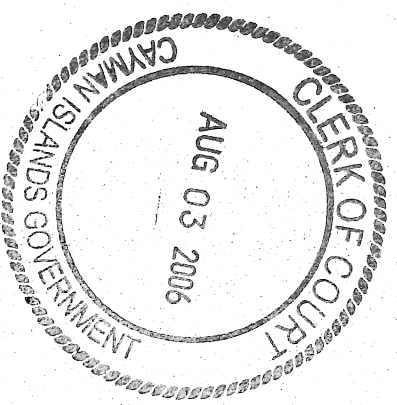


IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. ³²⁵ OF 2006

BETWEEN:

- (1) MOLSON COORS BREWING CO
- (2) JOHNSON DIVERSEY EUROPE BV
- (3) COMMERCIAL MARKETS HOLD CO INC
- (4) MRS S CURTIS JOHNSON III
- (5) MRS HELEN JOHNSON-LEIPOLD
- (6) MR CLIFTON LOUIS
- (7) MRS IMOGENE P. JOHNSON
- (8) NALCO HOLDING CO
- (9) NALCO SAUDI CO LIMITED
- (10) KIMBERLY-CLARK CORPORATION



PLAINTIFFS

AND:

- (1) ABC INTERNATIONAL

DEFENDANT

WRIT OF SUMMONS

TO: **ABC INTERNATIONAL**
c/o Offshore Incorporations (Cayman) Limited
Scotia Centre, 4th Floor
PO Box 2804 GT
George Town
Grand Cayman

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiffs 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 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 3rd day of August 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 Acknowledgment of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. The Defendant seeks to bring a case by way of an attempted ICC arbitration against the Plaintiffs (among other putative respondents to such an arbitration) that they are each bound by an arbitration clause in a written agreement executed in 1988, but to which none of the Plaintiffs is (or ever was) a party. Such case has no foundation in fact or in law.
2. Among the putative respondents are the plaintiffs in Cause No. 211 of 2006, now proceeding before the Court. Since 1998, the Defendant has been attempting to bring those plaintiffs into arbitration proceedings abroad, and continues so to do. Its purpose in so doing has been to seek to impose pressure on those plaintiffs with a view to their accepting some liability to the Defendant which does not exist and has never existed. Now, the Plaintiffs herein have come within the sights of the Defendant; its purpose in seeking to bring a case against the Plaintiffs is to seek to impose yet further pressure by indirect means in the hope that some (non-existent) liability may nevertheless be accepted.
3. The Plaintiffs therefore approach the Court for declaratory and injunctive relief.

The Parties

Molson Coors – First Plaintiff

4. Molson Coors Brewing Co (“Molson Coors”) is a company registered in Delaware, USA, and since February 2005 - when the Molson group of companies (“the Molson group”) and the Coors group of companies (“the Coors group”) merged - Molson Coors has been the holding company of the Molson-Coors group of companies (“the Molson-Coors group”) which today primarily manufacture, distribute and sell beer. Prior to February 2005, this company was the holding company for the Coors group.
5. Until 1996, the Molson group had contained a division known as the “Diversey” operating group, being a group of subsidiaries which (variously) manufactured,

distributed and sold industrial chemicals and speciality chemical products (“the Diversey group companies”).

6. On 1 April 1996 the Unilever group of companies (“the Unilever group”) acquired the assets and certain subsidiaries of the Diversey group companies from the Molson group. Unilever plc (registered in England) and Unilever NV (registered in the Netherlands) together head the Unilever group. Each of Unilever plc and Unilever NV are plaintiffs in Cause No. 211 of 2006.

JohnsonDiversey Europe BV – Second Plaintiff

7. The Johnson group of multi-national companies (“the Johnson group”) variously manufactures, distributes and sells commercial and industrial goods. The Johnson group acquired the Diversey group companies from the Unilever group on 3 May 2002 and thereafter the Diversey business was integrated into that of the Johnson group.

