

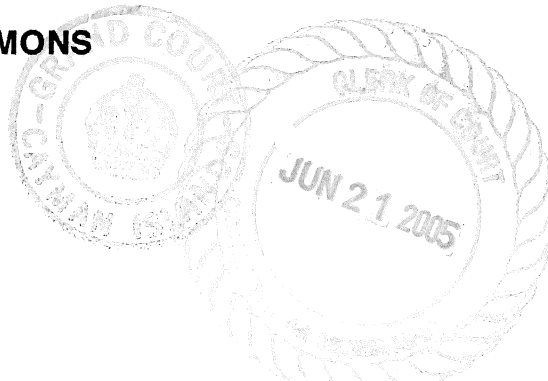
IN THE GRAND COURT OF THE CAYMAN ISLAND

CAUSE NO. 283 of 2005

BETWEEN: **BROOKS & BROOKS (A Firm)** **PLAINTIFF**
AND; **OWEN POWIS** **DEFENDANT**

WRIT OF SUMMONS

TO: Mr Owen Powis



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 G, George Town, Grand Cayman, the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgement within the time stated, or if you return the Acknowledgement without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and Judgement may be entered against you forthwith without further notice.

Issued this day of June, 2005

NOTE: This Writ may not be served later than 4 calender months beginning with the date of the issue unless renewed by Order of the Court.

IMPORTANT

Directions for Acknowledgement of Service are given with the accompanying form

STATEMENT OF CLAIM

- 1 The Plaintiff is a firm which employs Attorneys At Law who practise law in the Cayman Islands.
- 2 The Defendant is a resident of the Cayman Islands and at the material time he was a client of the Plaintiff.
- 3 On or about 20th August, 2005 the Defendant requested representation in certain Immigration matters of the Plaintiff and the Plaintiff agreed to so act on the Defendant's behalf.
- 4 It was an expressed term of the agreement that the Defendant would pay the Plaintiff for its services.
- 5 Having carried out the work agreed to by the Defendant, the Defendant in accordance with the said Agreement paid some of the funds outstanding to the Plaintiff.
- 6 The Plaintiff and the Defendant then agreed to enter into a Promissory Note for the balance outstanding which Promissory Note was entered into on 11th October, 2004.
- 7 It was an expressed term of the said Promissory Note that the Defendant would pay off the amount then outstanding of CI\$4,572.70 at a rate of CI\$457.27 fortnightly commencing on 11th October, 2004 and that such payments would continue until the total amount plus any accrued interest had been paid off.
- 8 It was further a term of the said Promissory Note that the Defendant would pay interest at the rate of 10% per annum on the reducing balance.
- 9 In breach of the said Agreement and the terms of the Promissory Note, although the Defendant made some payments on the account he has neglected to do so since in or about 12th November, 2004.
- 10 As a result of the said breach the Plaintiff has suffered loss in that it has not been paid the funds outstanding to it.

WHEREFORE THE PLAINTIFF CLAIMS:

- (a) Principal Amount outstanding (to 21st June, 2005) CI\$3,895.57
- (b) Interest as per the terms of the Promissory Note of 10% per annum which is accruing at CI\$1.06 per day until the date of payment.
- (c) Legal Fees and costs

Dated this 21st day of June, 2005.


BROOKS & BROOKS
 Attorneys At Law for the Plaintiff

To: The Clerk of the Courts

And To: The Defendant

THIS WRIT OF SUMMONS was filed by Brooks & Brooks Attorneys At Law for and on behalf of the Plaintiff herein whose address for service is that of his said Attorneys At Law One, Artillery Court , P O Box 1355GT GRAND CAYMAN

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**ACKNOWLEDGEMENT 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 judgement 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 is being acknowledged:

2 State whether the Defendant intends to contest the proceedings (Tick appropriate box)

Yes

No

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 judgement entered by the Plaintiff(Please tick box)

Yes

No

Service of Writ is acknowledged accordingly

Signed _____

Please complete oveleaf

(Attorney) for

(Defendant in Person)

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

**Brooks & Brooks
Attorneys At Law
P O Box 1355 GT
GRAND CAYMAN**

(One, Artillery Court, George Town, Grand Cayman)

Indorsement by the defendant's attorney (or by the defendant if suing in person) of his name, address and residence, if any in the box below