



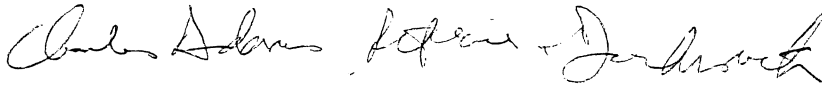
NOTE:- This Writ may not be served later than 4 calendar months (or, if leave is required to effect service out of the jurisdiction, 6 months) beginning with the date of issue unless renewed by Order of the Court.

**IMPORTANT**

Directions for Acknowledgment of Service are given with the accompanying form.

**INDORSEMENT**

The Plaintiff's claim is against the Defendants jointly and severally for the sum of US\$7,208.96 being the balance due for professional services rendered and disbursements incurred by the Plaintiff as the Defendants' Attorneys-at-Law for and on behalf and at the request of the Defendants and each of them during the course of their retainer.



**CHARLES ADAMS, RITCHIE & DUCKWORTH  
ATTORNEYS-AT-LAW FOR THE PLAINTIFF**

This Writ was issued by Charles Adams, Ritchie & Duckworth, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service is P.O. Box 709, Zephyr House, Mary Street, George Town, Grand Cayman, British West Indies.

BETWEEN: CHARLES ADAMS, RITCHIE & DUCKWORTH PLAINTIFF  
(A Firm)

AND: (2) SAM ANGOTT DEFENDANTS  
(2) DIANE ANGOTT

**ACKNOWLEDGMENT OF SERVICE**  
**OF WRIT OF SUMMONS**

Important. Read the accompanying direction 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  
Address for Service:

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 is suing in person) of his name, address and reference, if any, in the box below.

Charles Adams, Ritchie & Duckworth  
PO Box 709  
Mary Street, Zephyr House  
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.

[Empty box for Defendant's Attorney indorsement]

**Filed by Charles Adams, Ritchie & Duckworth, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service is that of its said Attorneys-at-Law, P.O. Box 709, Zephyr House, Mary Street, George Town, Grand Cayman, B.W.I.**

## 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.



5. On or about the 12<sup>th</sup> September, 1995 the Defendants further instructed the Plaintiff to act on their behalf in relation to the 1<sup>st</sup> Defendant's interest in the Company.
  
6. On or about the 15<sup>th</sup> November, 1995 the Defendants again instructed the Plaintiff to act on their behalf in relation to the purchase of property registered as West Bay Beach South, Block 12, Parcel 122.
  
7. In pursuance of the further instructions received from the Defendants the Plaintiff performed professional services and incurred disbursements for and on behalf of the Defendants. Full particulars of these professional services and disbursements are set out in Fee Notes Nos. 3649 and 3742, which were delivered to the Defendants on or shortly following the respective dates of their issue and subsequently by a letter of demand for payment dated the 20<sup>th</sup> August, 1998 which was hand-delivered to the 2<sup>nd</sup> Defendant on that date. Details of the relevant fee notes are set out hereunder:

FEE NOTE NO.	DATE ISSUED	AMOUNT OF FEE NOTE
2863	30/12/94	US\$ 513.66
3649	1/11/95	2,496.00
3742	1/12/95	5,174.90
		<b><u>US\$8,184.56</u></b>

8. On the 17<sup>th</sup> October, 1995 the Defendants paid to the Plaintiff the sum of CI\$800.00, (US\$975.60) by way of a part-payment of the required retainer. This sum has been applied towards the partial payment of Fee Note No. 3649, leaving a balance thereon of US\$1,520.40.
  
9. Despite the reminders and demands by the Plaintiff, the balance of US\$7,208.96 remains due and outstanding to the Plaintiff.

10. The Defendants and each of them are jointly and severally liable to the Plaintiff for the sum of US\$7,208.96 representing the total due under the fee notes referred to at paragraph 7 above.
11. Notwithstanding the agreement entered into on the 12<sup>th</sup> September, 1995 whereby the Defendants agreed jointly and severally to pay interest on the amount due to be calculated from the date of the fee note at the rate of 1% over and above the best lending rate of the Bank of Nova Scotia, the Plaintiff claims interest on the sums due pursuant to Section 34 of the Judicature Law and the Judgment Debts Rates of Interest Rules.

