

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 282 OF 1997.

**BETWEEN: CAYMAN ISLANDS CIVIL SERVICE ASSOCIATION
CO-OPERATIVE CREDIT UNION LIMITED - PLAINTIFF**

AND: GEORGE ALLENGER

DEFENDANT
APR. 29. 1997

WRIT OF SUMMONS

**TO: Mr. George Allenger
(working on a construction job at
Snug Harbour, Andrew Drive, 6th House
on the right, drives rental car # 52600).
P O Box 683 Savannah**



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 Courts Office, P O Box 495, George Town, Grand Cayman, the accompanying Acknowledgement of Service form stating therein whether you intend to contest the 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 judgement may be entered against you forthwith without further notice.

Issued this 29th day of April, 1997.

NOTE-this Writ may not be served later than 4 calendar months.

IMPORTANT

Directions for Acknowledgement of service are given with the accompanying form

STATEMENT OF CLAIM

1 The Plaintiff is a company incorporated under the Laws of the Cayman Islands and is registered and licensed to carry on the business of inter alia money-lenders to members and customers.

2 The Defendant is an individual who resides in Savannah, Grand Cayman and at the material time he was a member and customer of the Plaintiff.

3 On or about 29th May, 1995 the Defendant entered into a written Agreement with the Plaintiff to borrow the sum of CI\$5,000.00 which funds were to be used to purchase a vehicle and to pay for medical expenses. It was an expressed term of the said written Agreement that the Defendant would repay the amount borrowed over a period of 36 months to be repaid by 36 monthly instalments at a rate of CI\$166.21 per month. As security for the said loan the Defendant used shares which he had with the Plaintiff and also he also gave a bill of sale in relation to a 1989 MAZDA 323 which he owned at the time. The Defendant signed a Loan Agreement to this effect. It was an expressed term of the said Agreement that in the event that there was a default the Plaintiff would be entitled to demand payment of the full amount outstanding.

4 Despite the fact that the Defendant initially began repaying the said loan he has now defaulted on payments on same leaving an outstanding balance of CI\$4,271.36 as at 14th March, 1997. Despite repeated demands for payment of the full amount of CI\$4,271.36 the Defendant has neglected to pay same.

WHEREFORE THE PLAINTIFF CLAIMS

(I) Principal Amount Outstanding
(to 14th March, 1997)

CI\$4,271.36

(II) Continuing interest and Charges thereon pursuant to the Agreement between the parties of 29th May, 1995 to date of Judgement

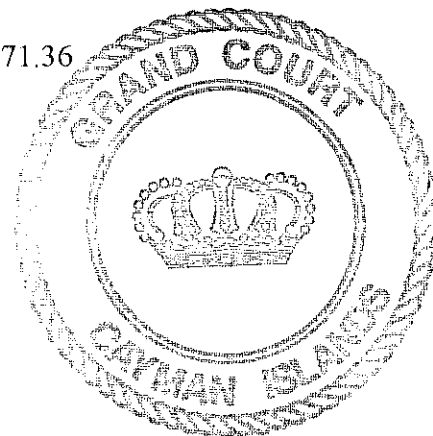
(III) Statutory Post Judgement Interest

(IV) Costs

TOTAL

\$

APR. 29. 1997

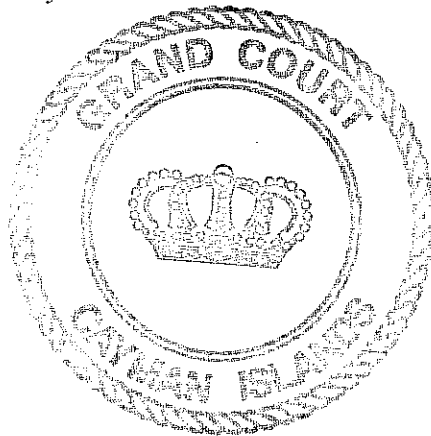


Dated this 28th day of April, 1997.

Brooks & Brooks
BROOKS & BROOKS
Attorney-At-Law
for the Plaintiff

PLEASE NOTE that if within the time for returning the Acknowledgement of Service (i.e 14 days) the Defendant pays the total amount claimed of CI\$ 4,271.36 plus costs of CI\$500.00 and disbursement of CI\$130.00 (total of CI\$4,901.36 including interest and costs to 14th March, 1997) further proceedings will be stayed. The money must be paid to the Plaintiff or its Attorney-At-Law.

APR 29 1997



THIS WRIT IS ISSUED by Brooks & Brooks Attorney-At-Law for the Plaintiff whose address for service is 2nd floor Harbour Centre, P.O. Box 1355, George Town, Grand Cayman.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 82 OF 1997.

**BETWEEN: THE CAYMAN ISLANDS CIVIL SERVICE ASSOCIATION
CO-OPERATIVE CREDIT UNION LIMITED PLAINTIFF**

AND GEORGE ALLENGER DEFENDANT

**ACKNOWLEDGEMENT OF SERVICE
OF WRIT OF SUMMONS**

If you intend to instruct an Attorney-At-Law 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
judgement 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 judgement entered by the Plaintiff (tick box)

Yes

No

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.

Endorsement by Plaintiff's Attorney (or by Defendant if suing in person) of his Name, Address and References, if any, in the box below.

Endorsement by Defendant's Attorney (or by Defendant if suing in person) of his Name, Address and Reference, if any, in the box below.