

THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 237 OF 2006

BETWEEN:

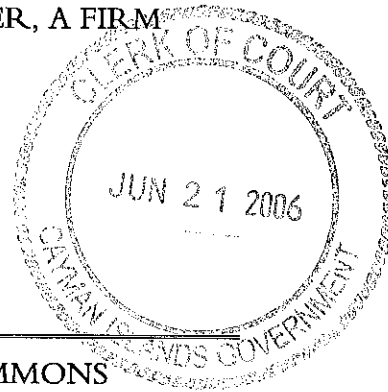
APPLEBY SPURLING HUNTER, A FIRM

Plaintiff

AND

HERBERT HUDDLESTON

Defendant



WRIT OF SUMMONS

TO: Herbert Huddleston
#1 Bellaire Villas, Bellaire Drive
PO Box 10377 APO
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, PO Box 495GT, 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 judgment may be entered against you forthwith without further notice.

Issued this day of June 2006.

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 Acknowledgement of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. The Plaintiff is a law firm, whose principal place of business is located at PO Box 190 GT, 75 Fort Street, George Town, Grand Cayman.
2. The Defendant is an individual who resides at #1 Bellaire Villas, Bellaire Drive Grand Cayman, Cayman Islands with a mailing address of P.O. Box 10377 APO, Grand Cayman, Cayman Islands.
3. In or about the fall of 1999, the Defendant engaged the services of the Plaintiff to assist him in divorce proceedings in Cause No D106 of 1999. The Plaintiff firm and the Defendant agreed, either expressly or impliedly, that the engagement was, *inter alia*, on the following terms:
 - a. The Plaintiff would provide legal services to the Defendant in the stated proceeding;
 - b. The Plaintiff would render invoices for such services based on the time expended on the matter at the billable rates of the attorneys engaged on the file; and
 - c. The Defendant would promptly pay invoices upon rendering.

The Plaintiff did provide legal services and incurred expenses on the behalf of the Defendant.

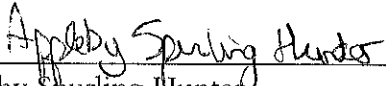
4. On 8 June 2001, the Plaintiff rendered the first invoice, which was paid with a retainer of US\$1,500.00 that was on file. Thereafter the following invoices were rendered and paid as indicated below:

| Date | Invoice | Amount | Paid | Owing |
|---------------|---------|------------|--|-------------|
| 8 June 2001 | 17346 | \$1,205.60 | 8 June 2001 | 0.00 |
| 5 Nov 2002 | 36800 | \$557.80 | 19 Nov 2002 | 0.00 |
| 27 Nov 2003 | 46375 | \$2,325.50 | 28 May 2004 | 0.00 |
| 30 April 2005 | 58328 | \$7,760.65 | 9 Aug 2005 5 Sept 2005 11 Nov 2005 6 Dec 2005 5 Jan 2006 | \$5162.01 |
| 7 Sept 2005 | 61492 | \$6,296.88 | | \$6,296.88 |
| 12 Oct 2005 | 62269 | \$1,997.25 | | \$1,977.25 |
| 15 Nov 2005 | 63046 | \$5,684.14 | | \$5,684.14 |
| 29 Dec 2005 | 63931 | \$2,289.06 | | \$2,289.06 |
| 30 Jan 2006 | 65163 | \$336.25 | | \$336.25 |
| 27 Feb 2006 | 66478 | \$311.50 | | \$311.50 |
| | | | Total | \$22,057.09 |

5. On 29 July 2005, an Engagement letter was signed by the Defendant agreeing to the terms of paragraph 3 above plus, inter alia, the following:
 - a. The Defendant would pay 18% interest per annum on all unpaid invoices; and
 - b. The Defendant would pay to the Plaintiff on an indemnity basis all legal costs and disbursements incurred by the Plaintiff resulting from or following a default of payment of one or more invoices.
6. Partial payments were received by the Plaintiff from the Defendant on this account on various dates as shown on the chart in paragraph 4 above. Despite numerous demands made by the Plaintiff to the Defendant, no further payments have been received by the Plaintiff on the Defendant's account since 5 January 2006. The balance outstanding on the account as at that date is US\$22,057.09.
7. The balance outstanding on the account as at the date of filing this Statement of Claim is US\$22,057.09.
8. Therefore, the Defendant is indebted to the Plaintiff for legal services and disbursements in the amount of US\$22,057.09 plus costs of this proceeding and interest in accordance with the Judicature Law (2004 Revision).
9. As a result of the above, the Plaintiff is entitled to the relief claimed.

AND THE PLAINTIFF CLAIMS:

1. Principal in the amount of CI\$22,057.09 in respect of the above-pleaded unpaid account;
2. Pre-Judgment Interest in the amount of US\$1,388.90 from 30 April 2005 in accordance with the Judicature Law (2004 Revision) and the Judgment Debts (Rates of Interest) Rules as amended and from 29 July 2006 pursuant to the terms of the Engagement letter as pleaded at paragraph 5 above;
3. Post-Judgment Interest in accordance with the Judicature Law (2004 Revision) and the Judgment Debts (Rates of Interest) Rules as amended; and
4. Costs as taxed or as may be agreed.



Appleby Spurling Hunter
Attorneys-at-Law for the Plaintiff

Plaintiff's address for service

Appleby Spurling Hunter
Attorneys-at-Law
The Clifton House
75 Fort Street
P.O. Box 190 GT
Grand Cayman
Tel: 949-4900
Fax: 949-4901

Ref: CJJ/04834.666

INDORSEMENT

The amount claimed in respect of the debt is US\$22,057.09 as principal and US\$1,388.90 interest with costs to be assessed. If, within the time for returning the acknowledgement of service, the defendant pays the plaintiff or its attorneys-at-law the total amount claimed in principal, interest and the costs of issuing the writ of summons (CI\$221.87)(US\$270.58), further proceedings will be stayed. The money must be paid to the plaintiff or to its attorneys-at-law. If no payment is made, the Plaintiff elects to have costs taxed.

INDORSEMENT REGARDING INTEREST

(Order 6 (2)(e) of the Grand Court Rules)

- i. The prescribed rate of interest during the relevant period from 30 April 2005 is 3% per annum to 29 July 2005. The rate of interest pursuant to the Terms of Engagement from 29 July 2006 until settlement is 18% per annum.
- ii. The total interest claimed as at the date of the issue of the writ of summons is US\$1,388.90.
- iii. The amount of interest accruing each day following the issue of the writ of summons is US\$6.17 per day.

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 communication for him should be sent. In the case of a limited company, "residence" means its registered or 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.

Appleby Spurling Hunter
Attorneys-at-Law
75 Fort Street
P.O. Box 190 GT
Grand Cayman
Tel: 949-4900
Fax: 949-4901
Ref: CJJ/04834.666

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