8. JohnsonDiversey Europe BV, the Second Plaintiff, is part of the Johnson group and is registered in the Netherlands.

Commercial Markets Holdco Inc – Third Plaintiff

9. Commercial Markets Holdco Inc (“Holdco”) is a company registered in Wisconsin, USA. It is a corporate investment vehicle, majority owned by descendants of Samuel Curtis Johnson, the founder of the Johnson group.
10. On 3 May 2002 the Johnson group acquired the operating Diversey group companies from the Unilever group and thereafter held the same through JohnsonDiversey Holdings Inc (“Holdings”). Holdings is a plaintiff in Cause No. 211 of 2006. Following the acquisition on 3 May 2002, the Diversey business was integrated into that of the Johnson group.
11. Holdco owns 2/3rds of the shares in Holdings, and a member of the Unilever group holds the remaining 1/3rd of the shares.

Johnson family members - Fourth to Seventh Plaintiffs

12. Mr S Curtis Johnson III, the Fourth Plaintiff, is a descendant of the founder of the Johnson group, Samuel Curtis Johnson, and is the Chairman of JohnsonDiversey Inc (a plaintiff in Cause No. 211 of 2006), Holdings, and Holdco. He is a beneficial owner of shares in Holdco.
13. Mrs Helen Johnson-Leipold, the Fifth Plaintiff, is a descendant of Samuel Curtis Johnson and a director of JohnsonDiversey Inc and Holdings.. She is a beneficial owner of shares in Holdco.
14. Mr Clifton Louis, the Sixth Plaintiff, is a descendant of Samuel Curtis Johnson and a director of JohnsonDiversey Inc and Holdings. He is a beneficial owner of shares in Holdco.
15. Mrs Imogene P. Johnson, the Seventh Plaintiff, is the surviving spouse of Samuel C. Johnson (himself a descendant of Samuel Curtis Johnson) and a beneficial owner of shares in Holdco.

Nalco Holding Co – Eighth Defendant

16. Nalco Holding Co is a company registered in Illinois, USA, and is the holding company of a group of companies (“the Nalco group”) which, variously, provide products and services used in water treatment applications for industrial/institutional and other uses.
17. In 1996, the Nalco group acquired from the Molson group a water treatment business previously conducted by Diversey group companies which was conducted in the United States, United Kingdom and Italy (but not at all in Saudi Arabia).

Nalco Saudi Co Limited – Ninth Defendant

18. Nalco Saudi Co Limited is a company registered in Saudi Arabia. It is beneficially owned by Nalco Holding Co and a Saudi national as sponsor (see below as to the need for a local sponsor). For many decades (since 1978) it has been

engaged in the provision of water treatment products and services concerned with the oil industry.

Kimberly-Clark Corporation – Tenth Defendant

19. Kimberly-Clark Corporation is a company registered in Delaware, USA, which manufactures, distributes and sells personal hygiene and health products. It has never shared any material corporate relationship with any other Plaintiff, nor acquired (by sale or transfer) any material business or shares of any such Plaintiff (nor any plaintiff in Cause No. 211 of 2006).

ABCI – Defendant

20. The Defendant (“ABCI”) is a company incorporated and registered in the Cayman Islands. ABCI is owned and controlled by a Dr Majid Bouden (“Dr Bouden”).

Background

21. The claim herein concerns a written agreement made in Northampton, England in 1988 (“the 1988 Agreement”). ABCI was a party to the 1988 Agreement, and the sole co-contracting party was a company then named “Diversey Ltd”, registered in Northampton, England. The 1988 Agreement contained a clause stipulating that all disputes arising in its application were to be settled amicably between both its parties, and if that were not possible, directing such disputes to ICC arbitration (“the Arbitration Clause”). It is this Arbitration Clause upon which ABCI has relied in attempting to bring the Plaintiffs and other parties into arbitration proceedings abroad (see further, below).
22. Diversey Ltd was, in 1988, part of the Diversey group of companies at that time within the Molson group of which the Canadian company, Molson Inc, was the then holding company. Molson Inc. is a plaintiff in Cause No. 211 of 2006. Diversey Ltd was in the business of selling industrial and institutional cleaning and chemical products including export of the same.
23. Diversey Ltd had since at least the mid 1970s sought to provide products for sale in the Kingdom of Saudi Arabia (“the Kingdom”). However companies other than

