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**ANNUAL AUDITED REPORT  
FORM X-17A-5  
PART III**

SEC FILE NUMBER
B- 52805

FACING PAGE

**Information Required of Brokers and Dealers Pursuant to Section 17 of the Securities Exchange Act of 1934 and Rule 17a-5 Thereunder**

REPORT FOR THE PERIOD BEGINNING January 1, 2002 AND ENDING December 31, 2002  
MM/DD/YY MM/DD/YY

**A. REGISTRANT IDENTIFICATION**

NAME OF BROKER-DEALER: The Bagpiper Fund, L.P.

OFFICIAL USE ONLY
FIRM I.D. NO.

ADDRESS OF PRINCIPAL PLACE OF BUSINESS: (Do not use P.O. Box No.)

2 Rector Street, 16th Floor

(No. and Street)

New York

NY

10006

(City)

(State)

(Zip Code)

NAME AND TELEPHONE NUMBER OF PERSON TO CONTACT IN REGARD TO THIS REPORT

Alan S. MacKenzie, Jr.

212-233-1340

(Area Code - Telephone Number)

**B. ACCOUNTANT IDENTIFICATION**

INDEPENDENT PUBLIC ACCOUNTANT whose opinion is contained in this Report\*

Jeff Allen, Hy Allen & Co., CPAs

(Name - If individual, state last, first, middle name)

399 Knollwood Drive, Suite 107

White Plains

NY

10603

(Address)

(City)

(State)

(Zip Code)

CHECK ONE:

- Certified Public Accountant
- Public Accountant
- Accountant not resident in United States or any of its possessions.

**PROCESSED**

<b>FOR OFFICIAL USE ONLY</b>	
MAR 18 2003	
<b>THOMSON FINANCIAL</b>	

\*Claims for exemption from the requirement that the annual report be covered by the opinion of an independent public accountant must be supported by a statement of facts and circumstances relied on as the basis for the exemption. See Section 240.17a-5(e)(2)

SEC 1410 (06-02)

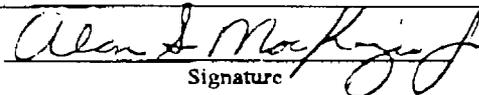
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OATH OR AFFIRMATION

I, Alan S. MacKenzie, Jr., swear (or affirm) that, to the best of my knowledge and belief the accompanying financial statement and supporting schedules pertaining to the firm of The Bagpiper Fund, L.P., as of December 31, 2002, are true and correct. I further swear (or affirm) that neither the company nor any partner, proprietor, principal officer or director has any proprietary interest in any account classified solely as that of a customer, except as follows:

\_\_\_\_\_  
\_\_\_\_\_

  
Signature

Managing Member of the General Partner

Denise C. Atkinson Title

Notary Public, State of New York

No. 31-5081985

Qualified in New York County

Commission Expires July 14, 2003

  
Notary Public

- This report \*\* contains (check all applicable boxes):
- (a) Facing Page.
  - (b) Statement of Financial Condition.
  - (c) Statement of Income (Loss).
  - (d) Statement of Changes in Financial Condition.
  - (e) Statement of Changes in Stockholders' Equity or Partners' or Sole Proprietors' Capital.
  - (f) Statement of Changes in Liabilities Subordinated to Claims of Creditors.
  - (g) Computation of Net Capital.
  - (h) Computation for Determination of Reserve Requirements Pursuant to Rule 15c3-3.
  - (i) Information Relating to the Possession or Control Requirements Under Rule 15c3-3.
  - (j) A Reconciliation, including appropriate explanation of the Computation of Net Capital Under Rule 15c3-3 and the Computation for Determination of the Reserve Requirements Under Exhibit A of Rule 15c3-3.
  - (k) A Reconciliation between the audited and unaudited Statements of Financial Condition with respect to methods of consolidation.
  - (l) An Oath or Affirmation.
  - (m) A copy of the SIPC Supplemental Report.
  - (n) A report describing any material inadequacies found to exist or found to have existed since the date of the previous audit.

