

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. ³¹⁰ of 1997

BETWEEN: KIRKCONNELL BROTHERS LTD

PLAINTIFF

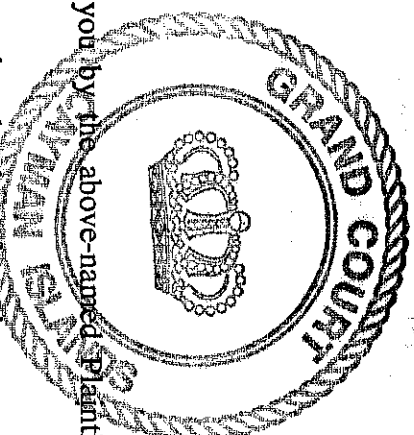
AND: ALLAN WILSON T/A JAMIN BY THE SEA

DEFENDANT

WRIT OF SUMMONS

MAY 16, 1997

TO: Allan Wilson T/A Jamin By The
Sea
P.O. Box 1724 GT
Grand Cayman
Cayman Islands



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 Court Office, P.O. Box 495G, George Town, Grand Cayman, 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 this 16th 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 Acknowledgment of Service are given with the accompanying form.

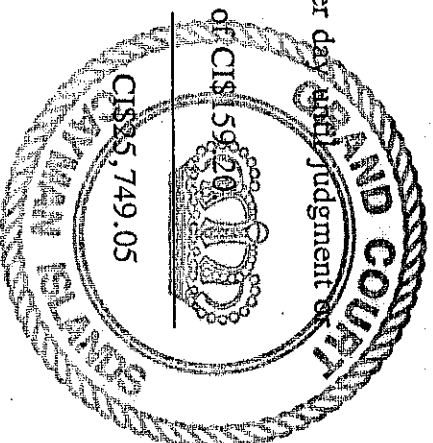


STATEMENT OF CLAIM

1. The Plaintiff's claim is against the Defendant for the sum of CI\$12,920.26 being the amount due and owing to the Plaintiff by the Defendant for goods sold to the Defendant by the Plaintiff, particulars of which exceed three folios and which appear in a separate bundle served herewith.
2. The Plaintiff also claims interest at the 1.5% per month, compounded monthly, pursuant to the express terms of an Agreement made between the Plaintiff and the Defendant on the 23 July 1991 and pursuant to which the goods referred to in para. 1 above were sold to the Defendant.

AND THE PLAINTIFF CLAIMS:-

1. The above principal sum of CI\$12,920.26.
 2. Interest accrued to 30 April 1997 of CI\$12,169.59.
 3. Interest accruing each day thereafter at the rate of CI\$12.14 per day until judgment or sooner payment.
 4. Fixed costs of CI\$500.00 plus the prescribed filing/bailiff fees of CI\$159.20.
- Total amount as of 30 April, 1997:



STATEMENT REGARDING INTEREST:

1. The rate of interest claimed is 1.5% per month, compounded monthly.
2. The date from which interest is calculated is 1 August 1993.
3. The total amount of interest claimed as at 30 April 1997 is CI\$12,169.59.
4. The amount of interest accruing each day thereafter is CI\$12.14.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of C\$25,749.05 (including interest and costs) further proceedings will be stayed. The money must be paid to the Plaintiff's Attorney.

Orrén Merren & Company
ORREN MERRÉN & COMPANY
Attorneys-at-Law for the Plaintiff

This Writ was issued by Messrs. Orrén Merren & Company, the attorneys-at-law for the Plaintiff, whose address for service is Kirk House, 3rd Floor, Albert Panton Street, George Town, P. O. Box 481G, Grand Cayman, Cayman Islands, British West Indies.

MAY 16, 1997



Kirkconnell Brothers Ltd.
 P.O. BOX 72 GRAND CAYMAN
 CAYMAN ISLANDS B.W.I.
 PHONE: 809-949-2521

STATEMENT

KIRKCONNELL BROTHERS LTD.
 P.O. BOX 72
 GRAND CAYMAN
 CAYMAN ISLANDS
 B.W.I.

