

Ordinary Writ (Unliquidated Demand) (O.6 r.1)

IN THE HIGH COURT OF JUSTICE

CH 1994 -D- No.

CHANCERY DIVISION

B E T W E E N :

DON MARKETING UK LIMITED

Plaintiff

- and -

SHELL UK LIMITED

Defendant

To the Defendant, SHELL UK LIMITED whose registered office is situate at Shell-Mex House, Strand, London, WC2R ODX

This Writ of Summons has been issued against you by the above named Plaintiff in respect of the claim set out overleaf.

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 mentioned below 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 from the Chancery Chambers of the High Court this 6th day of April 1994.

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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 that date unless renewed by order of the Court.  
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**IMPORTANT**

Directions for Acknowledgment of Service are given with the accompanying form.

The Plaintiff's claim is for:-

1. A declaration that the Defendant is not entitled without the consent of the Plaintiff to carry out a "Make Money" promotion making use of and/or based upon the Plaintiff's "Make Money" concept.
2. An injunction to restrain the Defendant (whether acting by its directors officers servants or agents or any of them or otherwise howsoever) from acting in breach of a contract made orally and in writing between the Plaintiff and the Defendant on or about the 5th June 1981 and evidenced in writing by a letter from the Defendant to the Plaintiff dated 3rd June 1981 and a letter from the Plaintiff to the Defendant dated 5th June 1981 without the consent of the Plaintiff by carrying out a "Make Money" promotion using and/or based upon the Plaintiff's "Make Money" concept or otherwise.
3. An inquiry as to damages for breach of contract with payment of all sums due to the Plaintiff upon taking such inquiry together with interest thereon pursuant to Section 35A of the Supreme Court Act 1981 or under the inherent jurisdiction of the Court.
4. Costs.
5. Further or other relief.

MARY VITORIA

This Writ was issued by ROYDS TREADWELL of 2 Crane Court, Fleet Street, London, EC4A 2BL

Solicitors for the said Plaintiff whose registered office is situate at Riverside House, 1-5 Como Street, Romford, Essex, RM7 7DN.

RM2/117  
05.04.94