

IN THE GRAND COURT OF THE CAYMAN ISLANDS

90226

CAUSE NO: OF 2008

IN THE MATTER OF THE PB TRUST AND THE EB TRUST BOTH
DATED 17 APRIL 1995 AND AMENDED AND RESTATED ON 15 MARCH
2000

BETWEEN:

EGIL ARNE BRAATHEN (BY HIS GUARDIAN AD
LITEM JENS PETTER RØNNING)

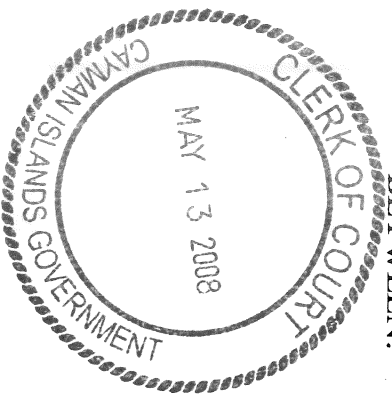


Plaintiff

AND

RAYMOND KALLEY

Defendant



WRIT OF SUMMONS

To the Defendant:

Raymond Kalley
63 Cadogan Street
London, SW3 2QP
United Kingdom

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 (or 28 days when the Writ is served out of the Jurisdiction of the Cayman Islands) 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, 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 May 2008.

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

The Parties

1. The Plaintiff is resident at Romis 5, Appenzell, CH-9050 Switzerland. The Plaintiff's address for service is care of his attorneys Appleby at 75 Fort Street, P.O. Box 190, George Town KY1-1104, Grand Cayman, Cayman Islands (hereinafter referred to as the "**Plaintiff**" or "**Mr. Braathen**").
2. The Plaintiff is not capable of managing his affairs. Accordingly, the Plaintiff is represented in this matter by his guardian ad litem, Mr. Jens Petter Rønning ("**Mr. Rønning**").
3. The Defendant is an individual resident at 63 Cardogan Street, London, UK, SW3 2QP (hereinafter referred to as the "**Defendant**" or the "**Trustee**").
4. By an Order dated 13 May 2008, Mr. Rønning was appointed as guardian ad litem of the Plaintiff pursuant to section 14 of the *Grand Court Law (2006 Revision)*.

Background

5. The Plaintiff is the Settlor, the Protector and a beneficiary of the EB Trust established on 17 April 1995 and Amended and Restated on 15 March 2000.
6. The Plaintiff is also a beneficiary of the PB Trust and is consequently a beneficiary of both the EB and the PB Trusts. The PB Trust was established on 17 April 1995 by Mrs. Pauline Braathen, wife of Mr. Braathen and Settlor and Protector of the PB Trust. The PB Trust was Amended and Restated on 15 March 2000.
7. The provisions of the EB Trust and the PB Trust (hereinafter the "**Trusts**") are similar in all material respects and for the purposes of this action will be referenced together.
8. The Defendant is and was at all material times the Trustee of the Trusts and is a family friend of Mr. Braathen and Mrs. Pauline Braathen.