those incorporated in the Kingdom and being wholly Saudi owned were not permitted to trade on their own account in the Kingdom. Rather, by operation of the laws of the Kingdom, such foreign companies were required to have a local sponsor or agent to assist them in their trade. Diversey Ltd had therefore used a Saudi national, His Royal Highness Prince Bandar Bin Khalid Bin Abdelaziz Al Saud ("Prince Bandar"), as its local sponsor from 1983 onwards. Prince Bandar operated as Diversey Ltd's sponsor using the trading name of Moassassat Al Amaal Wa Attijara Arabia Al Doualia Arab Business and Commercial International ("ABC Saudi").

24. At all material times since 1983, ABC Saudi operated a "Diversey Division" for the purposes of dealing with Diversey Ltd's business concerning the Kingdom.

25. Dr Bouden was the Managing Director of ABC Saudi Diversey division until November 1991. Prince Bandar delegated the running of the Diversey Division within ABC Saudi to Dr Bouden.

26. The 1988 Agreement formed part of this trading arrangement involving Diversey Ltd, ABC Saudi and ABCI. At the same time as concluding the 1988 Agreement, Diversey Ltd entered into a written agreement with ABC Saudi whereby ABC Saudi was appointed exclusive local agent for Diversey Ltd ("the 1988 Local Agency Agreement").

27. The 1988 Agreement and the 1988 Local Agency Agreement replaced earlier arrangements between the parties, none of which directed any disputes to ICC arbitration.

"Diversey Ltd" – the relevant corporate history

28. Diversey Ltd was at the time it executed the 1988 Agreement an English registered company, with its registered office at Weston Favell Centre, Northampton and a registration number of 1990306.

29. Diversey Ltd (company 1990306) was then part of the Diversey group of companies, ultimately owned by Molson Inc.

30. Diversey Ltd was in the business of selling industrial and institutional cleaning and chemical products including export of the same.
31. As is more fully set out at paragraphs 55 to 58 below, the 1988 Agreement was terminated on 1 November 1991.
32. On 28th February 1994, the industrial and institutional cleaning and chemicals business assets and name of "Diversey Ltd" were transferred from company 1990306 to another English-registered company in Molson's Diversey group of companies, "Diversey UK Holdings Ltd" (company number 2565578).
33. Having transferred the right to the name "Diversey Ltd" to company number 2565578, the company number 1990306 changed its name to Dunbeck Ltd and on 24 March 1994 was sold from the Molson group to a company outside the Molson group (not being any Plaintiff herein).
34. As from 1 March 1994, company number 2565578 changed its name to Diversey Ltd, a name it kept until 31 December 1996 when it became DiverseyLever Ltd, following the acquisition of the Diversey group of companies by the Unilever group.
35. On 3 May 2002, the Diversey group of companies was acquired from the Unilever group by the Johnson group.

ABCI's attempts to arbitrate

36. Since 1998, ABCI has persistently attempted to bring ICC arbitration proceedings by reference to the Arbitration Clause against first one respondent (Arbitration No. 9914) and increasing to twenty six putative respondents (latest attempt). Each attempt has included similar claims relating to alleged unpaid monies owing to ABCI under the 1988 Agreement amongst other matters including allegations of fraud.
37. In these attempts to arbitrate, parties other than the original contracting party to the 1988 Agreement, Diversey Ltd (and DiverseyLever Ltd which acquired its

business and assets), have denied the jurisdiction of the ICC, having never been parties to nor otherwise being bound by the Arbitration Clause.

38. ABCI has, in these attempts to arbitrate, sought to extend the burden of the consensual Arbitration Clause beyond the two expressed parties to the 1988 Agreement in reliance on a legal theory which may be termed "the group of companies doctrine" or "group enterprise theory". ABCI has claimed that certain Molson, Unilever, and Johnson parties and other companies/entities with "Diversey" as part of their names, being from time to time other companies in the group containing Diversey Ltd, had participated in the performance of the 1988 Agreement together with Diversey Ltd, had a shared "economic unity" with Diversey Ltd, and were therefore bound by the 1988 Agreement including the Arbitration Clause. ABCI has contended variously that these other parties should be considered as already parties to an arbitration (wrongly suggesting that such parties had been subject to ABCI's request for arbitration and that Diversey Ltd was an entity made up of all these other parties) or should be joined thereto. ABCI has sought to pursue serious (and entirely baseless) allegations of fraud against such parties.

