

STATEMENT OF CLAIM

1. At all material times, the Plaintiff acted as Attorney-at-Law for the Defendant and the Plaintiff provided professional services to the Defendant under an oral contract in connection with certain matters for which the Defendant sought legal advice (the "Contract.")
2. It was a term of the oral Contract that the Plaintiff would provide professional services to the Defendant and that the Defendant would pay for those services at the Plaintiff's usual rates.
3. It was also a term of the Contract that the Plaintiff would engage the professional services of a barrister and/or experts or other professionals as and when maybe required in connection with the Plaintiff's provision of professional services to the defendant under the contract at such rates as agreed upon by the Plaintiff with such barrister or other professionals.
4. In performance of the Contract the Plaintiff provided professional services to the Defendant on various dates between 1997 and 2004.
5. Also, in performance of the Contract, the plaintiff engaged the services of a barrister, Mr. Emile George Q.C., O.J. of Solomon Harris, Attorneys-at-Law ("Mr. George") in connection with the Contract and the Defendant, in the presence of Mr. George and the Plaintiff, agreed that the Defendant would pay the Plaintiff for the professional services of Mr. George and further, the Defendant reassured the Plaintiff and Mr. George that the Defendant had certain "financial backers" that would be assisting the Defendant with the payment of the legal expenses involved in the Defendant's matter.
6. Enclosed in a letter of 9th January, 2003 Mr. George sent an interim fee note dated 9th January, 2003 to the Plaintiff in connection with professional services that Mr. George was providing in connection with the Contract and Mr. George requested that the Plaintiff make a full and final settlement of the interim fee note.
7. In accordance with the terms of the engagement with Mr. George for his professional services in connection with the Contract the interim fee note dated 9th January, 2003 became due on or around 22nd January, 2003.
8. On or around 20th January, 2003 Mr. George issued an updated fee note in the amount of US\$16, 875.00 directly to the Defendant. On 20th January, 2003 Mr. George sent a letter to the Defendant enclosing the said fee note.

9. The new interim fee note dated 20th January, 2003 became due to the Plaintiff from the Defendant on or around 3rd February, 2003. Despite demands for payment made by both the Plaintiff and Mr. George to the Defendant the Defendant has failed to pay the sums due to the Plaintiff fully or at all.
10. As at 30th January, 2004 the legal fees of US\$16, 875.00 excluding interest, were still outstanding. The Plaintiff owed these fees to Mr. George for his professional services in connection with the Contract and the Defendant owed these fees to the Plaintiff for engaging the services of Mr. George pursuant to the Contract.
11. As a result of the non payment of the aforementioned sum Mr. George is also claiming interest on the outstanding balance amounting to U.S.\$2,025.00 calculated at an interest rate of 12% from 3rd February, 2003 to 31st January, 2004. Therefore, the total amount of fees outstanding as of 31st January, 2004 were US\$18, 900.00.
12. The Plaintiff claims interest upon the debt claimed herein pursuant to Section 34 of the Judicature Law (1995 Revision) at the rate of 6 ¼ % from 3rd February, 2003 to 31st August, 2003 and at the rate of 3% from 1st September, 2003 to date or for such other period and at such rates as the Court deems just and further interest pursuant to the said Law at the said rates to date of judgment or sooner payment.

AND THE PLAINTIFF CLAIMS:

1. the Debt of US\$18, 900.00 to date and continuing.
2. Interest to be assessed pursuant to paragraph 12 hereof and continuing for such other period and at such other rates as the Court deems just from the date of issue of the Writ herein until payment or judgment whichever is earlier.
3. Costs.
4. Further and or/other relief.

If within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of US\$18, 900.00 (including interest and costs) further proceedings will be stayed.

Dated this *11th* day of *June*, 2004


KEITH COLLINS & COMPANY

To Bailiff: Law Courts Building
George Town,
Grand Cayman.

And To: Mr. Leroy Johnson
64 Almond Avenue
Prospect
Grand Cayman.