9. The Trusts were established by Mr. Braathen and Mrs. Pauline Braathen to hold an investment in shares purchased by Mr. Braathen in April 1995 in a United States company known as The Winner's Edge UC'NWIN System Corp. ("UC'NWIN") and a company known as Urecoates Industries, INC ("Urecoates"). On or around the 12 April 1995, funds of US\$1,075,000 for the purchase were transferred from Mr. Braathen to the vendor of the shares in UC'NWIN a Mr. Allen Mannus ("Mannus").
10. By a letter dated 21 September 1995, the Defendant was informed that there were trading restrictions known as legends on the shares, which was confirmed when the shares were received shortly afterwards. In the last months of 1995 several attempts were made to have the funds repaid to the Plaintiff but it became clear that the Plaintiff had been defrauded by Mannus. As a result significant losses were incurred by the Trusts holding the shares in UC'NWIN and Urecoates.
11. At the time of the discovery of the fraud, the Plaintiff lived in Switzerland. In his capacity as Trustee of the Trusts, the Defendant offered to bring proceedings against Mannus to recover the lost value of the Trusts. Irrespective of the said offer, the Defendant was at all times under a duty as a prudent trustee to take all reasonable steps to recover the losses to the Trusts.
12. In December 1995 the Defendant retained and was subsequently advised in respect of the recovery efforts by a Mr. Larry Bonner, an attorney of the law firm Homer Bonner in Miami, Florida. Various proceedings were commenced by the Defendant as Trustee of the Trusts to recover the losses to the Trusts.
13. According to a report dated 7 November 2000 from Homer Bonner to the Defendant a settlement agreement was signed and approved by the US District Court for the Southern District of Florida on March 16, 2000. Pursuant to that agreement, a variety of stocks and deeds to real property were placed in escrow and Mannus was required to pay US\$ 2,000,000 to the Defendant as Trustee of the Trusts. The specific stocks involved were 475,000 shares in Urecoates and almost 800,000 in UC'WIN. The properties consisted of Mannus' Florida condominium (Hillboro Condo with contents), his West Virginia home and his Cayman Islands condominium. On August 25, 2000 Mannus was authorised to trade the shares but their value was said to be significantly reduced. A Memorandum of 25 January 2001 from Homer Bonner to the Defendant stated that "the shares are worth approximately \$475,000 with the price for Urecoates shares moving higher. We are in the process of removing the legends on the shares, and the shares are presently tradable."

14. According to information received from Homer Bonner the current value of the shares held by the Trusts is said to be US\$ 30,000.

15. As the Trustee held no funds on the terms of the Trusts to fund the US Proceedings, the US Proceedings were funded by the Plaintiff by way of loan to each of the Trusts. The total sum advanced to date to fund the legal fees by way of loans incurred in the course of the US Proceedings amounts to approximately US\$1.45 million.

16. By June 2003, the US Proceedings had resulted in a recovery of US\$1,000,000 to the Trusts from the sale of the Florida (Hillsboro Condo) and West Virginia condominiums. By way of a re-payment of the loan from the Plaintiff the sum of approximately US\$800,000 was transferred in 2006 after several requests by Mr. Rønning. The Defendant argued that some funds had to be left in the attorney's Trust account for reasons never explained to the Plaintiff. On 31 July 2007 Mr. Rønning received a statement of the Trust account together with an invoice from Homer Bonner. Mr. Rønning discovered that the Trust account no longer held any funds. Upon request it was confirmed by Homer Bonner that the Defendant had withdrawn all funds equal to US\$200,000. Accordingly, the US Proceedings resulted in a net loss for Mr. Braathen of approximately US\$620,000.

17. A sum of approximately US\$44,000 was recovered in the second part of 2007 as repayment of tax. After another unapproved withdrawal by the Defendant of US\$8,800 the sum of US\$30,000 (US\$29,953.09) was paid back to Mr. Braathen, following a request from Mr. Rønning.

The Provisions of the Trusts

18. The relevant provisions of the Trusts are set out below as follows:

(a) Article 3(1) as to the holding and investment of assets of the Trusts provides as follows:

(1) Holding and Investment of Assets *In the management and administration of the Trust Estate for the benefit of the Beneficiaries and subject to the limitations set forth in the First Schedule, the Trustee shall have all such powers of holding, investing and disposing of the money and assets comprised in the Trust Estate and of carrying out any transaction whatever without limitation in the manner and to the extent as if it was the owner thereof (including without prejudice to the generality of the foregoing, taking*

out and keeping in effect any policy of insurance on the life of any Beneficiary or the acquisition of any annuity for any Beneficiary), to the extent that such powers are lawfully capable of being conferred on a trustee of a settlement to the same effect as if such powers were expressly conferred by this Settlement and specified, in extensio, and the Trustee may exercise or omit to exercise all or any of such powers in its absolute and uncontrolled discretion.