39. These claims by ABCI that such other parties as have been sought to be joined/involved were so bound by the Arbitration Clause together with Diversey Ltd are and were unsupportable in fact or in law.

39.1 None of these parties have in fact participated in the performance of the 1988 Agreement;

39.2 The only "economic unity" at any relevant time was that of an ordinary consolidated group under principles of corporate law and generally accepted accountancy principles.

39.3 In any event "group enterprise theory" (or whatever it may be termed) is not recognised under English law, the law governing which parties are bound by the Arbitration Clause (see paragraph 53 below).

40. The first ICC arbitration (No. 9914) continues solely against DiverseyLever Ltd (which acquired the business assets and name of Diversey Ltd - see paragraphs 32 to 34 above) though this arbitration has stalled.
41. The second ICC arbitration (No. 12528), brought by ABCI against Unilever, Molson and Johnson group parties other than the contracting party, was not allowed to proceed. The ICC considered (correctly) that it was not prima facie satisfied that the Arbitration Clause was binding on these parties.
42. In the third ICC arbitration (No. 13329), ABCI sought to bring in yet more parties as putative respondents (including the plaintiffs in Cause No. 211 of 2006) to similar claims including serious (and baseless) allegations of fraud. This arbitration has been suspended in the light of ABCI's attempt to proceed with a fourth ICC arbitration.
43. Throughout all these attempts by ABCI to join the putative respondents into ICC arbitrations as parties, the jurisdiction of the ICC to hear the claims raised by ABCI against parties other than Diversey Ltd (and DiverseyLever Ltd) has been strenuously and repeatedly denied by those parties and all rights in relation thereto have been reserved. The plaintiffs in Cause No. 211 of 2006 now proceeding before the Court are seeking declaratory and injunctive relief against ABCI.
44. In June 2006, amounting to its fourth attempt to arbitrate, ABCI has now sought to initiate arbitration proceedings (No. 14428) against twenty five putative respondents including the plaintiffs in Cause No. 211 of 2006 as well as, for the first time, the Plaintiffs.
45. Again, the main basis of the claim in the attempted fourth arbitration that the Plaintiffs, including both corporate entities and individuals, are bound by the Arbitration Clause rests on "group enterprise theory" (or whatever it may be termed). ABCI wrongly asserts that in fact the Plaintiffs, amongst other entities, have performed the 1988 Agreement and shared an "economic unity" with it. Again, serious (and baseless) allegations of fraud are made by ABCI.

46. This claim by ABCI that the Plaintiffs are bound by the Arbitration Clause is unsupported in fact or in law for the reasons set out at paragraph 39 above. The Plaintiffs reserve their rights to provide more particulars as necessary.
47. The Plaintiffs therefore deny the jurisdiction of the ICC, having never been parties to nor otherwise being bound by the Arbitration Clause.
48. ABCI has indicated its intention to withdraw its claims in the third arbitration (No. 13329) if its fourth attempt to arbitrate is to proceed, and the third is suspended in the meantime. ABCI appears to consider that its fourth attempt to arbitrate is identical to its request for arbitration in No. 13329 (albeit that now – seemingly – ABCI has left no stone unturned in its sweeping and misconceived identification of putative respondents).

The 1988 Agreement

49. The 1988 Agreement between Diversey Ltd and ABCI concerned ABCI's activity as "exclusive general agent" for Diversey Ltd in respect of certain supplies of industrial and institutional cleaning products into Saudi Arabia by the latter.
50. The 1988 Agreement, dated 1 April 1988, was concluded between ABCI and Diversey Ltd (company 1990306) on 11 May 1988 in Northampton, England at the offices of Diversey Limited after lengthy negotiations.
51. The Plaintiffs will refer to the full contract for its terms, their meaning and effect.
52. The 1988 Agreement contained the following provisions:
 - 52.1 Recital 1 stated that:

"Diversey Ltd] is engaged in the sale of industrial and institutional cleaning and sanitising products and compounds and related services in the United Kingdom and elsewhere, and wishes to appoint an agent in the Kingdom of Saudi Arabia to sell and distribute its Diversey and Diversey Wyandotte line of products and services there."

