

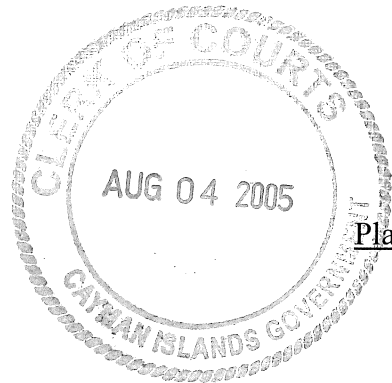
IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 353 OF 2005

BETWEEN:



OGIER & BOXALLS



Plaintiff

AND:

BENJAMIN WRIGHT

Defendant

WRIT OF SUMMONS

TO: BENJAMIN WRIGHT, P.O. Box 1025 G.T., 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 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 2nd day of August, 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 resident of the Cayman Islands. 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 2 May 2000, 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 Marcella Bodden in Grand Court Cause No. 811 of 1999.
3. In furtherance of the Contract the Plaintiff provided legal services to the Defendant pursuant to the said Contract.
4. 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)	6467	2 March 2000	CI \$431.85	CI \$ 431.85
(2)	6730	4 April 2000	CI \$2,467.50	CI \$ 2,899.35
(3)	7207	8 June 2000	CI \$33,637.50	CI \$36,536.85
(4)	7505	11 July 2000	CI \$17,784.35	CI \$54,321.20
(5)	7687	3 August 2000	CI \$15,075.50	CI \$69,396.70
(6)	7890	31 August 2000	CI \$5,843.75	CI \$75,240.45
(7)	8037	3 October 2000	CI \$2,397.00	CI \$77,637.45
(8)	8233	3 November 2000	CI \$1,382.50	CI \$79,019.95
(9)	8453	4 December 2000	CI \$675.00	CI \$79,694.95
(10)	8622	5 January 2001	CI \$2,463.00	CI \$82,157.95
(11)	8860	5 February 2001	CI \$2,357.25	CI \$84,515.20
(12)	9141	5 March 2001	CI \$701.75	CI \$85,216.95
(13)	9388	5 April 2001	CI \$1,632.00	CI \$86,848.95
(14)	9622	15 May 2001	CI \$1,869.50	CI \$88,718.45
(15)	9701	5 June 2001	CI \$761.50	CI \$89,479.95
(16)	9885	4 July 2001	CI \$369.50	CI \$89,849.45
(17)	10317	2 August 2001	CI \$794.50	CI \$90,643.95
(18)	10769	31 August 2001	CI \$1,444.50	CI \$92,088.45
(19)	10955	30 September 2001	CI \$3,351.50	CI \$95,439.95
(20)	11161	31 October 2001	CI \$1,010.00	CI \$96,449.95

(21) 11687 31 December 2001 CI \$304.00 CI \$96,753.95

5. As of 12 March 2002 the total invoiced amount which remained outstanding was CI \$96,753.95.
6. On 12 March 2002, the Defendant attended the offices of the Plaintiff and made an offer to pay the outstanding amount by monthly installments of CI \$2,000.00. Such offer was accepted by the Plaintiff.
7. Following the Plaintiff's acceptance of the offer the Defendant entered into a Promissory Note, whereby the Defendant promised to pay to the Plaintiff the sum of CI \$96,753.95 by monthly installments of CI \$2,000.00 each payable on the 6th business day of each calendar month commencing 8 April 2002.
8. Pursuant to the Promissory Note the Defendant made seven sporadic payments as follows:

	Date of Payment	Amount of Payment
(1)	4 April 2002	CI \$2,000.00
(2)	3 May 2002	CI \$2,000.00
(3)	4 June 2002	CI \$2,000.00
(4)	22 July 2002	CI \$2,000.00
(5)	6 August 2002	CI \$2,000.00
(6)	10 March 2004	CI \$2,000.00
(7)	17 June 2004	CI \$4,000.00

9. In breach of the Contract and in breach of the Promissory Note the Defendant has failed to make payment to the Plaintiff of the outstanding sum of CI \$80,753.95.
10. In the premises, the Defendant is indebted to the Plaintiff in the sum of CI \$80,753.95.
11. The Plaintiff claims interest pursuant to paragraph 1 of the Promissory Note on the balance from time to time outstanding at the agreed rate of nine percent (9%) per annum from 12 March 2002 until 31 July 2005 amounting to CI \$27,641.65. A calculation of interest at the prescribed rate is set out in the Schedule attached hereto.