\*\*For conditions of confidential treatment of certain portions of this filing, see section 240.17a-5(e)(3).

8-52805



THE BAGPIPER FUND, L.P.

FINANCIAL STATEMENTS  
December 31, 2002

# HY ALLEN & CO.

CERTIFIED PUBLIC ACCOUNTANTS

399 KNOLLWOOD ROAD SUITE 107

WHITE PLAINS, NY 10603

HY ALLEN, C.P.A.  
JEFFREY N. ALLEN, C.P.A.

TEL. 914-428-2480  
FAX 914-428-5363

## INDEPENDENT AUDITORS' REPORT

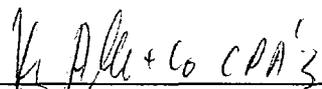
TO THE PARTNERS of  
THE BAGPIPER FUND, L.P.

We have audited the statements of financial condition of The Bagpiper Fund, L.P. as of December 31, 2002 and 2001 and the related statements of operations, changes in partners' capital and financial highlights for the years then ended. These financial statements are the responsibility of the Partnership's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

The condensed schedule of investments as required by accounting principles generally accepted in the United States has not been presented. The condensed schedule requires categorizing investments by type, geographic location, and industry and reporting percentages of net assets by category. The condensed schedule would also include the names, number of shares and value of each investment constituting more than 5% of partners' capital.

In our opinion, except for the matter described in the preceding paragraph, the financial statements referred to above present fairly, in all material respects, the financial condition of The Bagpiper Fund, L.P. as of December 31, 2002 and 2001, and the results of its operations and changes in its partners' capital for the years then ended in conformity with accounting principles generally accepted in the United States.

  
HY ALLEN & CO., CPA'S

White Plains, New York  
February 5, 2003

THE BAGPIPER FUND, L.P.  
 COMPARATIVE STATEMENTS OF FINANCIAL CONDITION  
 DECEMBER 31st

	2002	2001
<b>ASSETS</b>		
<b>Current Assets:</b>		
Cash	\$ 45,978	\$ 100,458
Securities at market value	1,246,609	814,136
Dividends receivable	<u>3,303</u>	<u>60</u>
<b>Total current assets</b>	1,295,890	914,654
<b>Other investments:</b>		
JBO preferred stock	<u>50,000</u>	<u>-0-</u>
<b>TOTAL ASSETS</b>	<u>\$1,345,890</u>	<u>\$ 914,654</u>
 <b>LIABILITIES AND PARTNERS' CAPITAL</b>		
<b>LIABILITIES:</b>		
Accounts payable	\$ 10,763	\$ 7,000
Contributions received in advance	<u>45,000</u>	<u>100,000</u>
<b>TOTAL LIABILITIES</b>	55,763	107,000
 <b>PARTNERS' CAPITAL</b>	 <u>1,290,127</u>	 <u>807,654</u>
 <b>TOTAL LIABILITIES AND PARTNERS' CAPITAL</b>	 <u>\$1,345,890</u>	 <u>\$ 914,654</u>

See accompanying notes.

THE BAGPIPER FUND, L.P.  
 COMPARATIVE STATEMENTS OF OPERATIONS  
 Years Ended December 31st

	2002	2001
<b>INCOME:</b>		
Trading profits (loss)	\$ (64,529)	\$ (14,684)
Dividends - Trading net	13,515	60
Interest income	<u>21,589</u>	<u>8,508</u>
<b>Total</b>	<u>(29,425)</u>	<u>(6,116)</u>
 <b>EXPENSES:</b>		
Professional fees	21,030	9,765
Brokers' fee	36,005	707
Office expense	<u>1,251</u>	<u>303</u>
<b>Total</b>	<u>58,286</u>	<u>10,775</u>
 <b>NET LOSS FROM OPERATIONS</b>	 \$ (87,711)	 \$ (16,891)
Management fee	<u>10,890</u>	<u>-0-</u>
<b>NET LOSS</b>	<u>\$ (98,601)</u>	<u>\$ (16,891)</u>

See accompanying notes.