- 52.2 By Recitals 2 and 3, and Article 1 of the Agreement, ABCI's role was agreed to be that of overseeing the recruitment of the local agent,

ongoing supervision and monitoring of that local agency and advising Diversey Ltd in relation to their business in the Kingdom.

52.3 Article 3 – “Validity, duration and renewal” - provided:

“The [1988 Agreement] shall be valid and in force for period of 5 (five) years commencing 1 April 1988 and automatically renewable if the suppliers products are partially sold in the market even with a minimum turnover”.

52.4 Article 10 – “previous arrangements” - provided:

“The 1988 Agreement] supersedes any other arrangement whatsoever written or verbal which have previously been entered into between the parties.”

52.5 Article 11 – “Settlement of Disputes” - provided:

All disputes arising in the application of this agency agreement are to be settled amicably between both parties. If not possible, they must be submitted for arbitration according to the rules of the International Chamber of Commerce in Paris.” (the Arbitration Clause).

53. The 1988 Agreement, including the Arbitration Clause, was governed by English law. Absent any express choice of law clause, the 1988 Agreement, including the Arbitration clause, had its closest and most real connection with England:

53.1 the language of the 1988 Agreement was English;

53.2 the 1988 Agreement was negotiated and executed in England, the President of ABCI, Dr Bouden, being present;

53.3 it was drawn up by and with the assistance of Diversey Ltd’s English solicitors, Shoosmiths & Harrison of Northampton, England;

53.4 the two contracting parties were domiciled respectively in England and the Cayman Islands; the law of the Cayman Islands has its origins in the English common law and its statutes commonly follow English statutes; there is much overlap between the two legal systems;

53.5 the principal obligations of the 1988 Agreement related to or concerned England:

53.5.1 the export by the English registered Diversey Ltd into Saudi Arabia;

53.5.2 commission payment by the English registered Diversey Ltd to the Cayman Registered ABCI.

54. Under English law, which governs the Arbitration Clause and the issue as to which parties are bound by that clause, the Plaintiffs were:

54.1 not parties to the 1988 Agreement; and

54.2 not otherwise bound by the Arbitration Clause.

Termination of the 1988 Agreement

55. In November 1991 Prince Bandar terminated Dr Bouden's employment and authority to act as manager of ABCI Saudi's Diversey Division.

56. By letter dated 17 July 1992, it was confirmed on behalf of Diversey Ltd that the 1988 Agreement had been terminated as from August 1991 on account of ABCI's irreparable breach of contract, which breach Diversey Ltd accepted.

57. Save for its role in the original appointment of ABC Saudi as Local Agent, ABCI had failed to fulfil its continuing obligations as owed to Diversey Ltd under the 1988 Agreement.

57.1 ABCI had throughout the currency of the 1988 Agreement failed to provide ABC Saudi and Diversey Ltd with any supervision, monitoring, assistance or advice as required by the 1988 Agreement.

57.2 Furthermore Dr Bouden had disqualified himself from the legitimate provision of such assistance by remaining outside Saudi Arabia.

