

IN THE GRAND COURT OF THE CAYMAN ISLANDS

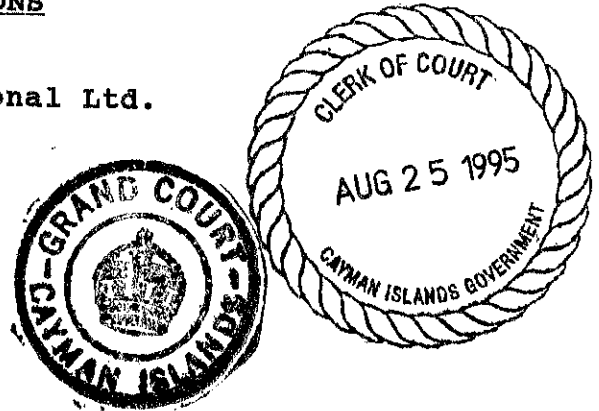
CAUSE NO 363 OF 1995

BETWEEN: CALDON FINANCE GROUP LIMITED Plaintiff  
AND: (1) R.A. HAWKINS INTERNATIONAL LTD. First Defendant  
(2) R. ANTONIO HAWKINS Second Defendant

WRIT OF SUMMONS

TO: (1) R.A. Hawkins International Ltd.  
P.O. Box 206  
George Town  
Grand Cayman B.W.I.

(2) R. Antonio Hawkins  
60 Jennifer Drive  
Snug Harbour  
Grand Cayman B.W.I.



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 496, George Town, Grand Cayman B.W.I., the accompanying Acknowledgment of Service stating therein whether you intend to contest these proceedings.

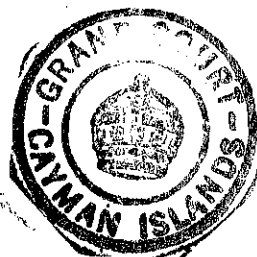
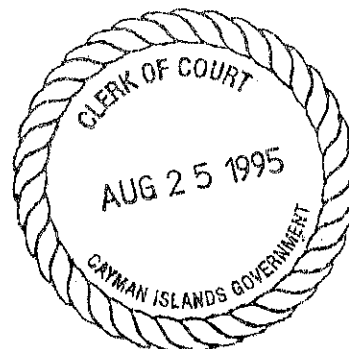
If you fail to satisfy the claim or to return the Acknowledgment within the time stated, or if you return the Acknowledgment without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 25<sup>th</sup> day of August, 1995.

NOTE - This Writ may not be served later than 4 calendar months beginning with the date of issue unless renewed by order of the Court.

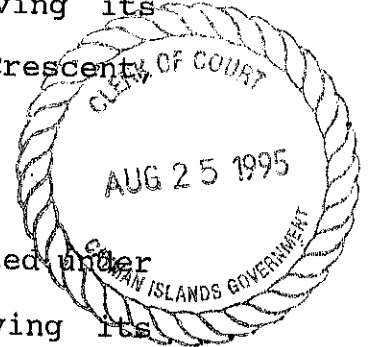
**IMPORTANT**

Directions for Acknowledgment of Service are given with the accompanying form.



STATEMENT OF CLAIM

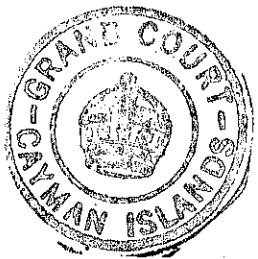
1. The Plaintiff is a Jamaican company having its registered office at 52-60 Grenada Crescent, Kingston 5, Jamaica W.I.
2. The First Defendant is a company incorporated under the laws of the Cayman Islands and having its registered office in care of Unit Group, Pasadora Place, Smith Road, P.O. Box 206, George Town, Grand Cayman B.W.I.
3. The Second Defendant is a Director of the First Defendant.
4. On the 17th day of February, 1995, the Directors of the First Defendant passed a number of resolutions which are as follows:-
  - (1) that the First Defendant acknowledged its indebtedness to the Plaintiff at 17th February, 1995 in the sum of (US\$137,827.26).
  - (2) that the First Defendant would repay the sum of US\$1,000.00 to the Plaintiff on that date; and



(3) that the Second Defendant was authorised to execute a Promissory Note on behalf of the First Defendant in favour of the Plaintiff supporting payment of US\$136,827.26 with interest at 12% per annum payable monthly with a final payment on the 18th day of September, 1995.

