

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. **341** of 1997

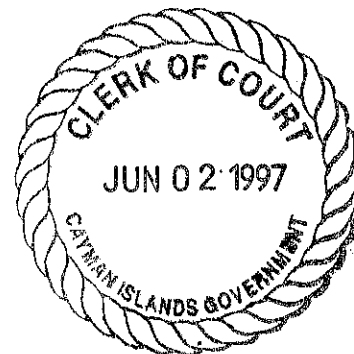
BETWEEN: HAWKINS & HAWKINS INVESTMENTS LTD PLAINTIFF

AND; SIEBERT WATLER

DEFENDANT

WRIT OF SUMMONS

TO; Mr. Sibert Watler
c/o Hibiscus Realty
West Bay Road
GRAND CAYMAN



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 495 G, 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 this **2nd** day of **June** 1997

NOTE: This Writ may not be served later than 4 calender months.

IMPORTANT

Directions for Acknowledgement of Service are given with the accompanying form

STATEMENT OF CLAIM

1 The Plaintiff is a limited liability company which is registered and incorporated under the Laws of the Cayman Islands to inter alia carry on the business of money lenders.

2 The Defendant is an individual who resides in the Cayman Islands and at the material time he was a borrower from the Plaintiff.

4 On or about the 13th day of March, 1996 the Defendant entered into a loan Agreement with the Plaintiff to borrow the principal sum of CI\$34,800.00 at an agreed rate of interest of 5% per month on the outstanding balance. It was an express term of the said Agreement that the Defendant would repay the full amount of principal plus interest by monthly installments of CI\$500.00 commencing on 13th April, 1997 and payable on the 13th day of each month following.

5 It was also an expressed term of the said agreement that in the event that there was a default of an installment payment the whole balance outstanding would become due and payable with interest compounded and continuing until the full satisfaction of the debt. It was also an expressed term of the said Agreement that in the event that the services of an Attorney At Law became necessary to obtain the payment then any costs and expenses incurred would be paid by the Defendant. The Plaintiff will rely on the said written Loan Agreement for its full terms and effects.

6 In furtherance of the terms of the said agreement the Plaintiff loaned to the Defendant the said sum of CI\$34,800.00 upon the execution of the said loan agreement by each of the parties. The Plaintiff also on 3rd July, 1996 increased the facility allowed to the Defendant by loaning him a further sum of CI\$18,856.43.

7 In breach of the said Agreement the Defendant despite making some initial payments on the said debt has not done so on a regular basis as is stipulated in the said Agreement and has not in fact made a payment since 29th January, 1997.

8 As a result of the said breach the Plaintiff made demand on the Defendant to have the outstanding amount paid, however, the Defendant has not paid the amount which together with interest now stands at CI\$52,250.57 to 28th April, 1997.

9 Despite repeated demands for payment of this outstanding amount the Defendant has neglected to pay same.



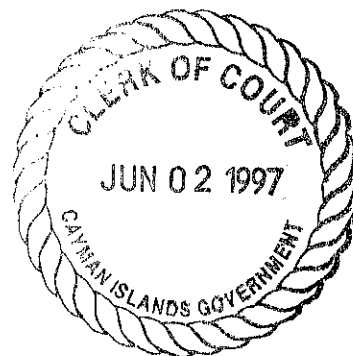
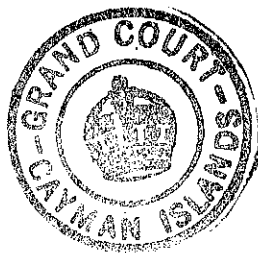
AND THE PLAINTIFF CLAIMS:

- (a) Payment of the principal amount outstanding of CI\$52,250.57 to 28th April, 1997
- (c) Interest at the statutory rate of 7 3/8% from the date hereof to the date of final judgement
- (d) Costs and Attorneys fees

Dated this 2nd day of June 1997.

Brooks & Brooks
BROOKS & BROOKS
Attorneys At Law for the Plaintiff

NOTE; 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\$52,250.57 plus costs and disbursements of CI\$1,000.00 further proceedings will be stayed. the money must be paid to the Plaintiff or to its Attorneys At Law .



THIS WRIT OF SUMMONS was filed by Brooks & Brooks Attorneys At Law for and on behalf of the Plaintiff herein whose address for service is that of its said Attorneys At Law 2nd Floor Harbour Centre, P O Box 1355GT GRAND CAYMAN

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 341 of 1997

BETWEEN: HAWKINS & HAWKINS INVESTMENTS LTD PLAINTIFF

AND; SIBERT WATLER 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. 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

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(Please tick box)

Yes

No

Service of Writ is acknowledged accordingly

Signed _____

Please complete oveleaf

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

Brooks & Brooks
Attorneys At Law
P O Box 1355 GT
GRAND CAYMAN

(2nd Floor Harbour Centre)

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