(b) Article 3(2) as to the keeping of accounts provides as follows:

(2) Keeping Accounts The Trustee shall keep accurate and proper accounts of its trusteeship and provide, if requested, periodic statements to the Protector, the US Limited Agent and any Beneficiary as directed by the Protector.

(c) Article 5(1) as to the remuneration of the trustee provides as follows:

(1) Entitlement The Trustee shall be entitled to remuneration up on such terms as may receive the consent of the Protector.

(d) Article 15 on notices states:

Any notice, consent, signature, direction or other communication given under this Settlement shall be properly given if (i) in writing, or (ii) (except where writing is expressly required) orally or by electronic means such as telex, facsimile, or telephone, if confirmed in writing, hand delivered or mailed by first class or certified mail postage paid within (30) days. Any such notice, consent signature, direction or other communication under this Settlement shall be effective upon the proper giving of such notice.

19. For the avoidance of doubt, the Plaintiff relies on the entirety of the terms of the Trusts in this action.

20. At all material times the Defendant as Trustee of the Trusts was under a duty:

- (a) to act responsibly and in good faith;
- (b) to act in accordance with his fiduciary duties as trustee of the Trusts for the benefit of the beneficiaries;
- (c) not to act for ulterior purposes;

- (d) to adhere to the terms of each of the trust instruments of the Trusts and to distribute trust property only to those persons entitled;
- (e) to exercise reasonable skill and care;
- (f) to maintain trust accounts and records; and,
- (g) at all times to act in accordance with the terms of the Trusts.

21. For the reasons set out and particularised herein, the Plaintiff claims that the Defendant breached each of the above duties and thereby caused loss to the Trusts for which he is responsible at law and in equity to reimburse the Trusts.

The Trustee's Remuneration

22. The Trustee is entitled to remuneration under the terms of the Trusts pursuant to Article 5.1 which is repeated again for convenience as follows:

(1) Entitlement The Trustee shall be entitled to remuneration up on such terms as may receive the consent of the Protector.

23. By a handwritten agreement dated 21st April 1998 (the "**Agreement**") between the Plaintiff and the Defendant, the Plaintiff consented in writing to the remuneration of the Trustee. The Agreement provided *inter alia* as follows:

"Ad Investment in "you can win"

Mr Raymond Kalley have been helping with administrasjon of this sins start. It has been som terrible swindle (possibly "bur" meaning swindle in Norwegian?) Investment ca. USD 1.075.000,-, +exp and interest. So todays inv ca 1.500.000 as we are now fighting to get back.

Raymond has spendt a lot of time and money and as agreed today shal have 20% of (neath or possibly what) will be the settlement of this case.

If we get USD 1.500.000 20% should be USD 300,000,-

This so it should be no diskussien about his work will be payed if anything should happen to me soon

Oslø 21/4 1998

R Kalley

Egil A. Braathen"

24. Pursuant to the Agreement the remuneration of the Defendant was limited to 20% of the recovery to the Trusts as a result of the US Proceedings.

25. To date the US Proceedings have produced a recovery of approximately US\$1 million for the Trusts, thereby entitling the Defendant to remuneration of approximately US\$200,000 and no more.

26. In or around September 1998, the Defendant contacted the Plaintiff and informed him that as an amount of at least US\$1,500,000 was likely to be obtained shortly, he therefore would like to receive some part of his commission. The first payment was made to the Defendant on 3 September 1998 in the sum of US\$150,000. The Plaintiff sent the following instruction to his bank:

"(USD)

Birgenstock 3.9.98

Mr Rune Sagbraten,

Will you be kind and pay to Raymond Kalley as part payment for the case against A. Mannus stipulated at US\$ 1.500.000 a sum=\$150.000 transferred to the Bank de Luxembourg att. Mr Weinand Reference. Acc BEAVAL. Based on the estimation of recovering \$1.5Mil U.S.

