

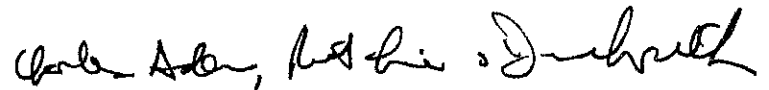
NOTE:- This Writ may not be served later than 4 calendar months (or, if leave is required to effect service out of the jurisdiction, 6 months) beginning with the date of issue unless renewed by Order of the Court.

IMPORTANT

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

INDORSEMENT

The Plaintiff's claim against the Defendants jointly and severally is for CI\$27,985.43 plus interest being the sum due by the Defendants' to the Plaintiff pursuant to a verbal agreement made between the Defendants and the Plaintiff, whereby the Defendants undertook to be jointly and severally liable for and to pay the Plaintiff all sums due to the Plaintiff in respect of goods purchased from him on credit on credit within 30 days of the date of purchase and to pay interest calculated at the rate of 18% per annum, or 1 ½% per month on any sum remaining unpaid for a period in excess of 30 days from the date of purchase.



**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, British West Indies.

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.

Charles Adams, Ritchie & Duckworth
PO Box 709 GT
122 Mary Street,
2nd Floor, Zephyr House
Grand Cayman
Cayman Islands
BWI

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

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.

marked thereon. Copies of the said invoices have been delivered to the Defendants.

5. In breach of the Agreement, the Defendants have failed to pay the purchase price of the goods as set out below:

Total Purchases

3 rd February, 1999 through 6 th August, 2002	CI\$432,886.47
Interest/Finance Charges	CI\$9,480.96
Less Payments	CI\$414,382.00
Balance Owed	CI\$27,985.43

6. By reason of the Defendants' breach of contract, the Plaintiff has suffered loss. The outstanding amount in the Defendants' account is now CI\$27,985.43.
7. By letter dated the 29th May 2003, the Plaintiff, through its then Attorneys-at-Law demanded that the Defendants pay the sum owed, within 14 days thereof.
8. Notwithstanding the said demand, the Defendants have failed and/or refused to make any payment towards the settlement of this debt.

AND THE PLAINTIFF CLAIMS AGAINST THE DEFENDANTS JOINTLY AND SEVERALLY:

1. The sum of CI\$27,985.43.
2. Pre-Judgment Interest on the amount of CI\$27,985.43 at the rate of 1 ½% per month calculated on a daily basis from the 28th March, 2003 to the date of issue of the Writ being CI\$454.74.

3. Post Judgement Interest thereafter pursuant to section 34 of the Judicature Law (2002 Revision) and Judgment Debt (Rate of Interest) Rules.
4. Such further and/or other relief.
5. Costs.

STATEMENT REGARDING INTEREST:

- i. The rate of Pre-Judgment Interest claimed is 1 ½% per month calculated on a daily basis as set out at paragraph 2 above.
- ii. The date from which interest is calculated is 28th March, 2003.
- iii. The interest accruing each day hereafter is CI\$1.15.

If, within the time for returning the Acknowledgement of Service, the Defendants pay the amount claimed of CI\$27,985.43 plus interest of CI\$454.74 (excluding fixed costs of CI\$500.00 and filing fees of CI\$329.85) further proceedings will be stayed. The money must be paid to the Plaintiff.


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

This Statement of Claim was filed by Charles Adams, Ritchie & Duckworth, Attorneys-at-Law for and on behalf of the Plaintiffs herein whose address for service is PO Box 709, Zephyr House, Mary Street, George Town, Grand Cayman, BWI.