

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE No. 174 of 2005

BETWEEN:

OGIER & BOXALLS
[formerly Boxalls]
(A Firm)

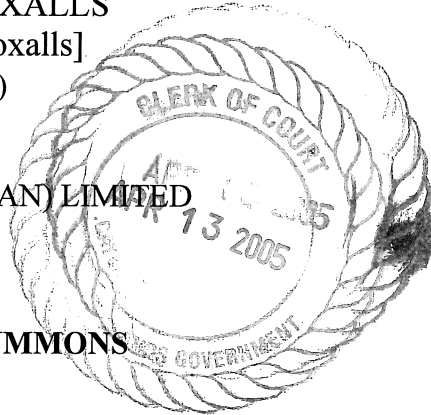
Plaintiff

AND:

BRISTOL (CAYMAN) LIMITED

Defendant

WRIT OF SUMMONS



TO: Bristol (Cayman) Ltd. whose registered address is c/o of Cayman National Trust, PO Box 10350 APO, Cayman National Bank Building, # 200 Elgin Avenue, George Town, Grand Cayman, Cayman Islands

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 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 Plaintiffs may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 13th day of April 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 is a company incorporated under the laws of the Cayman Islands whose registered address is c/o Cayman National Trust, PO Box 10350 APO, Cayman National Bank Building, # 200 Elgin Avenue, George Town, Grand Cayman, Cayman Islands. The Plaintiff is a firm of Cayman Islands attorneys.
2. By an agreement in writing contained in and evidenced by an engagement letter dated 6th June 2003, made between and signed by or on behalf of the Plaintiff and the Defendant (“the Agreement”), the Plaintiff was retained by the Defendant to defend a claim brought against the Defendant in the Grand Court, the short reference to the title of which is *Bart Investments Limited v Bristol (Cayman) Limited*, Cause No. 325 of 2003.
3. The Agreement 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 US\$5,000.00 to the 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 Agreement the Defendant paid a retainer to the Plaintiff of US\$5,000 and the Plaintiff provided legal services to the Defendant pursuant to the said Agreement.
5. Pursuant to the Agreement the Plaintiff delivered to the Defendant invoices for its services in connection with these matters and in particular delivered the following invoices: -

Invoice Number	Invoice Date	Invoice Total	Total Outstanding
(1) 19799	17 th June 2004	CI\$3,641.08	CI\$810.58
(2) 20103	14 th July 2004	CI\$2,273.80	CI\$2,273.80
(3) 20374	13 th August 2004	CI\$4,390.50	CI\$4,390.50
(4) 20583	24 th September 2004	CI\$768.75	CI\$768.75

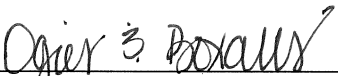
6. Invoice No. 19799 dated 17th June 2004 was paid in part only; the other invoices referred to in paragraph 5 above have not been paid.
7. In breach of the Agreement and despite repeated demands, the Defendant has failed and/or refused to pay to the Plaintiff the sum of CI\$8,243.63 and the Defendant is indebted to the Plaintiff in the said sum.
8. Further, the Plaintiff claims interest on the said sum of CI\$8,243.63 pursuant to Section 34 of the Judicature Law (2004 Revision) at the prescribed Judgment Debt rate of 3% per annum from the date of issue hereof and continuing thereafter at the Judgment Debt rate in force from time to time until judgment herein or sooner payment in full.

AND the Plaintiff CLAIMS: -

- (1) under paragraph 7 hereinabove, the sum of CI\$8,243.63;
- (2) under paragraph 8 hereinabove, interest on the sum of CI\$8,243.63, at the rate of CI\$0.678 *per diem* or at the prescribed Judgment Debt rate in force from time to time or at such rate as the Court may think fit, from the date of issue hereof until judgment herein or sooner payment in full of the sum claimed;

(3) costs.

If, within the time for returning the Acknowledgement of Service, the Defendant pays the total amount claimed of CI\$8,243.63 (including interest from the date of issue hereof until the date of payment at the rate of CI\$0.68 per day) together with the sum of CI\$150, being the fees for the issue hereof, and CI\$250, being the fixed costs to which the Plaintiff is entitled, further proceedings will be stayed. The money must be paid to the Plaintiff.



OGIER & BOXALLS
Plaintiff

This WRIT OF SUMMONS and STATEMENT OF CLAIM was issued by Ogier & Boxalls, Attorneys at Law, whose address for service is: PO Box 1234GT, 3rd Floor, Queensgate House, South Church Street, George Town, Grand Cayman, British West Indies (2148-0004/WJH).

**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 495GT, 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 (ie., 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 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 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 of 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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

174
CAUSE NO. of 2005

BETWEEN:

OGIER & BOXALLS

[formerly Boxalls]
(A Firm)

PLAINTIFF

- and -

BRISTOL (CAYMAN) LIMITED

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 of Summons is being acknowledged.

2. State whether the Defendant intends to contest or otherwise participate in 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 of Summons is acknowledged accordingly.

Attorney for the Defendant

Address for service:

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 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.

OGIER & BOXALLS
Attorneys
PO BOX 1234GT
3rd Floor, Queensgate House
George Town, Grand
Cayman
Cayman Islands
British West Indies

T: 345 949 9876
F: 345 949 1987

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