Egil A. Braathen

Please send statement as ? today to Norway E.A.B"

27. The second payment was claimed when the Defendant and his family were travelling on a cruise together in the Mediterranean between the 2nd and 26th August 1999 with Mr. and Mrs. Braathen. The Defendant asked Mr. Braathen to pay a sum of US\$1,600 for the cruise and deduct it from his future fees, which he did.

28. The third payment to the Defendant was made in April 2000. The Defendant was requested to sign for receipt of cash in the sum of US\$9,160 and £8,000

(US\$12,320), amounting to a total of US\$21,480 on 28 April 2000 when he signed a receipt stating:

“EIGHT Thousand Pounds

Receipt of £8,000- cash for payment toward fees for Mannus Case. R. Kalley

Plus \$ 9,160- nine thousand and one hundred and sixty dollars. R. Kalley”

29. The fourth request by the Defendant for pre-payment of parts of the agreed commission was made approximately a year later when the Plaintiff agreed to pay him another US\$100,000. On 9 October 1999 the Plaintiff sent the following instruction to Mr. Rønning in Norwegian:

“9/10 1999

Mr J.P. Rønning

Re Raymond Kalley’s work with the Court case in the USA. I have an agreement, which you have received a copy of, regarding his work related to this.

He needs US\$100,000 one hundred thousand \$ of what we will get back from this case.

Could you be so kind to get it transferred to his account in the bank that is in charge of these matters on Monday 11/10 1999.

Regards

Egil A. Braathen”

30. The fifth request for funds was made by the Defendant on 22 September 2000 when the Plaintiff and the defendant met at Northampton Hotel in the USA.

The Plaintiff wrote a note to Mr. Rønning on small note paper from Grosvenor House in London stating:

“To J.P.R

Given Raymond

US\$ 2,000 loan

At a meeting Northampton Hotel

22/900 E.A.B"

31. The sixth payment was paid on 13 December 2001 when a sum of US\$25,000 was paid to the Defendant's account in Luxembourg stating:

"Crédit Agricole Indusuez Luxembourg Att. Mr. Rune Sagbraten

RE: EGIL A. BRAATHEN – PERSONAL BANK ACCOUNT 14812

Please make transfer of USD 25,000

To Banque de Luxembourg, ATT: Mr M Weinand

Ref. Act Beauval 725021

Yours sincerely

For Egil A. Braathen

Jens Peter Rønning"

32. A seventh payment was made a few months later on 20 March 2002 when the Defendant claimed another US\$35,000. The following instruction to the Plaintiff's bank was sent:

"Crédit Agricole Indusuez Luxembourg Att. Mr. Rune Sagbraten

RE: EGIL A. BRAATHEN – PERSONAL BANK ACCOUNT 14812

Please make transfer of USD 35,000

To Banque de Luxembourg, ATT: Mr M Weinand

Ref. Act Beauval 725021

Yours sincerely

For Egil A. Braathen

Jens Petter Rønning”

33. In all the Defendant requested and the Plaintiff paid to the Defendant US\$349,480 during a period of three and a half years. In order for the Defendant to receive fees in exceed of US\$300,000 (based on an estimate of US\$1,500,000 being recovered) he appears to have argued that following the Court Settlement Agreement of March 2000 (referred to above at paragraph 13) estimated funds to be obtained had increased to US\$2,000,000 and therefore his fees increased accordingly i.e. (20% of US\$2,000,000 at the time equal to US\$400,000.)

34. Notwithstanding the Defendant's remuneration entitlement pursuant to the Agreement, in or about September 2006 the sum of US\$800,000 was repaid by the Trustee to Mr. Braathen in respect of the loans he had made to pay the legal fees incurred in the US Proceedings. In fact the Defendant had paid himself without notice and without rendering any invoice or otherwise accounting to the Trusts the further sum of US\$200,000 (being the balance of \$1 million recovered by the Trustee) + US\$8,800 (being the balance of US\$44,000 for a tax refund that was recovered in second part of 2007), resulting in total remuneration for the Trustee from the Trusts Funds of US\$557,880, equal to 53.4% of the recovered funds (having added the earlier approximately US\$350,000 received as remuneration). This level of remuneration was in breach of the terms of the Trusts and the Agreement limiting the Trustee's remuneration to 20% of funds recovered from the US Proceedings.