58. In any event, the 1988 Agreement was not renewed by the parties and would have come to an end on 31 March 1993 pursuant to Article 3 thereof.
59. The 1988 Agreement was therefore terminated prior to:
- 59.1 the intra-group transfer of the business assets and name of "Diversey Ltd" dated 28 February 1994;
- 59.2 the acquisition by the Nalco group of water treatment business of the Diversey group of companies; and
- 59.3 the Diversey group of companies being acquired by the Unilever group in 1996 and by the Johnson group in 2002.
60. In these circumstances any burdens of the 1988 Agreement (should any remain), including the Arbitration Clause, rest as a matter of English law solely with Dunbeck Ltd (company 1990306), although Diversey_Lever has accepted that it is the respondent to the first arbitration.
61. The attempted bringing of repeated and near identical claims against parties in four successive ICC arbitrations now including the Plaintiffs in circumstances where neither the ICC nor any arbitral tribunal has in any event any jurisdiction over those parties amounts to vexatious and oppressive conduct on the part of ABCI, now directed to the Plaintiffs herein (amongst others).
62. The Plaintiffs are entitled to a declaration from this Court that they are not party to and/or are not bound by the 1988 Agreement and are therefore not bound by the Arbitration Clause nor otherwise bound to submit to arbitration.
63. The Plaintiffs are further entitled to an injunction restraining ABCI from proceeding against them by way of the fourth attempted ICC arbitration or any attempted arbitration.
- AND the Plaintiffs and each of them claim
1. A declaration that they are not party or privy to and/or are not bound by the 1988 Agreement between Diversey Ltd and ABCI and are therefore not bound by any

of the terms of the 1988 Agreement, nor bound to submit to arbitration under Article 11 of the 1988 Agreement.

2. An injunction restraining the Defendant from proceeding against the Plaintiffs or any of them by way of reference to arbitration in any dispute relating to the 1988 Agreement or any alleged agency of the Defendant relating to sales in Saudi Arabia and in particular any dispute identical or colourably similar to the subject matter of ICC Arbitration No. 13329, including purported ICC Arbitration No. 14428.
3. Costs.
4. Such further or other orders as this honourable Court thinks fit.



WALKERS

Attorneys at law for the Plaintiffs

THIS WRIT AND STATEMENT OF CLAIM was issued by Walkers whose address for service is Walker House, 87 Mary Street, PO Box 265 GT, George Town, Grand Cayman, Cayman Islands.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. ³²⁵ OF 2006

BETWEEN:

- (1) MOLSON COORS BREWING CO
- (2) JOHNSON DIVERSEY EUROPE BV
- (3) COMMERCIAL MARKETS HOLD CO INC
- (4) MR S CURTIS JOHNSON III
- (5) MRS HELEN JOHNSON-LEIPOLD
- (6) MR CLIFTON LOUIS
- (7) MRS IMOGENE P. JOHNSON
- (8) NALCO HOLDING CO
- (9) NALCO SAUDI CO LIMITED
- (10) KIMBERLY-CLARK CORPORATION

PLAINTIFFS

AND:

- (1) ABC INTERNATIONAL

DEFENDANT

ACKNOWLEDGMENT 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.**

-
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

Service of the Writ of Summons is acknowledged accordingly.

(Signed)

[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.

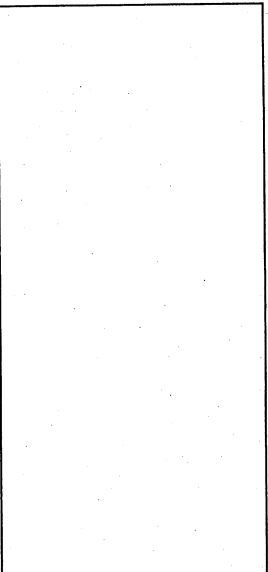
Defendant in person: where the Defendant is acting in person, he must give his post office box number and the physical address of his residence or, if he does not reside in the Cayman Islands, he must give an address in Grand Cayman where communications for him should be sent. In the case of a limited company, "residence" means its registered principal office.

Please complete overleaf

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

Walkers
Attorneys-at-Law
P.O. Box 265 GT
Walker House, Mary Street
George Town, Grand Cayman
Ref: SJC/IK/U0177-56968

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



DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE
OF ORIGINATING SUMMONS

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 495G, George Town, Grand Cayman.

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. If you wish to defend claims made in the originating summons, or intend to attend the proceedings and to participate in them so far as necessary (although not necessarily in an adversarial manner) you should tick the "Yes" box in paragraph 2 of the acknowledgment of service.
3. 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.
4. 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 Originating Summons)".
5. 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 in paragraph 1 of the description "Partner in the firm of (.....)" after his name.
6. 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.
7. 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 its behalf.
8. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian *ad litem*.
9. A Defendant acting in person may obtain help in completing the form at the Courts Office.