THE BAGPIPER FUND, L.P.  
COMPARATIVE STATEMENTS OF CHANGES IN PARTNERS' CAPITAL  
Years Ended December 31st

	2002	2001
OPENING CAPITAL	\$ 807,654	\$ 100
Capital contributed	680,868	824,445
Net loss	(98,601)	(16,891)
Capital redemptions	<u>(99,794)</u>	<u>-0-</u>
ENDING CAPITAL	<u>\$1,290,127</u>	<u>\$ 807,654</u>

See accompanying notes.

**THE BAGPIPER FUND, L.P.**  
**FINANCIAL HIGHLIGHTS**  
**Years Ended December 31st**

For Average Assets during the years ended December 31 <sup>st</sup>	2002	2001
Asset Value, Beginning of Period	\$ 914,654	\$ 100
Income from Investment Operations:		
Net gains/(losses) on securities (both realized and unrealized) as a percentage of Average Net Assets	(2.66)%	(1.50)%
Total from Investment Operations	(2.66)%	(1.50)%
Net Assets at Period End	\$1,345,890	\$ 914,654
Total Return	(8.90)%	(4.15)%
Average Net Assets for the Period	\$1,107,772	\$ 407,377
Ratio of Gross Expenses to Average Net Assets	6.24%	2.64%
Ratio of Net Investment Income/Loss to Average Net Assets	(8.90)%	(4.15)%

**THE BAGPIPER FUND, L.P.**  
**NOTES TO FINANCIAL STATEMENTS**

Note 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

**A. General Description of the Partnership**

The Bagpiper Fund, L.P. is a New York limited partnership which operates as an investment vehicle. Although the Partnership is authorized to trade a substantially unrestricted range of instruments, the Partnership initially intends to focus its trading on publicly traded put and call options and warrants on equities and equity indexes and the equities or equity indexes underlying such options.

Generally accepted accounting principles requires a condensed schedule of investments which would include the categorizing of investments by type, geographic location, and industry and reporting percentages of net assets by category. The condensed schedule would also disclose individual investments greater than 5% of partners' capital. The General Partner has declined to present this schedule since he feels the information to be proprietary.

**B. Method of Reporting**

The Partnership's financial statements are presented in accordance with generally accepted accounting principles, which require the use of certain estimates made by the Partnership's management. Gains or losses are recognized by closing positions on a mark to market basis.

**C. Brokerage Expenses**

The Partnership will bear all expenses arising out of transactions executed, including brokerage commissions. Marketable assets of the Partnership will be kept in the custody of U.S. and non-U.S. brokerage firms and banks selected by the General Partner. The General Partner is under no obligation to deal with any particular broker or group of brokers, and orders for investments by the General Partner may be placed with a number of brokers and dealers. The General Partner may choose to retain a "prime" broker, but may replace such prime broker or retain additional brokers in the future. The General Partner will be responsible for placing the Partnership's brokerage business and selecting broker/dealers. The General Partner may consider all relevant factors including, but not limited

**THE BAGPIPER FUND, L.P.**  
**NOTES TO FINANCIAL STATEMENTS**

to, the execution capabilities required by the transactions, the importance of speed, efficiency or confidentiality, and familiarity with the sources from whom and to whom particular securities might be purchased or sold.

**D. Income Taxes**

The Partnership prepares calendar year U.S. and state information tax returns and reports to the partners their allocable shares of the Partnership's income, expenses and trading gains or losses.

**E. Custody Concentrations**

Balances with broker consist principally of brokerage accounts with ABN AMRO Sage.

