

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE No. 132 of 1998

In the Matter of Grand Court Cause No. 498 of 1996
And in the Matter of US\$176,922.62 paid into Court on 16th September 1997

B E T W E E N:-

WILLIAM R. EDDLEMAN

Plaintiff

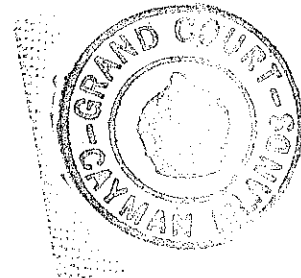
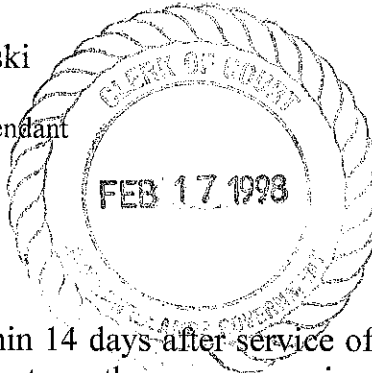
- and -

MAURICO JACOBO WOSLAWSKI

Defendant

ORIGINATING SUMMONS

TO: Maurico Jacobo Woslowski
c/o Brooks & Brooks
Attorneys-at-Law for the Defendant
Harbour Centre, 2nd Floor
P.O. Box 1355GT
Grand Cayman
Cayman Islands



LET THE DEFENDANT, within 14 days after service of this Summons on him, counting the day of service, return the accompanying Acknowledgement of Service to the Court's Office, P.O. Box 495G, George Town, Grand Cayman.

By this Summons, which is issued on the application of William R. Eddleman, esq. of Eddleman, Clark & Rosen, Attorneys-at-Law, Knox Central Place, 4627 North Central Expressway, Dallas, Texas 75205, USA, the Plaintiff seeks the determination of the Court on the following questions, namely:

1. Did the Plaintiff provide professional services to the Defendant and incur expenses on his behalf in relation to a claim or intended claim by the Defendant against Pan American International Insurance Corporation ("Pan-Am"), (a) at the Defendant's request or (b) pursuant to an agreement between them.
2. In the event that it is found the services were provided and expenses were incurred pursuant to an agreement between the parties:

- (a) what were its terms;
 - (b) is the agreement unenforceable for being champertous, and if not
 - (c) what services were provided and what expenses were incurred by the Plaintiff under the agreement;
 - (d) what sum, if any, is due to the Plaintiff from the Defendant under the agreement in the premises aforesaid?
3. In the event that it is found the services were provided and expenses incurred at the Defendant's request:-
- (a) what services were provided;
 - (b) what expenses were reasonably incurred;
 - (c) what is a reasonable rate of remuneration for the services provided;
 - (d) to what sum is the Plaintiff entitled in the premises aforesaid
4. (a) Whether the written agreement made between the Plaintiff and the Defendant on or about 23rd December 1996 whereby the Plaintiff agreed to defer collection of a debt of US\$42,000 from the Defendant until the Defendant received payment under an insurance claim against Pan-American International Corporation ("Pan-Am") in exchange for the Defendant's promise to direct Pan-Am to pay directly to the Plaintiff (in addition to fees and expenses incurred on the Defendant's behalf by the Plaintiff) the said sum of US\$42,000 is void for champerty; AND
- (b) if not whether, the Defendant having failed and refused to direct Pan-Am to pay the said sum direct to the Plaintiff pursuant to the said agreement, or to otherwise discharge the said debt due to the Plaintiff, the Defendant holds on trust at least US\$42,000 received from Pan-Am for the Plaintiff.

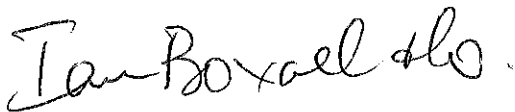
AND the Plaintiff claims against the Defendant:-

- (1) The sum found due from the Defendant to the Plaintiff under paragraph 2(d) or 3(d) above.
- (2) Interest upon the said sum pursuant to section 34 of the Judicature Law (1995 Revision) from 3rd July 1997 until 31st January 1998 at the rate of 7.375% and from 1st February 1998 until payment be made at the rate of 7.875%.
- (3) A declaration that the Defendant holds on trust for the Plaintiff the sum of US\$42,000 received from Pan-American International Corporation and paid into Court by its Attorneys on 16th September 1997 pending determination of the Plaintiff's claim thereto.

- (4) An Order that the Defendant do pay to the Plaintiff the said sum of US\$42,000 together with interest thereon pursuant to section 34 of the Judicature Law (1995 Revision) from 16th September 1997 until 31st January 1998 at the rate of 7.375% being US\$1,162.62 and at the rate of 7.875% from 1st February 1998 to the date hereof being US\$154.05 and continuing thereafter at the daily rate of US\$9.06 until full payment be made.
- (5) The amount of the *ad valorem* fee payable upon entering judgment against the Defendant herein
- (6) An Order that the sums payable by the Defendant to the Plaintiff under paragraphs (1), (2), (4) & (5) above be paid to the Plaintiff out of the monies paid into Court in Grand Court Cause No. 498 of 1996 on 16th September 1997 and a Direction for the payment out to the Plaintiff's attorneys of that sum.
- (7) An Order that the Defendant pay the Plaintiff's costs of this Originating Summons; such costs to be taxed if not agreed; the sum agreed or determined on taxation to be paid out to the Plaintiff from the funds paid into Court in Grand Court Cause No. 498 of 1996 on 16th September 1997 AND an Order that other than the payment out under paragraph (6) above there be no other payment out from the said sum paid into Court until payment out to the Plaintiff of his costs under this paragraph.
- (8) An Order that, after payment out to the Plaintiff of the sums specified under paragraphs (6) and (7) above, the balance remaining of the sum paid into Court in Grand Court Cause No. 498 of 1996 on 16th September 1997 be paid out forthwith to the Defendant and/or his attorneys.

If the Defendant does not acknowledge service, such judgment may be given or order made against or in relation to him as the Court may think just and expedient.

Dated the 17th day of February 1998.



Ian Boxall & Co.
Attorneys-at-Law for the Plaintiff

NOTE - This Summons 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 that date unless renewed by order of the Court.

IMPORTANT

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

This Originating Summons was issued by Ian Boxall & Co, Attorneys-at-Law for the Plaintiff, whose address for service is P.O. Box 1234GT, 3rd Floor, CIBC Financial Centre, Dr. Roy's Drive, Grand Cayman, Cayman Islands, British West Indies.