PLEASE PRINT PORTION
 WITH YOUR PAYMENT TO

JAMIN BY THE SEA

JAMIN BY THE SEA
 P.O. BOX 1724
 GRAND CAYMAN

STATEMENT DATE
 5/31/93
ACCOUNT NUMBER
 1958-00

STATEMENT DATE
 5/31/93
ACCOUNT NUMBER
 1958-00

DATE	TRANSACTION	REFERENCE	CHARGES	CREDITS
	BALANCE FORWARD		9395.71	
5/04/93	CHARGE	66253	117.62	
5/03/93	CHARGE	66325	311.86	
5/03/93	CHARGE	66332	5.44	
4/30/93	CHARGE	66418	37.83	
5/01/93	CHARGE	66449	135.26	
5/06/93	CHARGE	66609	228.83	
5/08/93	CHARGE	66683	304.15	
5/10/93	CHARGE	66712	248.67	
5/11/93	CHARGE	66735	96.21	
5/18/93	CHARGE	66790	278.44	
5/13/93	CHARGE	66905	237.98	
5/14/93	CHARGE	66928	43.75	
5/17/93	CHARGE	67717	193.83	
5/19/93	CHARGE	67777	398.08	
5/19/93	CHARGE	68019	47.34	
5/20/93	CHARGE	68027	111.32	
5/21/93	CHARGE	68062	70.47	
5/22/93	CHARGE	68087	234.72	
5/22/93	CHARGE	68114	556.89	
5/24/93	CHARGE	68134	263.58	
5/27/93	CHARGE	908527	19.49	
	FINANCE CHARGE		114.73	
CURRENT	OVER 30 DAYS	OVER 60 DAYS	OVER 90 DAYS	FINANCE CHARGE
4056.49	3659.36	5736.35		
				AMOUNT DUE
				13452.20
				PAGE # 1

REFERENCE	AMOUNT
BAL FWD	9395.71
66253	117.62
66325	311.86
66332	5.44
66418	37.83
66449	135.26
66609	228.83
66683	304.15
66712	248.67
66735	96.21
66790	278.44
66905	237.98
66928	43.75
67717	193.83
67777	398.08
68019	47.34
68027	111.32
68062	70.47
68087	234.72
68114	556.89
68134	263.58
908527	19.49
FINANCE	114.73
	AMOUNT DUE
	PAGE # 1

RMS: Net 10th prox. past due after 20th, accounts not paid by the end of the month following purchase will be charged A FINANCE CHARGE OF 2% PER MO. which is an ANNUAL PERCENTAGE RATE OF 24%. Closing date our billing cycle is the last day of each month.

STATEMENT



Kirkconnell Brothers Ltd.
 P.O. BOX 72 GRAND CAYMAN
 CAYMAN ISLANDS B.W.I.
 PHONE: 809-949-2521

RETURN THIS PORTION
 WITH YOUR PAYMENT TO

KIRKCONNELL BROTHERS LTD.
 P.O. BOX 72
 GRAND CAYMAN
 CAYMAN ISLANDS
 B.W.I.