5. On the 31st day of March, 1995, pursuant to the Directors' resolutions of 17th February, the Second Defendant executed on behalf of the First Defendant a Promissory Note ("the Note") in favour of the Plaintiff for the sum of US\$136,827.26 ("the Principal") together with interest calculated on the basis of a 360-day year on the number of days elapsed at the rate of 12% per annum from the 17th day of February, 1995, by payments on the dates and in the amounts set out in the Schedule of the Note as follows:-

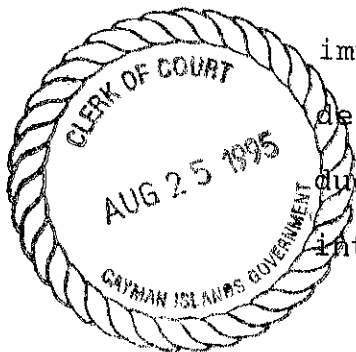
31st March, 1995	-	US\$1,000.00
17th April, 1995	-	US\$2,000.00
17th May, 1995	-	US\$1,000.00
19th June, 1995	-	US\$1,000.00
17th July, 1995	-	US\$3,000.00
17th August, 1995	-	US\$2,000.00
18th September, 1995	-	The Balance



all unpaid interest to be capitalised and added to the Principal on each interest payment date.

6. In addition to the Note, on the 31st day of March, 1995, the Second Defendant in his personal capacity executed a Guarantee ("the Guarantee") in favour of the Plaintiff to secure repayment of the US\$136,827.26 and interest owed by the First Defendant to the Plaintiff in the event that the First Defendant failed to comply with its obligations under the Note.

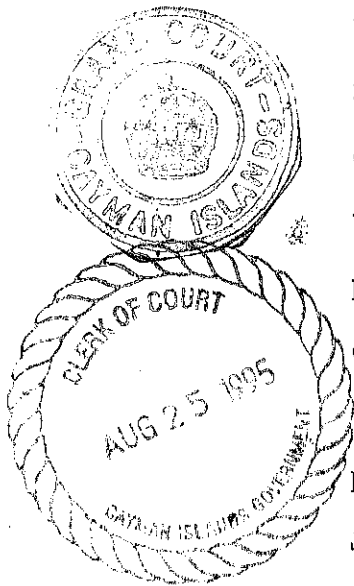
7. It was an express term of the Note, namely under clause 4(1), that all unpaid amounts due to the Plaintiff including interest would become immediately due and payable in the event of any default by the First Defendant in the payment when due of any part of the monthly installments of interest and principal due under the Note.



8. It was further an express term of the Note and the Guarantee, namely under clause 10 of each document, that the Defendants would pay the Plaintiff its legal fees on a full indemnity basis for the preparation of the Note and Guarantee, the stamp duty on them and all other disbursements in relation to them.



9. On 5th April, 1995, the First Defendant paid US\$1,000.00 to the Plaintiff being the payment due on 31st March, 1995, pursuant to the Schedule of the Note.
10. Subsequently, on the 17th day of April, 1995, and on the 17th day of May, 1995, both being payment dates pursuant to the Schedule of the Note, the First Defendant failed to pay to the Plaintiff the amounts then due and owing being the sums of US\$2,000.00 and US\$1,000.00 respectively.
11. By letter dated 14th June, 1995, the Plaintiff through its attorneys Messrs. Myers & Alberga notified the First Defendant that it was in default of its obligations under the Note and accordingly, under the terms of the Note as previously stated in paragraph 6 of this Statement of Claim, the balance of the loan including interest which would continue to accrue at the rate of 12% per annum until payment, was to be paid in full no later than 23rd June, 1995.

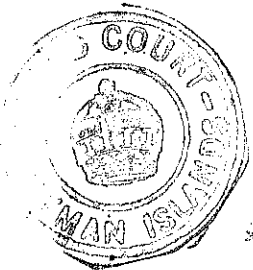


12. By letter dated 14th June, 1995, the Plaintiff through its attorneys Messrs. Myers & Alberga notified the Second Defendant that the First Defendant was in default of its obligations under the Note and consequently under the terms of the

Guarantee executed by the Second Defendant as previously stated in paragraph 7 of this Statement of Claim, the balance of the loan including interest, which would continue to accrue at the rate of 12% per annum until payment, was to be paid in full no later than 23rd June, 1995.

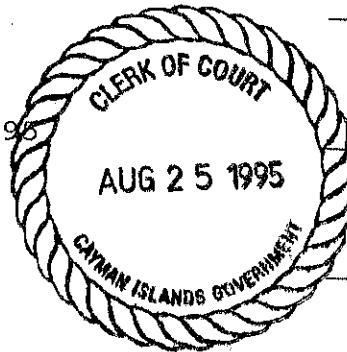
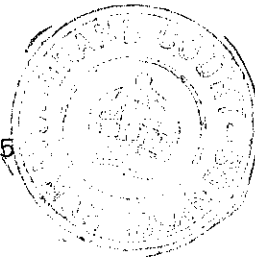
13. On 20th June, 1995, the First Defendant through its Jamaican attorney Mr. George G. Soutar paid to the Plaintiff the sum of US\$2,000.00 in cash and promised payment of a further US\$2,000.00 within the same week.