12. Alternatively, the Plaintiff claims interest pursuant to s. 34(1) of the Judicature Law (2004 Revision) at the prescribed rate and for such periods as the Court thinks fit.

AND the Plaintiff claims:

1. The sum of CI \$80,753.95;
2. Interest pursuant to paragraph 1 of the Promissory Note at the agreed rate, being:
 - (1) To 31 July 2005 hereof the sum of CI \$27,641.65;
 - (2) From 1 August 2005 the daily rate of CI \$22.33, 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; and
4. Costs.

If, within the time for returning the Acknowledgement of Service, the Defendant pays the total amount claimed of CI \$108,395.60 (including interest) and CI\$150.00 and CI \$707.54 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

OGIER & BOXALLS
Attorneys for the Plaintiff

**TABLE OF INTEREST PAYABLE AND PAYMENTS
MADE BY BENJAMIN WRIGHT**

(Pursuant to the Promissory Note dated 12th March 2002)

(All amounts are in C\$, Interest is charged at 9%)

Date	Principal	Number of Days Interest	Daily Interest Rate	"New" Interest to Date	Total Accumulated Interest (less payments made)	Payments Made	Total Principal and Interest (Total Due)
12/Mar/02	\$96,753.95	0	\$23.86	\$0.00	\$0.00	\$0.00	96,753.95
31/Mar/02	\$96,753.95	19	\$23.86	\$453.29	\$453.29	\$0.00	97,207.24
04/Apr/02	\$96,753.95	4	\$23.86	\$95.43	\$548.71	\$2,000.00	95,302.66
30/Apr/02	\$95,302.66	26	\$23.50	\$610.98	\$610.98	\$0.00	95,913.65
03/May/02	\$95,302.66	3	\$23.50	\$70.50	\$681.48	\$2,000.00	93,984.14
31/May/02	\$93,984.14	28	\$23.17	\$648.88	\$648.88	\$0.00	94,633.02
04/Jun/02	\$93,984.14	4	\$23.17	\$92.70	\$741.57	\$2,000.00	92,725.72
30/Jun/02	\$92,725.72	26	\$22.86	\$594.46	\$594.46	\$0.00	93,320.18
22/Jul/02	\$92,725.72	22	\$22.86	\$503.01	\$1,097.47	\$2,000.00	91,823.18
31/Jul/02	\$91,823.18	9	\$22.64	\$203.77	\$203.77	\$0.00	92,026.96
06/Aug/02	\$91,823.18	6	\$22.64	\$135.85	\$339.62	\$2,000.00	90,162.80
31/Aug/02	\$90,162.80	25	\$22.23	\$555.80	\$555.80	\$0.00	90,718.60
30/Sep/02	\$90,162.80	30	\$22.23	\$666.96	\$1,222.76	\$0.00	91,385.56
31/Oct/02	\$90,162.80	31	\$22.23	\$689.19	\$1,911.95	\$0.00	92,074.75
30/Nov/02	\$90,162.80	30	\$22.23	\$666.96	\$2,578.90	\$0.00	92,741.71
31/Dec/02	\$90,162.80	31	\$22.23	\$689.19	\$3,268.09	\$0.00	93,430.90
31/Jan/03	\$90,162.80	31	\$22.23	\$689.19	\$3,957.28	\$0.00	94,120.09
28/Feb/03	\$90,162.80	28	\$22.23	\$622.49	\$4,579.78	\$0.00	94,742.58
31/Mar/03	\$90,162.80	31	\$22.23	\$689.19	\$5,268.97	\$0.00	95,431.77
30/Apr/03	\$90,162.80	30	\$22.23	\$666.96	\$5,935.92	\$0.00	96,098.73
31/May/03	\$90,162.80	31	\$22.23	\$689.19	\$6,625.11	\$0.00	96,787.92
30/Jun/03	\$90,162.80	30	\$22.23	\$666.96	\$7,292.07	\$0.00	97,454.87
31/Jul/03	\$90,162.80	31	\$22.23	\$689.19	\$7,981.26	\$0.00	98,144.06
31/Aug/03	\$90,162.80	31	\$22.23	\$689.19	\$8,670.45	\$0.00	98,833.25
30/Sep/03	\$90,162.80	30	\$22.23	\$666.96	\$9,337.41	\$0.00	99,500.21
31/Oct/03	\$90,162.80	31	\$22.23	\$689.19	\$10,026.60	\$0.00	100,189.40
30/Nov/03	\$90,162.80	30	\$22.23	\$666.96	\$10,693.56	\$0.00	100,856.36
31/Dec/03	\$90,162.80	31	\$22.23	\$689.19	\$11,382.75	\$0.00	101,545.55
31/Jan/04	\$90,162.80	31	\$22.23	\$689.19	\$12,071.93	\$0.00	102,234.74

