

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: S11 OF 2002

B E T W E E N:

FOSTER BROTHERS LTD

Plaintiff

AND

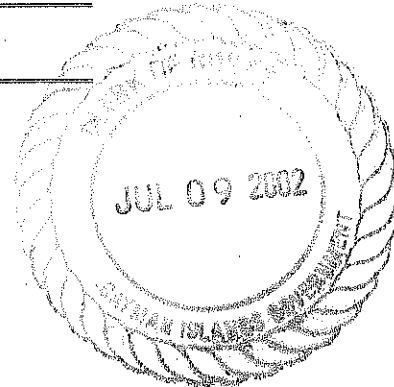
RED BAY DRUGS LTD trading as GRAND HARBOUR
PHARMACY

Defendant

WRIT OF SUMMONS



To: Red Bay Drugs Ltd t/a
Grand Harbour Pharmacy
PO Box 10872 APO
George Town
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 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 495 GT, George Town, Grand Cayman, 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 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 9th day of July 2002

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 Acknowledgement of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. The Plaintiff is a corporation incorporated pursuant to the laws of the Cayman Islands and having its registered office at PO Box 10400APO, Grand Cayman. The Plaintiff is a supplier of pharmaceutical and related domestic products.
2. The Defendant is a corporation incorporated pursuant to the laws of the Cayman Islands and having its registered office at PO Box 10872APO, George Town, Grand Cayman. The Defendant is or was engaged in the provision of pharmaceutical supplies and services to the public, under the trading name of, inter alia, Grand Harbour Pharmacy.
3. The Defendant set up and opened a pharmacy known as Grand Harbour Pharmacy at Grand Harbour, Crewe Road, Red Bay, Grand Cayman at or about the beginning of 2001.
4. The Defendant thereafter ordered certain goods and supplies from the Plaintiff from time to time as the Defendant required by faxing a written order to the Plaintiff.
5. The Plaintiff would deliver such goods and supplies to the Defendant together with a dispatch note which would be signed by an employee of the Defendant who received the goods and supplies. The dispatch note comprised the invoice to the Defendant for goods delivered. Separate statements of account were then rendered monthly to the Defendant.
6. The terms of the contract for the supply and delivery of goods were contained in the statements rendered to the Defendant, alternatively orally agreed as follows:

The Defendant would pay for all goods supplied by the Plaintiff on or before the 15th of the calendar month following the month in which such goods were delivered.

7. From January 2001 through to September 2001, goods and supplies were ordered and delivered and invoices rendered totalling CI\$36,104.72 of which CI\$11,407.30 has been paid by the Defendant to date.
8. The total principal and interest due as at the issuance of this Statement of Claim (9th July 2002) is as follows:

Principal Debt CI\$24,697.42

Interest CI\$1,944.66

9. The Plaintiff has made numerous requests of the Defendant for payment of the outstanding debt due, but the Defendant has refused to pay the Plaintiff. As a result, the Plaintiff is entitled to the relief claimed herein.

AND THE PLAINTIFF claims from the Defendant:

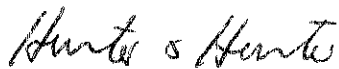
1. CI\$24,697.42 being the principal sum due under the invoices rendered which remains unpaid;
2. Pre-judgment interest of CI\$1,944.66 as of 9th July 2002 at the rate of 6.25% per month on overdue amounts from January 2001 – 30 November 2001 and at the rate of 4.5% per month on overdue amounts from 1 December 2001 to date of judgment.

3. Post-judgment interest pursuant to the Judicature Law (1995) Revision at the rate of 4.5% from date of judgment to date of payment;
4. Costs;
5. Such further and/or alternative relief as this Honourable Court may deem appropriate.

If within the time for returning the Acknowledgement of Service, the Defendant pays the total amount claimed of CI\$24,697.42 plus CI\$1,944.66 interest and CI\$1,396.97 costs (totalling CI\$28,039.05), further proceedings will be stayed. The money must be paid to the Plaintiff or his attorney.

Interest Endorsement

1. The date from which interest accrues is from the 15th of the calendar month following the month in which the goods were supplied and invoiced as set out in the attached schedule of interest calculations.
2. The date from which interest accrues is from the 15th of the calendar month following the month in which the goods were supplied and invoiced as set out in the attached Schedule of Interest Calculation.
3. Total interest claimed as at the date of the issuance of this Writ of Summons is CI\$1,944.66.
4. The amount of interest accruing on a daily basis following the issuance of the Writ is CI\$3.04.



Hunter & Hunter
Attorneys-at-law for the Plaintiff

9th July 2002

TO: The Clerk of the Court

AND TO: Red Bay Drugs Ltd t/a
Grand Harbour Pharmacy
PO Box 10872APO
George Town
Grand Cayman

THIS WRIT was issued by Hunter & Hunter, Attorneys-at Law for the Plaintiffs whose address for service is that of their said Attorneys, namely 75 Fort Street, The Huntlaw Building, P.O. Box 190 GT, Grand Cayman, Cayman Islands (Ref JST00044.004).

SCHEDULE OF INTEREST CALCULATION

Foster Brothers v Grand Harbour Pharmacy

Days accruing interest	Amount overdue	Number of Days	Interest Rate	Amount of interest
15/2-21/2	\$12,719.11	(7 Days)	6.25%	\$ 15.25
22/2-14/3	\$12,650.48	(21 Days)	6.25%	\$ 45.98
15/3-6/4	\$26,123.34	(23 Days)	6.25%	\$102.88
7/4-14/4	\$25,814.91	(8 Days)	6.25%	\$ 35.36
15/4-14/5	\$33,226.74	(30 Days)	6.25%	\$170.69
15/5-11/6	\$33,281.88	(28 Days)	6.25%	\$159.57
12/6-14/6	\$29,368.71	(3 Days)	6.25%	\$ 15.09
15/6-26/6	\$29,915.11	(12 Days)	6.25%	\$ 60.44
27/6-14/7	\$29,136.54	(18 Days)	6.25%	\$ 89.80
15/7-14/10	\$29,383.61	(92 Days)	6.25%	\$462.89
15/10-25/10	\$29,697.42	(11 Days)	6.25%	\$ 55.94
26/10/01-30/11	\$24,697.42	(36 Days)	6.25%	\$152.24
1/12/01-8/7/02	\$24,697.42	(190 Days)	4.5%	\$578.53
Total	\$24,697.42	479 Days		\$1,944.66

Summary:

Principal Debt	CI\$24,697.42
Interest to 9 th July 2002	CI\$ 1,944.66

Total CI\$26,642.08

Interest per day thereafter at CI\$3.04

B E T W E E N:

FOSTER BROTHERS LTD

Plaintiffs

AND

RED BAY DRUGS LTD trading as GRAND HARBOUR
PHARMACY

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

Service of the Writ is acknowledged accordingly

Attorney for []

[Defendant in person]

Address for service:

Notes on address for service

Attorney: Where an attorney represents the Defendant, 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.

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

Hunter & Hunter 75 Fort St, PO Box 190GT, Grand Cayman, Cayman Islands, B.W.I. Ref JST/00044.004

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

**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, P.O. Box 495 GT, 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 indorsed on the Writ (i.e. the words of "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 Acknowledgement of Service, that he intends to apply for stay, execution will be stayed for 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.

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 Acknowledgement 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.