JAMIN BY THE SEA

JAMIN BY THE SEA
 P.O. BOX 1724
 GRAND CAYMAN

STATEMENT DATE
 6/30/93

STATEMENT DATE
 6/30/93

ACCOUNT NUMBER
 1938-00

ACCOUNT NUMBER
 1938-00

DATE	TRANSACTION	REFERENCE	CHARGES	CREDITS	
6/02/93	BALANCE FORWARD		13452.20		
6/11/93	PAYMENT	6293		-5736.35	
6/12/93	CHARGE	67260	121.10		
6/18/93	CHARGE	67281	77.91		
6/15/93	CHARGE	67344	215.60		
6/16/93	CHARGE	67467	235.93		
5/31/93	CHARGE	67499	76.67		
1/06/93	CHARGE	67806	192.80		
6/02/93	CHARGE	68508	618.32		
6/03/93	CHARGE	68526	321.47		
6/10/93	CHARGE	68565	140.90		
6/05/93	CHARGE	68616	138.71		
6/07/93	CHARGE	68663	326.40		
6/21/93	CHARGE	68685	159.32		
6/24/93	CHARGE	68860	393.24		
6/25/93	CHARGE	73060	212.78		
6/05/93	CHARGE	73140	246.72		
6/19/93	CHARGE	73185	71.06		
	CHARGE	908878	19.49		
	CHARGE	909430	11.74		
	FINANCE CHARGE		75.48		
OUR WAREHOUSE HAS A 25% OFF ON SELECTED					
CURRENT	OVER 30 DAYS	OVER 60 DAYS	OVER 90 DAYS	FINANCE ^o CHARGE	AMOUNT DUE
					PAGE # 1

REFERENCE	AMOUNT
BAL FWD	13452.20
6293	-5736.35
67260	121.10
67281	77.91
67344	215.60
67467	235.93
67499	76.67
67806	192.80
68508	618.32
68526	321.47
68565	140.90
68616	138.71
68663	326.40
68685	159.32
68860	393.24
73060	212.78
73140	246.72
73185	71.06
908878	19.49
909430	11.74
FINANCE	75.48
	AMOUNT DUE
	PAGE # 1

TERMS: Net 10th prox. past due after 20th, accounts not paid by the end of the month following purchase will be charged A FINANCE CHARGE OF 2% PER MO. which is an ANNUAL PERCENTAGE RATE OF 24%. Closing date of our billing cycle is the last day of each month.

STATEMENT

Kirkconnell Brothers Ltd.
 P.O. BOX 72 GRAND CAYMAN
 CAYMAN ISLANDS B.W.I.
 PHONE: 809-949-2521

RETURN THIS PORTION
 WITH YOUR PAYMENT TO

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JAMIN BY THE SEA
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JAMIN BY THE SEA

STATEMENT DATE
 8/31/93
 ACCOUNT NUMBER
 1958-00

STATEMENT DATE
 8/31/93
 ACCOUNT NUMBER
 1958-00

DATE	TRANSACTION	REFERENCE	CHARGES	CREDITS
7/31/93	BALANCE FORWARD	63537	15202.52	
8/06/93	CHARGE	63559	104.70	
8/03/93	CHARGE	63595	160.19	
8/04/93	CHARGE	63639	326.88	
8/26/93	PAYMENT	82693	300.37	
	FINANCE CHARGE		175.10	-750.00

REFERENCE	AMOUNT
BAL FWD	15202.52
63537	104.70
63559	160.19
63595	326.88
63639	300.37
82693	-750.00
FINANCE	175.10

WE WELCOME KIRK OFFICE EQUIPMENT TO OUR SITE.
 SEE THEM FOR ALL YOUR OFFICE EQUIPMENT AND SUPPLIES.

CURRENT	OVER 30 DAYS	OVER 60 DAYS	OVER 90 DAYS	FINANCE CHARGE	AMOUNT DUE
892.14	5697.45	3580.16	5174.91	175.10	15519.76

AMOUNT DUE
15519.76

MS: Net 10th prox. past due after 20th, accounts not paid by the end of the month following purchase will be charged A FINANCE CHARGE OF 2% PER MO. which is an ANNUAL PERCENTAGE RATE OF 24%. Closing date of billing cycle is the last day of each month.

Kirkconnell Brothers Ltd.
 P.O. BOX 72 GRAND CAYMAN
 CAYMAN ISLANDS B.W.I.
 PHONE: 809-949-2521

WITH YOUR PAYMENT TO
 KIRKCONNELL BROTHERS LTD.
 P.O. BOX 72
 GRAND CAYMAN
 CAYMAN ISLANDS
 B.W.I.

