

IN THE GRAND COURT OF THE CAYMAN ISLANDS

60312
CAUSE NO OF 2009

BETWEEN: TURNER & ROULSTON (a firm)

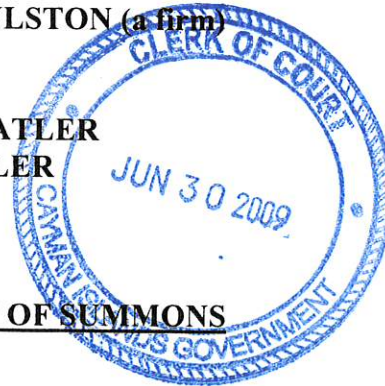
PLAINTIFF



AND:
(1) SELKIRK WATLER
(2) IRENE WATLER

DEFENDANTS

WRIT OF SUMMONS



TO: SELKIRK WATLER of P.O. Box 31189 Grand Cayman KY1-1205, 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, PO Box 495, George Town, Grand Cayman KY1-1106, 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 30th day of June 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.

PARTICULARS OF CLAIM

1. The Plaintiff is a firm which at all material times carried on business as attorneys of the Grand Court of the Cayman Islands.
2. In or around February 2005, the Defendants contacted the Plaintiff, requesting legal advice and assistance in relation to a family dispute.
3. The Plaintiff entered into an agreement with the Defendants to provide such advice and assistance, subject to the terms of an agreement being contained in the Plaintiff's standard letter of retainer dated 21 February 2005, signed and returned to the Plaintiff by both Defendants on 22 February 2005.
4. The Plaintiff's standard terms of business incorporate express terms which provide, amongst other things, that interim invoices would be rendered monthly; payment would fall due within 60 days of receipt of an interim or final invoice; and contractual interest at the rate of 6% per annum ("the Contract Rate") would accrue on overdue invoices.
5. The Plaintiff delivered the following interim invoices to the Defendants:
 - 5.1. Invoice 1710 dated 5 September 2006 in the sum of US\$805.80;
 - 5.2. Invoice 3276 dated 8 April 2008 in the sum of US\$658.60;
 - 5.3. Invoice 3760 dated 31 October 2008 in the sum of US\$4,152.75;
 - 5.4. Invoice 3763 dated 4 November 2008 in the sum of US\$19,368.19;
 - 5.5. Invoice 3865 dated 3 December 2008 in the sum of US\$13,602.40;

- 5.6. Invoice 4013 dated 31 December 2008 in the sum of US\$6,640.90;
 - 5.7. Invoice 4123 dated 31 January 2009 in the sum of US\$10,846.90;
 - 5.8. Invoice 4219 dated 11 March 2009 in the sum of US\$1,106.70; and
 - 5.9. Invoice 4278 dated 31 March 2009 in the sum of US\$905.60.
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6. The Defendants are indebted to the Plaintiff in the principal sum of US\$58,087.84.

 7. The Defendants have not stated any grounds upon which the Plaintiff's invoices are disputed

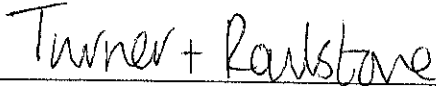
 8. The Defendants have failed to make payment of the outstanding invoices despite various letters of demand from the Plaintiff.

 9. Therefore, the Defendants have not discharged the debt owing to the Plaintiff and the Defendants are indebted as at the date of issue in the principal sum of US\$58,087.84.

The Plaintiff therefore claims

1. Damages in the sum of US\$58,087.84 in respect of the outstanding invoices.
2. Contractual interest at a daily rate of 6% for the period from 4 November 2006 to the date of issue of this claim, amounting to US\$1,500.94, together with further contractual interest at the daily rate of US\$9.55 until the date of judgment.
3. Alternatively, such other damages and/or interest as this Honourable Court deems just.
4. Costs.

DATED this 30th day of June, 2009



TURNER & ROULSTONE
Attorneys-at-Law for the Plaintiff

THIS WRIT was issued by Turner & Roulstone, Attorneys-at-law for the Plaintiff whose address for service is Strathvale House, 90 North Church Street, George Town, Grand Cayman, Cayman Islands.