14. Notwithstanding the demand made by the letters of 14th June, 1995, to the First and Second Defendants for payment in full of the balance of the loan and interest and the First Defendant's promise of payment of a further US\$2,000.00 by letter dated 20th June, 1995, the Plaintiff has received only US\$1,000.00 on 13th July, 1995, and a further US\$1,000.00 on 15th August, 1995, and the balance of the loan which at 17th August, 1995, amounts to US\$140,193.20 including interest, remains due and owing together with legal fees and disbursements on the preparation and stamping of the Note and Guarantee amounting to US\$735.26 making a total due to the Plaintiff of US\$140,928.46.



PARTICULARS OF CLAIM

Amount due 17th February, 1995	US\$137,827.26
Less Payment	<u>1,000.00</u>
Amount of Note	136,827.26
Interest to 31st March, 1995	<u>1,915.58</u>
	138,742.84
Less Payment	<u>1,000.00</u>
	137,742.84
Interest to 17th April, 1995	<u>780.54</u>
	138,523.38
Interest to 17th May, 1995	<u>1,385.24</u>
	139,908.62
Interest to 19th June, 1995	<u>1,538.99</u>
	141,447.61
Less Payment 20th June	<u>2,000.00</u>
	139,447.61
Interest to 17th July, 1995	<u>1,301.51</u>
	140,749.12
Less Payment	<u>1,000.00</u>
	139,749.12
Interest to 17th August, 1995	<u>1,444.08</u>
	141,193.20
Less Payment 15th August	<u>1,000.00</u>
Balance due 17th August, 1995	140,193.20
Legal Fees and Disbursements	<u>735.26</u>
Total due on 17th August, 1995	<u>US\$140,928.46</u>



AND THE PLAINTIFF claims:-

i) an order that the Defendants jointly and severally pay to the Plaintiff:-

(a) the abovementioned sum of US\$140,928.46;

(b) interest on the abovementioned sum at the rate of 12% per annum calculated on the basis of a 360-day year on the number of days elapsed from the 17th August, 1995, to the date of payment compounded on 18th September, 1995, if not paid by that date.

ii) Further and other relief.

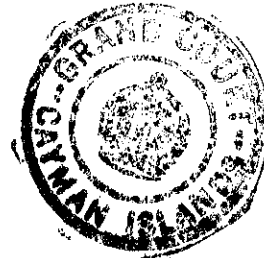
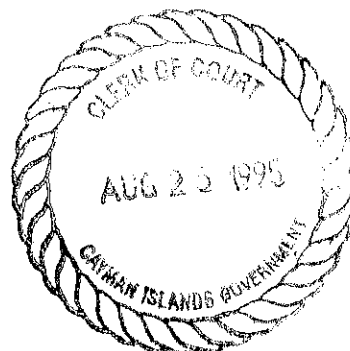
iii) Costs.



If, within the time for returning the Acknowledgment of Service, the Defendants pay the total amount claimed of \$140,928.46 (including interest and costs) further proceedings will be stayed. The money must be paid to the Plaintiff or their Attorney.

MYERS & ALBERGA

Per: *L. J. Chhot*  
Attorneys-at-Law for  
the Plaintiff



This Writ was issued by Myers & Alberga, Attorneys-at-Law for and on behalf of the Plaintiff, whose address for service is care of One Regis Place, P.O. Box 472, George Town, Grand Cayman B.W.I.

Acknowledgment of service of writ of summons (O.12, r.3)

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 for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgment of Service and return it to the Courts Office.
2. For the purpose of calculating the period of 14 days for acknowledging service, a writ served on the Defendant personally is treated as having been served on the day it was delivered to him.
3. Where the Defendant is sued in a name different from his own, the form must be completed by him with the addition in paragraph 1 of the words "sued as (*the name stated on the Writ of Summons*)".
4. Where the Defendant is a FIRM and an attorney is not instructed, the form must be completed by a PARTNER by name, with the addition in paragraph 1 of the description "Partner in the firm of (.....)" after his name.
5. Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN HIS OWN, the form must be completed by him with the addition in paragraph 1 of the description "trading as (.....)" after his name.
6. Where the Defendant is a LIMITED COMPANY the form must be completed by an Attorney or by someone authorised to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian *ad litem*.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.



**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.*

MYERS & ALBERGA  
ONE REGIS PLACE  
P.O. BOX 472  
GEORGE TOWN  
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.*

[Empty box for defendant's attorney indorsement]