

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 24 OF 2005

BETWEEN:

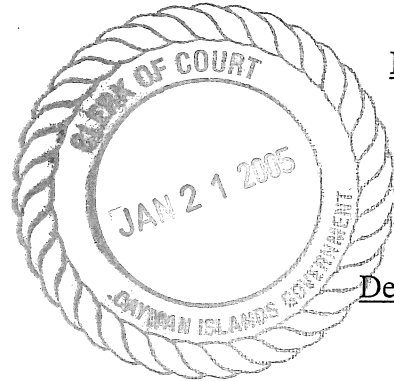
OGIER & BOXALLS

Plaintiff

AND:



NICOLE FOSTER



Defendant

WRIT OF SUMMONS

TO: NICOLE FOSTER, 18 South Ridge Cottage, Christ Church, Barbados.

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 28 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 Acknowledgment 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 21st day of January, 2005.

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.

STATEMENT OF CLAIM

1. The Defendant was a resident of the Cayman Islands at all material times. The Plaintiff is a firm of Cayman Islands Attorneys at Law.
2. By an agreement in writing contained in and evidenced by an engagement letter dated 8 March 2004, made between and signed by or on behalf of the Plaintiff and the Defendant ("the Contract"), the Plaintiff was retained by the Defendant to defend a claim brought against the Defendant by Woodrow Stephen Foster.
3. The Contract to which the Plaintiff will refer as may be necessary for its full terms, meaning and effect, provided, *inter alia*, as follows:

"6.(a) Funds on account

It is our practice to require funds on account against anticipated fees and disbursements. Accordingly, please arrange for a wire transfer of CI\$1,230.00 (US\$1,500.00) to the Ogier and Boxalls trust account (details of which are set out at the bottom of this letter). Money will be held on trust, used to pay any disbursements, and the balance set off against our invoice in due course."

"6.(b) Timing of billing and payment

Our accounts are usually rendered in arrears and generally include all charges and out-of-pocket expenses incurred up to the date in the bill. Generally an invoice is raised monthly. All invoices are payable within 30 days of receipt."

4. In furtherance of the Contract the Defendant paid a retainer to the Plaintiff of US\$1,500.00 on 10 March 2004 and the Plaintiff provided legal services to the Defendant pursuant to the said Contract.
5. Pursuant to the Contract the Plaintiff delivered to the Defendant invoices for its services in connection with these matters as follows:

	Invoice Number	Invoice Date	Invoice Total	Total Outstanding
(1)	19315	16 April 2004	CI\$8,145.05	CI\$0.00
(2)	19566	12 May 2004	CI\$17,753.96	CI\$7,700.00

(3)	19814	18 June 2004	CI\$39,889.33	CI\$39,889.33
(4)	20104	15 July 2004	CI\$24,762.48	CI\$24,762.48
(5)	20375	13 August 2004	CI\$8,827.50	CI\$8,827.50
(6)	20624	5 October 2004	CI\$7,614.35	CI\$7,614.35

6. The first invoice dated 16 April 2004 in the sum of CI\$8,145.05 was paid in full. The retainer in the amount US\$1,500.00 (CI\$1,230.00) was applied to this invoice on 29 April 2004 and the remaining CI\$6,915.05 was paid by part of cheque number 034353 on 13 July 2004.
7. The second invoice dated 12 May 2004 in the sum of CI\$17,753.96 was paid in part in the following installments:
- (a) cheque number 002896 in the amount CI\$300.00 on 28 May 2004;
 - (b) remainder of cheque number 034353 in the amount CI\$3,084.95 on 13 July 2004;
 - (c) cheque number 034370 in the amount CI\$4,669.01 on 13 July 2004; and
 - (d) cheque number 000144 from Hyacinth King in the amount CI\$2,000.00 on 30 September 2004.

The total paid in the four above installments is CI\$10,053.96, leaving an outstanding balance of CI\$7,700.00 on that invoice.

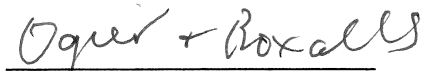
8. As of 30 September 2004 (the date on which the final payment was received) the total invoiced amount which had been outstanding for longer than 30 days was CI\$81,179.31.
9. The fifth and final invoice was payable on or before 4 November 2004. The total amount of the outstanding invoices listed in paragraph 5 above is CI\$88,793.66 and this total amount has been outstanding since 5 November 2004.
10. In breach of the Contract the Defendant has failed to make payment to the Plaintiff of the outstanding sum of CI\$88,793.66.
11. In the premises, the Defendant is indebted to the Plaintiff in the sum of CI\$88,793.66.
12. The Plaintiff claims interest pursuant to Section 34 of the Judicature Law (2004 Revision) at the prescribed rate of 3% per annum from 1 October 2004 until the 21

January 2005 amounting to CI\$795.55. A calculation of interest at the prescribed rates is set out in the Schedule attached hereto.

AND the Plaintiff claims:

1. The sum of CI\$88,793.66; and
2. Interest pursuant to Section 34 of the Judicature Law (2002 Revision) at the prescribed rates, being:
 - (1) To 21 January 2005 hereof the sum of CI\$795.55;
 - (2) From 21 January 2005 the daily rate of CI\$7.30, or such other rate as may be prescribed
3. Alternatively, interest as aforesaid for such periods and at such rate as to the Court may seem just;
4. Costs.

If, within the time for returning the Acknowledgement of Service, the Defendant pays the total amount claimed of CI\$89,589.21 (including interest) and CI\$150 and CI\$795.89 paid as the fees on the issue hereof and CI\$500.00 fixed costs further proceedings will be stayed. The money must be paid to the Plaintiff.


OGIER & BOXALLS
Attorneys for the Plaintiff

SCHEDULE

Outstanding Amount	Number of Days	Daily Interest Rate (3% per annum)	Interest Amount
CI\$81,179.31	1 October 2004 to 4 November 2004 (35 days)	6.67	233.45
CI\$88,793.66	5 November to 21 January 2005 (77 days)	7.30	562.10
TOTAL INTEREST:			CI\$795.55