JAMIN BY THE SEA
 P.O. BOX 1724
 GRAND CAYMAN

JAMIN BY THE SEA

STATEMENT DATE
 4/30/93
 ACCOUNT NUMBER
 1958-00

STATEMENT DATE
 4/30/93
 ACCOUNT NUMBER
 1958-00

DATE	TRANSACTION	REFERENCE	CHARGES	CREDITS	AMOUNT DUE	AMOUNT DUE
	BALANCE FORWARD					BAL FWD
4/19/93	CHARGE	47735	5736.35			47735
4/06/93	CHARGE	47880	32.74			47880
4/08/93	CHARGE	47951	310.77			47951
4/03/93	CHARGE	49770	325.42			49770
4/01/93	CHARGE	49857	22.83			49857
4/02/93	CHARGE	49899	62.38			49899
3/31/93	CHARGE	49924	261.54			49924
4/03/93	CHARGE	49963	120.22			49963
4/05/93	CHARGE	49987	81.84			49987
4/13/93	CHARGE	64538	160.26			64538
4/15/93	CHARGE	64611	527.42			64611
4/19/93	CHARGE	64666	160.53			64666
4/21/93	CHARGE	64726	372.96			64726
4/22/93	CHARGE	64775	80.07			64775
4/23/93	CHARGE	66006	213.54			66006
4/26/93	CHARGE	66035	180.06			66035
4/27/93	CHARGE	66088	82.71			66088
4/28/93	CHARGE	66123	265.03			66123
4/03/93	CHARGE	906490	104.98			906490
4/08/93	CHARGE	906688	209.10			906688
			42.84			
			42.12			
CURRENT	OVER 30 DAYS	OVER 60 DAYS	OVER 90 DAYS	FINANCE CHARGE	AMOUNT DUE	AMOUNT DUE
					PAGE # 1	PAGE # 1

RMS: Net 10th prox. past due after 20th, accounts not paid by the end of the month following purchase will be charged A FINANCE CHARGE OF 2% PER MO. which is an ANNUAL PERCENTAGE RATE OF 24%. Closing date of our billing cycle is the last day of each month.

PA

STATEMENT



Kirkconnell Brothers Ltd.
 P.O. BOX 72 GRAND CAYMAN
 CAYMAN ISLANDS B.W.I.
 PHONE: 809-849-2521

RETURN THIS PORTION
 WITH YOUR PAYMENT TO

KIRKCONNELL BROTHERS LTD.
 P.O. BOX 72
 GRAND CAYMAN
 CAYMAN ISLANDS
 B.W.I.

JAMIN BY THE SEA

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 GRAND CAYMAN

STATEMENT DATE
 4/30/93
 ACCOUNT NUMBER
 1958-00

STATEMENT DATE
 4/30/93
 ACCOUNT NUMBER
 1958-00

DATE TRANSACTION REFERENCE CHARGES CREDITS
 PLEASE PAY PROMPTLY TO AVOID FINANCE CHARGES.

REFERENCE AMOUNT

CURRENT	OVER 30 DAYS	OVER 60 DAYS	OVER 90 DAYS	FINANCE CHARGE	AMOUNT DUE
3659.36	5736.35	PAID 2/6 0.00	0.00	0.00	9395.71

AMOUNT DUE
9395.71

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STATEMENT

Kirkconnell Brothers Ltd
 GRAND CAYMAN
 CAYMAN ISLANDS B.W.I.
 P.O. BOX 72
 PHONE: 809-949-2521

PLEASE PRINT IN CAPITALS
 WITH YOUR PAYMENT TO
KIRKCONNELL BROTHERS LTD.
 P.O. BOX 72
 GRAND CAYMAN
 CAYMAN ISLANDS
 B.W.I.