**TABLE OF INTEREST PAYABLE AND PAYMENTS
MADE BY BENJAMIN WRIGHT**

(Pursuant to the Promissory Note dated 12th March 2002)

(All amounts are in C\$, Interest is charged at 9%)

29/Feb/04	\$90,162.80	29	\$22.23	\$644.73	\$12,716.66	\$0.00	102,879.46
10/Mar/04	\$90,162.80	10	\$22.23	\$222.32	\$10,938.98	\$2,000.00	101,101.78
31/Mar/04	\$90,162.80	21	\$22.23	\$466.87	\$11,405.85	\$0.00	101,568.65
30/Apr/04	\$90,162.80	30	\$22.23	\$666.96	\$12,072.81	\$0.00	102,235.61
31/May/04	\$90,162.80	31	\$22.23	\$689.19	\$12,762.00	\$0.00	102,924.80
17/Jun/04	\$90,162.80	17	\$22.23	\$377.94	\$9,139.94	\$4,000.00	99,302.74
30/Jun/04	\$90,162.80	13	\$22.23	\$289.02	\$9,428.96	\$0.00	99,591.76
31/Jul/04	\$90,162.80	31	\$22.23	\$689.19	\$10,118.14	\$0.00	100,280.95
31/Aug/04	\$90,162.80	31	\$22.23	\$689.19	\$10,807.33	\$0.00	100,970.14
30/Sep/04	\$90,162.80	30	\$22.23	\$666.96	\$11,474.29	\$0.00	101,637.10
31/Oct/04	\$90,162.80	31	\$22.23	\$689.19	\$12,163.48	\$0.00	102,326.28
30/Nov/04	\$90,162.80	30	\$22.23	\$666.96	\$12,830.44	\$0.00	102,993.24
31/Dec/04	\$90,162.80	31	\$22.23	\$689.19	\$13,519.63	\$0.00	103,682.43
31/Jan/05	\$90,162.80	31	\$22.23	\$689.19	\$14,208.82	\$0.00	104,371.62
28/Feb/05	\$90,162.80	28	\$22.23	\$622.49	\$14,831.31	\$0.00	104,994.12
31/Mar/05	\$90,162.80	31	\$22.23	\$689.19	\$15,520.50	\$0.00	105,683.31
30/Apr/05	\$90,162.80	30	\$22.23	\$666.96	\$16,187.46	\$0.00	106,350.26
31/May/05	\$90,162.80	31	\$22.23	\$689.19	\$16,876.65	\$0.00	107,039.45
30/Jun/05	\$90,162.80	30	\$22.23	\$666.96	\$17,543.61	\$0.00	107,706.41
31/Jul/05	\$90,162.80	31	\$22.23	\$689.19	\$18,232.80	\$0.00	108,395.60

**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 495 GT, 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 (i.e., the words "Statement of Claim" appear on the top of page 2), the Defence must be served within 28 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 28 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 28 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

CAUSE NO. 353 OF 2005

BETWEEN:

OGIER & BOXALLS

Plaintiff

AND:

BENJAMIN WRIGHT

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:

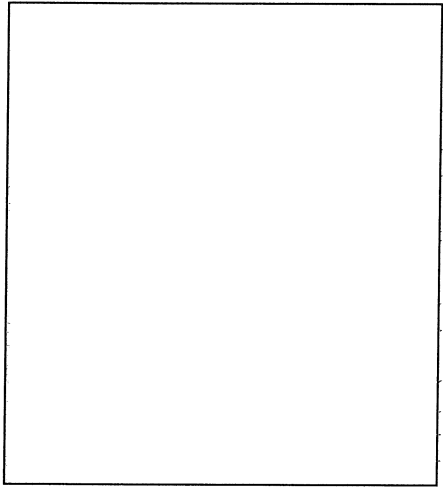
Attorney: where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

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-at-Law PO Box 1234GT George Town Grand Cayman, Cayman Islands British West Indies (Reference: 1366-0006/JCC)

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

A large, empty rectangular box with a thin black border, intended for the indorsement by the defendant's attorney or the defendant.