

IN THE GRAND COURT OF THE CAYMAN ISLANDS
CAUSE NO. 302 OF 1997

Fees Paid \$100 -
Receipt No. 795493
Date 9.5.97

BETWEEN: NEVILLE W. LEVY PLAINTIFF

AND: HAROLD MILLER DEFENDANT

WRIT OF SUMMONS

MAY -9.1997

To: Harold Miller
East End.

THIS WRIT OF SUMMONS has been issued against you by the above named Plaintiffs in respect of a claim set out the next page.

Within fourteen (14) days after service of this Writ on you counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495G, George Town, 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 judgement may be entered against you forthwith without further notice.

Issued the 8th day of May, 1997.

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.

General Endorsement

The plaintiffs claim is for \$4,417.00 fore legal services rendered between the 28th day of October, 1994 and the 25th day of April, 1997 plus interest and costs.

Dated this 8th day of May, 1997

NW

Neville W. Levy & Associates



Filed by Neville W. Levy & Associates, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service is that of the said Attorneys at the Thompson Building, P.O.Box 2178, Grand Cayman.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 302 1997.

BETWEEN: NEVILLE W. LEVY PLAINTIFF

AND: HAROLD MILLER DEFENDANT

**ACKNOWLEDGEMENT 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 judgement being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.

1. **Harold Miller**
2. State whether the Defendant intends to contest the proceedings. (tick "yes" or "no")
3. State whether the Defendant intends to apply for a stay of execution judgement entered by the Plaintiff. (tick "yes")

Service of the Writ 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 or principal office.

Neville W. Levy & Associates
Thompson Building, George Town.
P.O. Box 2178.

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

IN THE GRAND COURT OF THE CAYMAN ISLANDS

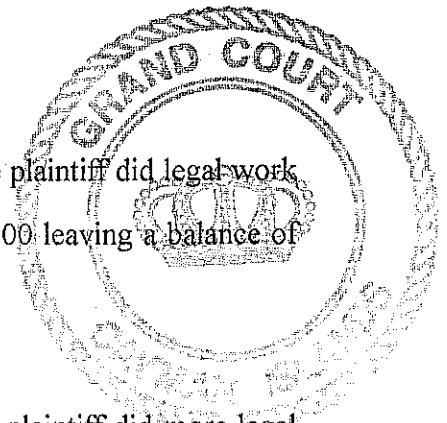
CAUSE NO. 302 OF 1997.

BETWEEN: NEVILLE W. LEVY PLAINTIFF
AND: HAROLD MILLER DEFENDANT

STATEMENT OF CLAIM

1. The plaintiff is an Attorney-at-Law.
2. The defendant is a builder and lives in East End.
3. Between the 20th October and the 7th November, 1994 the plaintiff did legal work amounting to \$1,539.00 of which the defendant paid \$450.00 leaving a balance of \$1089.00 due and owing.
4. Between the 18th January and the 11th October, 1995 the plaintiff did more legal work for the defendant amounting to \$1,550.00 which the defendant promised to pay but failed to do so.
5. Between the 23rd and 29th August, 1996 the plaintiff did more legal work for the defendant amounting to \$1003.00 which the defendant again promised to pay but failed to do so.
6. Between the 22nd and 23rd day of October, 1996, the plaintiff did further work for the defendant amounting to \$1000.00 of which he paid \$350.00 leaving a balance of \$650.00 which he promised to pay but failed to do.

MAY -9.1997

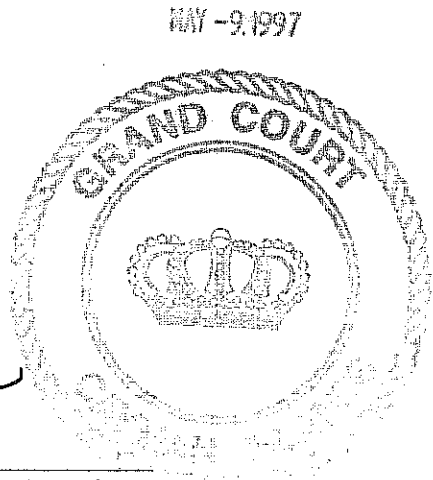


7. On the 25th day of April, 1997 the plaintiff had an interview with the defendant regarding his divorce for which the plaintiff charged \$125.00. At that time the defendant promised that he would pay \$3,000.00 on the account by Friday the 2nd May, 1997 but he again failed to pay.
8. And the plaintiff is entitled to interest on the said amounts pursuant to Section 34 of the Judicature Law (1995 Revision) at the Statutory Rate.

Wherefore the plaintiff claims:-

1. Legal fees = \$4,417.00
2. Interest at the rate of $7 \frac{3}{8}$ % per annum from the last dates on which the various amounts became due and owing to 8th May, 1997 - total amount of interest claimed is \$454.55. Thereafter interest accruing at \$0.89 per day.
3. Costs to be taxed or agreed.

Dated this 8th day of May, 1997.


Neville W. Levy & Associates

Filed by Neville W. Levy & Associates, Attorneys-at-Law.