**AND THE PLAINTIFF CLAIMS:**

1. The sum of US\$513.66 against the Defendants and each of them jointly and severally.
2. Pre-Judgment Interest on the amount of US\$513.66 calculated pursuant to Section 34 of the Judicature Law at the rate of 8 3/8% per annum, or at such other rate as the Court directs, from the 1st January 1995 to the 31<sup>st</sup> January 1996; thereafter at the rate of 7 3/8% per annum, or at such other rate as the Court directs, from the 1st February 1996 to the 31<sup>st</sup> January 1998; thereafter at the rate of 7 7/8% per annum, or at such other rate as the Court directs, from the 1st February 1998 to the 31<sup>st</sup> December 1998; thereafter at the rate of 7% per annum, or at such other rate as the Court directs, from the 1<sup>st</sup> January 1999 to the 4<sup>th</sup> June 1999.
3. The sum of US\$5,174.90 against the Defendants and each of them jointly and severally.
4. Pre-Judgment Interest on the amount of US\$5,174.90 calculated pursuant to Section 34 of the Judicature Law at the rate of 8 3/8% per annum, or at such other rate as the Court directs, from the 1<sup>st</sup> to the 31<sup>st</sup> January 1996; thereafter at the rate of 7 3/8% per annum, or at such other rate as the Court directs, from the 1<sup>st</sup> February, 1996 to the 31<sup>st</sup> January, 1998; thereafter at the rate of 7 7/8% per annum, or at such other rate as the Court directs, from the 1<sup>st</sup> February, 1998 to the 31<sup>st</sup> December, 1998; thereafter at the rate of 7% per annum, or at such other rate as the Court directs, from the 1<sup>st</sup> January 1999 to the 4<sup>th</sup> June 1999.
5. The sum of US\$1,520.40 against the Defendants and each of them jointly and severally.

6. Pre-Judgment Interest on the amount of US\$1,520.40 calculated pursuant to Section 34 of the Judicature Law at the rate of 8 3/8% per annum, or at such other rate as the Court directs, from the 1<sup>st</sup> December, 1995 to the 31<sup>st</sup> January 1996; thereafter, at the rate of 7 3/8% per annum, or at such other rate as the Court directs, from the 1<sup>st</sup> February 1996 to the 31<sup>st</sup> January 1998; thereafter, at the rate of 7 7/8% per annum, or at such other rate as the Court directs, from the 1<sup>st</sup> February 1998 to the 31<sup>st</sup> December 1998; thereafter, at the rate of 7% per annum, or at such other rate as the Court directs, from the 1<sup>st</sup> January 1999 to the 4<sup>th</sup> June 1999.
7. Post-Judgment Interest thereafter pursuant to Section 34 of the Judicature Law (1995 Revision).

**STATEMENT REGARDING INTEREST:**

8. The rate of Pre-Judgment Interest from the 1<sup>st</sup> January 1995 to 31<sup>st</sup> January 1996 is 8 3/8% per annum; thereafter, at 7 3/8% per annum from the 1<sup>st</sup> February 1996 to the 31<sup>st</sup> January 1998; thereafter, at the rate of 7 7/8% per annum from the 1<sup>st</sup> February 1998 to the 31<sup>st</sup> December 1998; thereafter, at the rate of 7% per annum from the 1<sup>st</sup> January 1999 to the 4<sup>th</sup> June 1999.
9. The total amount of interest claimed is US\$1,870.59.
10. The interest accruing each day hereafter is US\$1.38.

If, within the time for returning the Acknowledgment of Service, the Defendants, or either of them pays the total amount claimed of US\$7,208.96 (excluding costs of US\$1,294.41) filing fees and fixed costs of US\$304.88 (CI\$250.00), further proceedings will be stayed. The money must be paid to the Plaintiff.

Dated this 7<sup>th</sup> day of June, 1999.



**CHARLES ADAMS, RITCHIE & DUCKWORTH**  
**Attorneys-at-Law for the Plaintiff**

This Statement of Claim was issued by Charles Adams, Ritchie & Duckworth, the Attorneys-at-Law for and on behalf of the Plaintiff herein, whose address for service is P.O. Box 709, Zephyr House, George Town, Grand Cayman, Cayman Islands.