express terms of the Agreement were as follows:
 - 1.1 The Plaintiff would introduce the Defendant to the representatives of Arcus;
 - 1.2 The Defendant would incorporate a company in the Cayman Islands (the "Company") and would cause the Company to go into the business of purchasing product from Arcus to be sold for profit in the Cayman Islands (the "Business");
 - 1.3 The Plaintiff would pay to the Defendant C1\$ 10,000 as start up capital (the "Funds");
 - 1.4 The Defendant would use the Funds to:
 - 1.4.1 Pay for the incorporation of the Company; and
 - 1.4.2 Purchase product to meet initial purchase orders.
 - 1.5 The Plaintiff would be provided a twenty five percent shareholding in the Company and would receive a twenty five percent share of the profits of the Business;
 - 1.6 The Defendant would be responsible for the operation of the Company inclusive of all purchases and sales;
 - 1.7 Upon the completion of the first year of operation of the Business the Funds would be repaid to the Plaintiff;
 - 1.8 Apart from providing the Funds and introducing the Defendant to the representatives of Arcus the Plaintiff was to have no further obligations under the Agreement.
2. Pursuant to the Agreement, the Plaintiff paid the Funds to the Defendant in August 2006 and introduced the Defendant to the representatives of Arcus.

3. In September 2006, the Defendant informed the Plaintiff that he required further funds in order to purchase product to meet purchase orders. The Plaintiff accordingly lent CI\$ 10,000 to the Defendant on the express understanding that the additional CI\$ 10,000 would be repaid to the Plaintiff within the next year (the "Loan"). This brought the Plaintiff's total investment to CI\$20,000.
4. Over the following year the Defendant provided the Plaintiff with various documents purporting to represent significant purchase orders and sales made by the Business and/or Company.
5. In breach of the Agreement the Defendant has failed to pay anything to the Plaintiff. The Plaintiff has not received repayment of the Funds, or the Loan, or the twenty five percent share of the profits. In further breach of the Agreement the Plaintiff has not receive a twenty five percent shareholding in the Company.
6. Despite the demands of the Plaintiff for the payment of the Funds, the Loan, and the profits the Defendant has failed to pay anything to the Plaintiff.
7. As a result of the above, the Plaintiff has suffered loss and damage. The Defendant is accordingly indebted to the Plaintiff in the amount of CI\$ 20,000 representing the Funds and Loan. In addition the Plaintiff is entitled to a twenty five percent of the profit of the Business that can only be calculated upon the completion of an accounting of the Company and/or Business.
8. In addition to the above, pursuant to the Judicature Law (2007 Revision) and Judgment Debt (Rates of Interest) Rules as amended from time to time the Plaintiff claims interest on the CI\$ 20,000 and on the profits.
9. The interest on the CI\$ 20,000 as of the 18th of March 2008 is CI\$ 792.02 and is increasing a daily rate of CI\$ 3.98.
10. The interest on the profits is to be assessed.

AND THE PLAINTIFF CLAIMS

- (1) CI\$ 20,000;
- (2) An accounting of the Business and a twenty five percent share of the profits of the Business;
- (3) The twenty five percent shareholding of the Company to be transferred to the Plaintiff;
- (4) Interest on the CI\$ 20,000 of CI\$ 792.02 as of March 18 2008 and increasing at a daily rate of CI\$ 3.98;

- (5) Interest on the Profits to be assessed;
- (6) Costs.

Dated this 14th day of March 2008.

~~BROADHURST BARRISTERS~~
Broadhurst Barristers
Attorneys-at-Law for the Plaintiff

This Writ of Summons and Statement of Claim was issued by Broadhurst Barristers, Attorneys for the Plaintiff, whose address for service is 40 Linwood St, P.O. Box 2503 GT, Grand Cayman, Cayman Islands, British West Indies.

**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 Acknowledgement 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 instalments 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.

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.
6. 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*.
7. A Defendant acting in person may obtain help in completing the form at the Courts Office.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. OF 2008

BETWEEN:

JEAN CLAUDE PICARD

Plaintiff

-AND-

DERRICK THOMAS

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 BARRISTERS
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.