

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 51 OF 2009

BETWEEN:

CAYMAN IMPORTS LIMITED

PLAINTIFF

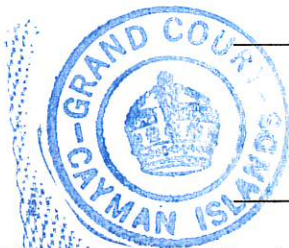
AND:

McCOY'S CHOPHOUSE & LOUNGE

1ST DEFENDANT

LUKE McCOY

2ND DEFENDANT



WRIT OF SUMMONS



TO: McCoy's Chophouse & Lounge and Luke McCoy
19 Cayside Galleries
P.O. Box 11280 APO
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.

DATED this 2nd day of February, 2009.

ISSUED this 2nd day of February, 2009.

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 Acknowledgment of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. The Plaintiff's principal office is situated at P.O. Box 880, Walkers Road, Grand Cayman. The Plaintiff was at all material times carrying on business as a retail supplier of construction materials
2. The 1st Defendant was at all material times operating as a local restaurant. The 2nd Defendant is resident of the Cayman Islands and at all material times was the owner of the 1st Defendant.
3. On or about the 27th day of April 2005, the Plaintiff agreed to supply the 1st Defendant with certain goods on credit and the 2nd Defendant signed a Guarantee in which he agreed that if the Plaintiff would supply the 1st Defendant with the goods on credit he, being the 2nd Defendant, would guarantee to the Plaintiff the due payment of their price.
4. The express terms of the credit agreement were as follows:
 - (a) The 1st Defendant would pay to the Plaintiff the amount of any and all purchases charged to the 1st Defendant's account no later than 15 days after the Plaintiff issues its invoice;
 - (b) The 1st Defendant would pay interest at a rate of 2% per month calculated on a daily basis may be added on any amount due if not received within 15 days after the Plaintiff issues his invoice; and
 - (c) The 1st Defendant would pay legal costs and disbursements which may be added to the 1st Defendant's account if the said account is referred by the Plaintiff to an attorney-at-law for collection.
5. The express terms of the Guarantee were as follows:

- (a) That the 2nd Defendant would be liable for all monies now or at any time hereafter due to the Plaintiff in respect of the goods supplied to the 1st Defendant
6. In furtherance of the agreement, the Plaintiff did supply the 1st Defendant with the goods for a price which amounted to CI\$78,043.32. Full particulars of the goods supplied to the 1st Defendant are known to the 1st Defendant and 2nd Defendant.
 7. In breach of the agreement, the 1st Defendant has not paid the Plaintiff the said sum of CI\$78,043.32 notwithstanding numerous requests made by the Plaintiff.
 8. In breach of the guarantee, the 2nd Defendant has not paid the Plaintiff the said sum of CI\$78,043.32 notwithstanding numerous requests made by the Plaintiff.
 9. By reason of the said breaches the Plaintiff has suffered loss and damage in the amount of CI\$ CI\$78,043.32.
 10. Also by reason of the said breach the Plaintiff has suffered loss in that he has lost interest on the sum due and owing at a rate of 2% per month calculated on daily basis and full particulars of the interest outstanding will be provided at trial.
 11. Alternatively, by reason of the said breach the Plaintiff has suffered loss in that he has lost interest on the sum due and owing pursuant to the Judicature Law and the Judgement Debts (Rates of Interest) Rules.
 12. Also by reason of the said breach the Plaintiff has suffered loss in that the Plaintiff has incurred legal fees and other costs full particulars of which will be provided at trial.
 13. The 1st Defendant and the 2nd Defendant have acknowledged the amounts due and owing to the Plaintiff's authorized agent; namely, the Cayman Islands National Credit Bureau.

THE PLAINTIFF THEREFORE CLAIMS:

- (a) Damages in the sum of CI\$78,063.32;

- (b) Interest at a rate of 2% per month calculated on daily basis in accordance with the agreement on the principal amount outstanding per month from the date of the writ until payment in full;
- (c) Alternatively, Interest Pursuant to the Judicature Law and Judgment Debts (Rates of Interest) Rules; date of the writ until payment in full;
- (d) Costs to be Taxed if not agreed;

If within the time for returning the Acknowledgement of Services, the Defendant pays the total amount claimed CI\$78,063.32 plus interest and costs further proceedings will be stayed. The money must be paid to the Plaintiff or his Attorneys.

DATED this 2nd day of February, 2009.


GOLDFIELD CAYMAN ATTORNEYS-AT-LAW
Attorneys-at-Law for the Plaintiff

THE WRIT OF SUMMONS and STATEMENT OF CLAIM is prepared and filed by **GOLDFIELD CAYMAN ATTORNEYS-AT-LAW**, Attorneys-at-Law for and on behalf of the Plaintiff herein, whose address for service is situated at Rankin's Plaza, 21 Eclipse Drive, P.O. Box 1431 GT, George Town, Grand Cayman, Cayman Islands.

***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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 61 OF 2009

BETWEEN:

CAYMAN IMPORTS LIMITED

PLAINTIFF

AND:

McCOY'S CHOPHOUSE & LOUNGE

1ST DEFENDANT

LUKE McCOY

2ND 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 she 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 the Defendant

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.

Goldfield Cayman Attorneys-at-Law
Rankin's Plaza, 21 Eclipse Drive
P.O. Box 10734
Grand Cayman, KY1-1007
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.