Note 2. THE GENERAL PARTNER AND THE INVESTMENT MANAGER

The Partnership's general partner is Caledonia Trading Advisors, LLC, (the "General Partner") and its investment manager is Caledonia Asset Management, LLC, (the "Investment Manager"). The General Partner and the Investment Manager are New York limited liability companies with Alan S. MacKenzie, Jr. being the sole member of Caledonia Trading Advisors, LLC and the sole managing member of Caledonia Asset Management, LLC. The General Partner has complete responsibility and authority for all aspects of the Partnership's business and operations, and has full discretionary investment management authority of the Partnership, which it has delegated to the Investment Manager.

**THE BAGPIPER FUND, L.P.**  
**NOTES TO FINANCIAL STATEMENTS**

Note 3. MANAGEMENT FEES

The Investment Manager is entitled to receive a quarterly management fee equal to 0.25% (1.0% per annum) (the "Management Fee") of the "Net Assets" (as defined) in each Limited Partner's Capital Account. The Investment Manager may reduce or waive entirely its Management Fee with respect to any or all Limited Partners, including, without limitation, principals and affiliates of the Investment Manager.

Note 4. INCENTIVE ALLOCATION

The General Partner's Capital Account in the Partnership will be specially allocated an amount (the "Incentive Allocation") equal to 20% of New Trading Profits experienced on the Net Assets in each Limited Partner's Capital Account during the Incentive Allocation Period for which the computation is being made. It again should be noted that by applying the formula for computation of the Incentive Allocation, the General Partner only will receive an Incentive Allocation with respect to any Capital Account if the Partnership has recouped all prior losses with respect to such Capital Account, except that the amount of any carryforward losses will be reduced pro rata by the amount of any distributions, withdrawals or redemptions as to such Capital Account. However, once an Incentive Allocation has been allocated to the General Partner's Capital Account from any Limited Partner's Capital Account, it shall be retained by the General Partner notwithstanding subsequent losses as to such Capital Account.

As described above, if a Limited Partner withdraws funds from the Partnership at a time when the Incentive Allocation is not otherwise due, the Incentive Allocation with respect to such withdrawn funds will be computed as of the date of redemption or withdrawal as if such date was the end of an Incentive Allocation Period.

Once allocated to the General Partner, Incentive Allocations will be retained by the General Partner and will not be repayable to the Partnership if the value of Net Assets allocable to a Capital Account to which any such Incentive Allocation has been made subsequently declines in value. This could result in substantial Incentive Allocations being

**THE BAGPIPER FUND, L.P.**  
**NOTES TO FINANCIAL STATEMENTS**

made to the General Partner despite the fact that an overall decline in Net Assets has occurred. Incentive Allocations are made with regard not only to realized profits but unrealized profits as well.

Note 5. SUBSCRIPTIONS, DISTRIBUTIONS AND REDEMPTIONS

The Partnership is offering limited partnership interests ("Interests") to qualified investors in \$50,000 minimums at such times as the General Partner may determine, typically as of the beginning of each calendar quarter. The General Partner may, in its discretion, increase or decrease the minimum investment at any time, and may accept such other amounts from any investors in its discretion. The Partnership is limited to 100 beneficial owners at any time. The General Partner may accept or reject any subscription in whole or in part in its sole discretion.

No sales commissions will be payable in connection with Interests sold by the General Partner. However, the General Partner may engage selling agents to offer and sell Interests, and such selling agents may receive sales commissions from the General Partner in connection therewith.

Note 6. WITHDRAWALS

A Limited Partner may withdraw all or a portion of such Limited Partner's Capital Account as of the end of any calendar quarter, by giving written notice to the General Partner at least 60 calendar days prior to the proposed withdrawal date. Withdrawals may be permitted at such other times or with such shorter notice as the General Partner, in its absolute discretion, may determine. Withdrawals generally will be paid out within 90 days of the effective date thereof, and may be subject to various charges in certain cases.