JAMIN BY THE SEA
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 GRAND CAYMAN

JAMIN BY THE SEA


STATEMENT DATE
 7/31/93
 ACCOUNT NUMBER
 1958-00

STATEMENT DATE
 7/31/93
 ACCOUNT NUMBER
 1958-00

DATE	TRANSACTION	REFERENCE	CHARGES	CREDITS	AMOUNT
	BALANCE FORWARD		11371.49		11371.49
7/23/93	CHARGE	63041	10.55		63041
7/16/93	CHARGE	63054	19.07		63054
7/21/93	CHARGE	63112	57.54		63112
7/23/93	CHARGE	63203	104.59		63203
7/26/93	CHARGE	63248	109.40		63248
7/27/93	CHARGE	63277	309.18		63277
7/28/93	CHARGE	63305	164.83		63305
7/28/93	CHARGE	63307	70.00		63307
7/30/93	CHARGE	63335	107.09		63335
7/30/93	CHARGE	63512	218.11		63512
7/12/93	CHARGE	65094	196.29		65094
7/12/93	CHARGE	65122	314.20		65122
7/12/93	CHARGE	65141	31.74		65141
7/15/93	CHARGE	65308	180.35		65308
7/15/93	CHARGE	65311	35.42		65311
7/16/93	CHARGE	65350	314.37		65350
7/19/93	CHARGE	65399	616.77		65399
7/21/93	CHARGE	65445	607.03		65445
5/29/93	CHARGE	70187	489.93		70187
5/30/93	CHARGE	70259	191.43		70259
7/02/93	PAYMENT	70293		-1982.59	70293
7/03/93	CHARGE	73358	510.52		73358
CURRENT	OVER 30 DAYS	OVER 60 DAYS	OVER 90 DAYS	FINANCE CHARGE	AMOUNT DUE
					PAGE # 1
					AMOUNT DUE
					PAGE # 1

MS: Net 10th prox. past due after 20th, accounts not paid by the end of the month following purchase will be charged A FINANCE CHARGE OF 2% PER MO. which is an ANNUAL PERCENTAGE RATE OF 24%. Closing date of billing cycle is the last day of each month.

STATEMENT


Kirkconnell Brothers Ltd.
 P.O. BOX 72 GRAND CAYMAN
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RETURN THIS PORTION
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 GRAND CAYMAN

JAMIN BY THE SEA

STATEMENT DATE

7/31/93

ACCOUNT NUMBER

1958-00

STATEMENT DATE

7/31/93

ACCOUNT NUMBER

1958-00

DATE	TRANSACTION	REFERENCE	CHARGES	CREDITS	REFERENCE	AMOUNT
7/03/93	CHARGE	73406	122.15		73406	122.15
7/09/93	CHARGE	73431	378.57		73431	378.57
7/06/93	CHARGE	73463	314.47		73463	314.47
7/07/93	CHARGE	73495	186.20		73495	186.20
7/15/93	CHARGE	910472	37.65		910472	37.65
	FINANCE CHARGE		116.17		FINANCE	116.17
PLEASE PAY PROMPTLY TO AVOID FINANCE CHARGES.						
CURRENT	OVER 30 DAYS	OVER 60 DAYS	OVER 90 DAYS	FINANCE^o CHARGE	AMOUNT DUE	AMOUNT DUE
5697.45	3580.16	3941.76	1866.98	116.17	15202.52	15202.52

MS: Net 10th prox. past due after 20th, accounts not paid by the end of the month following purchase will be charged A FINANCE CHARGE OF 2% PER MO. which is an ANNUAL PERCENTAGE RATE OF 24%. Closing date or billing cycle is the last day of each month.

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 the Defendant or by the 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 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.

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

Orien Merren & Company
Attorneys-at-Law
P.O. Box 481G
Kirk House Third Floor
Albert Panton Street
Grand Cayman, B.W.I.

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