35. No consent or written consent as required by the Articles 5(1) and 15 of the Trusts for any remuneration to the Trustee beyond the remuneration set out in the Agreement has been given by the Plaintiff at any time since the Agreement.

36. There being no consent in writing as required by Article 15 of the Trusts other than the Agreement, there can be no other consent to remuneration for the Defendant Trustee other than the Agreement.

37. The excess remuneration wilfully and wrongly taken by the Trustee in the sum of US\$357,480 was paid in breach of the terms of the Trusts and in breach of the Defendant's fiduciary duties as Trustee of the Trusts and should be repaid by the Trustee.

38. Despite repeated requests from the Plaintiff through Mr. Rønning for an accounting of the Trustee's remuneration to be provided, for accounts of the Trusts to be provided pursuant to Article 3(2) of the Trusts and for the misappropriated funds to be returned to the Trusts, the Defendant has at all times refused or failed to provide any such accounting, accounts or to reimburse the funds of the Trusts.

39. Further and in the alternative, the Defendant should reimburse the Trust funds for the losses to the Trusts described above in respect of the Trustee's remuneration on the basis of unjust enrichment in that the Defendant has:

(a) retained the sum of approximately US\$357,880, thereby enriching himself;

(b) the enrichment of the Defendant was to the detriment of the Plaintiff as a beneficiary of the Trusts; and,

(c) There are no valid grounds for the Defendant to retain such benefit.

The Trustee's Other Acts

40. The Defendant Trustee has held the UC'NWIN and Urecoates shares upon the terms of the Trusts from or about end of the year 2000 up to the present. At or about the time of the initial investment by the Plaintiff in the shares in 1995 the shares had a value of US\$1,075,000 and were tradable in January 2001. The current value of the shares is according to Homer Bonner approximately US\$30,000.

41. To date the Defendant Trustee has failed to comply with the Plaintiff's request to disclose both the number and name of the shares held and the fluctuation in their value from the date when he gained control over them as trustee of the Trusts up to today. Nor has the Defendant Trustee reported if any sale of any shares has taken place and if so what were the proceeds of any such sales. The Defendant has not informed the Plaintiff whether he at any time has made any attempt to sell the shares or realise their value in order to prevent further loss to the Trusts. The Trustee was in breach of the terms of the Trusts and in breach of his fiduciary duties in wilfully,

recklessly and negligently allowing the Trusts to suffer such a loss for which the Defendant is responsible to reimburse the funds of the Trusts. The particulars of such loss can only be provided after discovery in this action.

42. The recoveries from the US Proceedings in the sum of US\$884,685.14 were held by Homer Bonner on the instructions of the Defendant Trustee for a period of three years. Those recoveries were held in a non-interest bearing account. Accordingly, during that period no interest was paid on the deposit which resulted in a further loss to the Trust funds of approximately US\$80,000 at prevailing interest rates as at the date of this Statement of Claim.

43. In a memo of 25 January 2000 from Homer and Bonner to the Defendant, Homer and Bonner wrote that they would not succeed in obtaining the property to which they were entitled 'without considerable struggle'.

44. The Defendant Trustee was in breach of trust, in breach of his fiduciary duties and negligent in wilfully and wrongly failing to ensure that the recovered sums were held in an interest bearing account and therefore is responsible for such further loss to the Trusts and the reimbursement of that sum to the Trusts. The particulars of such loss can only be provided after discovery in this action.

45. In breach of trust, in breach of the Trustee's fiduciary duties and negligently, the Defendant Trustee has wilfully and wrongly continued to pursue the US Proceedings despite the fact that the recovery to date resulted in a net loss to the Trusts. As a result the Trustee has caused yet further loss to the Trusts and is under an obligation to reimburse the Trusts for this loss. The particulars of such loss can only be provided after discovery in this action.

