

STATEMENT OF CLAIM

1. The Plaintiff contracted with the Defendant in and about March 2003 for the supply of electrical equipment and other related materials to the Defendant, ("the Contract").
2. Pursuant to the Contract, from March 2003 to November 2003 the Plaintiff provided electrical equipment and other related materials to the Defendant.
3. Despite demand by way of invoices, and written notice, dated 15th December 2003, ("the Notice") the Defendant has failed to make payment in full or part to the Plaintiff in respect of the goods provided by the Plaintiff.
4. As at the date hereof the amount owing from the Defendant to the Plaintiff is US\$27,242.14
5. The Plaintiff also claims interest on the principal sum at the rates laid down in the Judicature Law (1995 Revision) amounting to US\$1,082.60 to the date hereof and continuing to accrue at the daily rate of US\$2.23 per day until judgement or sooner payment.

STATEMENT REGARDING INTEREST:

<u>Invoice No.</u>	<u>Date</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>Interest Claimed</u>
19867300	03/04/03	US\$4,796.00	4 ½% from 4 th March 2003 to 1 st September 2003	US\$ 110.40
			3% from 1 st September 2003 to 31 st March 2004	US\$ 85.20
1046700	03/06/03	US\$401.27	4 ½ % from 6 th March 2003 to 1 st September 2003	US\$ 8.90
			3% from 1 st September 2003 to 31 st March 2004	US\$ 6.39
10480200	03/06/03	US\$1,144.20	4 ½ % from 6 th March 2003 to 1 st September 2003	US\$ 25.76
			3% from 1 st September 2003 to 31 st March 2004	US\$ 19.17

10604300	03/17/03	US\$2,446.03	4 ½ % from 17 th March 2003 to 1 st September 2003	US\$	50.10
			3% from 1 st September 2003 to 31 st March 2004	US\$	42.60
10719100	03/25/03	US\$1,424.00	4 ½ % from 25 th March 2003 to 1 st September 2003	US\$	28.62
			3% from 1 st September 2003 to 31 st March 2004	US\$	25.56
10687700	03/31/03	US\$ 458.95	4 ½ % from 31 st March 2003 to 1 st September 2003	US\$	9.18
			3% from 1 st September 2003 to 31 st March 2004	US\$	8.52
10864900	04/03/03	US\$6,899.70	4 ½ % from 3 rd April 2003 to 1 st September 2003	US\$	129.00
			3% from 1 st September 2003 to 31 st March 2004	US\$	121.41
10922400	04/08/03	US\$2,643.67	4 ½ % from 8 th April 2003 to 1 st September 2003	US\$	47.85
			3% from 1 st September 2003 to 31 st March 2004	US\$	46.86
10929200	04/09/03	US\$ 226.76	4 ½ % from 9 th April 2003 to 1 st September 2003	US\$	4.32
			3% from 1 st September 2003 to 31 st March 2004	US\$	4.26
10946800	04/10/03	US\$ 450.47	4 ½ % from 10 th April 2003 to 1 st September 2003	US\$	8.58
			3% from 1 st September 2003 to 31 st March 2004	US\$	8.52
10937800	04/11/03	US\$ 388.48	4 ½ % from 11 th April 2003 to 1 st September 2003	US\$	7.10
			3% from 1 st September 2003 to 31 st March 2004	US\$	6.39
10997600	04/14/03	US\$4,706.57	4 ½ % from 14 th April 2003 to 1 st September 2003	US\$	82.01

				3% from 1 st September 2003 to 31 st March 2004	US\$	83.07
11051700	04/17/03	US\$ 177.58		4 ½ % from 17 th April 2003 to 1 st September 2003	US\$	2.72
				3% from 1 st September 2003 to 31 st March 2004	US\$	2.13
10765300	05/05/03	US\$ 356.68		4 ½ % from 5 th May 2003 to 1 st September 2003	US\$	4.72
				3% from 1 st September 2003 to 31 st March 2004	US\$	4.26
11133100	05/05/03	US\$ 370.16		4 ½ % from 5 th May 2003 to 1 st September 2003	US\$	4.72
				3% from 1 st September 2003 to 31 st March 2004	US\$	6.39
11250600	05/05/03	US\$1,195.78		4 ½ % from 5 th May 2003 to 1 st September 2003	US\$	17.70
				3% from 1 st September 2003 to 31 st March 2004	US\$	21.30
11251700	05/05/03	US\$ 315.00		4 ½ % from 5 th May 2003 to 1 st September 2003	US\$	4.72
				3% from 1 st September 2003 to 31 st March 2004	US\$	6.39
11654260	06/01/03	US\$ 133.98		4 ½ % from 1 st June 2003 to 1 st September 2003	US\$	1.84
				3% from 1 st September 2003 to 31 st March 2004	US\$	2.13
12071960	07/01/03	US\$ 373.26		4 ½ % from 1 st July 2003 to 1 st September 2003	US\$	3.10
				3% from 1 st September 2003 to 31 st March 2004	US\$	6.39
12513160	08/01/03	US\$ 378.32		4 ½ % from 1 st August 2003 to 1 st September 2003	US\$	1.55
				3% from 1 st September 2003 to 31 st March 2004	US\$	6.39

12892860	09/01/03	US\$ 378.32	3% from 1 st September 2003 to 31 st March 2004	US\$ 6.39
13325360	10/02/03	US\$ 378.32	3% from 2 nd October 2003 to 31 st March 2004	US\$ 5.43
13731560	11/01/03	US\$ 378.32	3% from 1 st November 2003 to 31 st March 2004	US\$ 4.56
Total Interest claimed to date:				<u>US\$1,082.60</u>

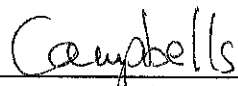
WHEREFORE the Plaintiff claims:

1. Judgement for the sum of US\$27,242.14 plus interest to the date of the Writ in the sum of US\$1,082.60 for a total sum of US\$28,324.74
2. Pre and post judgment interest on the total sum of US\$28,324.74 at the daily rate of US\$2.23 per day from 1st April 2004 until judgement or sooner payment.
3. Alternatively, pre and post-judgment interest pursuant to section 34(1) of the Judicature Law (1995 Revision).
4. Costs.
5. Such further and/or other relief.

If within the time for returning the acknowledgment of service the Defendant pays the total sum claimed of **US\$28,324.74** plus interest calculated at **US\$2.23** per day from 1st April 2004 until payment the further sum of CI\$500.00 in respect of fixed costs and fees of CI\$282.26, further proceedings will be stayed. The funds must be paid to the Bank or its attorney.

DATED April 2004

FILED April 2004



CAMPBELLS
Attorneys at Law for the Plaintiff

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.

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

**Campbells (Ref: JRM)
P O Box 884 G.T.
George Town
Grand Cayman**

Tel: 949 2648

Fax: 949 8613

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 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 495, 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 installments or otherwise.

See over for notes for guidance

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 his 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.