Particulars of Breach of Trust and Breach of Fiduciary Duties

46. Further and/or alternatively, the Trustee has breached the terms of the Trusts as follows:

- (a) by taking excessive remuneration beyond that to which he was entitled under the terms of the Agreement;
- (b) by failing to mitigate the loss and realise any value to date of the shares held in UCINWIN and Urecoates;

(c) by failing to ensure that the recovery from the US Proceedings was invested in an appropriate manner including, at a minimum, in an interest bearing account for a period of three and one half years;

(d) by failing to discontinue the US Proceedings when it became clear as early as 2003 that the recovery would be exceeded by the legal fees and nevertheless continuing the litigation.

47. At all material times the Trustee owed a duty of care to the beneficiaries of the Trusts including the Plaintiff and breached that duty in the manner described above.

48. The Trustee's breach of the duty of care owed to the beneficiaries caused losses to the Trusts that will be particularised after discovery in this action and that the Trustee is responsible at law and in equity for those damages.

AND THE PLAINTIFF CLAIMS:

1. Damages for breach of the Agreements and/or alternatively;
2. An Order that the Trustee account to the Plaintiff as a beneficiary of the Trusts on the footing of negligence and/or wilful default and pay the sums found to be due, including equitable compensation, for breach of fiduciary duty (or a duty which is to be characterised as fiduciary) in respect of:
 - (a) the sum of US\$357,480 retained by the Defendant over and above the sum of US\$200,000 to which the Defendant was entitled pursuant to the Agreement;
 - (b) the reduction in value of the UC'NWIN and Urecoates shares between January 2001 and today's date and the Trustee's failure to sell the said shares or realise their value;
 - (c) the Trustee's failure to invest properly or at all the sum of US\$800,000 recovered by the Trustee pursuant to the US Proceedings;
 - (d) the Trustee's failure to discontinue the US Proceedings;
 - (e) the Trustee's failure to prepare and provide to the Plaintiff trust accounts in respect of either of the Trusts since their establishment.

3. An Order that the Trustee do prepare and provide to the Plaintiff and other beneficiaries of the Trusts all proper Accounts in respect of both Trusts for each financial year concluded since the establishment of the Trusts on 17 April 1995;
4. All necessary accounts, directions, inquiries or orders consequential to the above;
5. Alternatively, equitable compensation for breach of fiduciary duty in the amounts set out at paragraphs 2(a) through 2(c) above;
6. An Order that the Trustee be removed as trustee of the Trusts and that a suitable trustee be appointed as Trustee of both Trusts with immediate effect;
7. Pre and post Judgment Interest on any damages awarded in this action from 13 May 2008 in accordance with the *Judicature Law (2004 Revision)* and the Judgment Debt (Rates of Interest) Rules as amended from time to time;
8. Costs as taxed or agreed to be paid by the Defendant.

Appleby
APPLEBY
Attorneys-at-Law for the Plaintiff

Plaintiffs' address for service
Appleby, Attorneys-at-Law
The Clifton House
75 Fort Street
P.O. Box 190 GT,
George Town, Grand Cayman
Ref: CDP/CJJ/16902.001

**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 each Defendant or by each 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.

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 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 Acknowledgement 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 in 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 its 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: OF 2008

B E T W E E N :

EGIL BRAATHEN (BY HIS GUARDIAN AD LITEM
JENS PETER RONNING)

Plaintiff

AND

RAYMOND KALLEY

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 is being acknowledged.

 2. State whether the Defendant intends to contest 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 Plaintiffs (*tick box*).
 yes

Service of the Writ is acknowledged accordingly

(Signed)

[Attorney] for
[Defendant in person]

Address for service:

Please complete overleaf

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 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
Attorneys-at-Law
75 Fort Street, P.O. Box 190
Grand Cayman KY1-1104
CAYMAN ISLANDS
Tel: 949-4900
Fax: 949-4901
Ref: CDP/CJJ/16902.001

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

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| |
|--|