

IN THE GRAND COURT OF THE CAYMAN ISLANDS

Fees Paid	\$ 127.03
Receipt No.	883114
Date	14.7.98

CAUSE NO: 427 OF 1998

copy

B E T W E E N:

BANK OF BUTTERFIELD INTERNATIONAL (CAYMAN) LIMITED

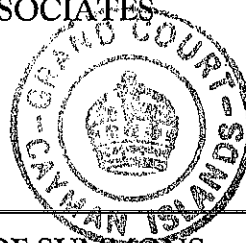
Plaintiff

AND



- (1) JIL FOSTER
- (2) SUMMIT HOLDINGS LTD., TRADING AS
JIL FOSTER & ASSOCIATES

Defendants



WRIT OF SUMMONS

TO: Ms. Jil Foster
P.O. Box 30369 SMB
Seven Mile Beach
Grand Cayman

AND TO: Summit Holdings Ltd.
P.O. Box 30369 SMB
The Falls Shopping Center
#3
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 (or such longer period as the Court may specify in granting leave to effect service out of the jurisdiction) 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 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 judgment may be entered against you forthwith without further notice.

Issued this *H* day of July 1998.

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.

STATEMENT OF CLAIM

In respect of Claim Number 1.

1. The Plaintiff's claim is for repayment of the sum of CI\$9,111.46 being for money had and received by the First Defendant in the form of a loan from the Plaintiff on loan account #02/405/011960 and/or being for money paid by the Plaintiff to the First Defendant as the First Defendant's bankers and at the First Defendant's request, and furthermore for interest agreed to be paid upon the said sum of money due from the First Defendant to the Plaintiff at the contractual rate of 11.5% per annum compounded monthly.
2. The First Defendant's last previous payment was the sum of CI\$500.00 made on 26th March 1998, and notwithstanding requests for payment by the Plaintiff the First Defendant has thereafter failed to pay the whole or any part of the sum due to the Plaintiff. Interest thereon has continued to accrue at the contractual rate aforesaid until 1st July 1998.

PARTICULARS

- (i) To 1st July 1998 the sum due was CI\$9,111.46

In respect of Claim Number 2

3. The Plaintiff's claim is for repayment of the sum of CI\$3,604.18 being for money had and received by the Second Defendant in the form of overdrafts from the Plaintiff on chequing account #02/101/031962 and/or for money paid by the Plaintiff to the

Second Defendant at the Second Defendant's request, and furthermore for interest agreed to be paid upon the said sum of money due from the Second Defendant to the Plaintiff at the contractual rate of 15.5% per annum compounded monthly.

4. The Second Defendant's last previous payment was for the sum of CI\$196.65 made on 3rd April 1998, and notwithstanding requests for payment by the Plaintiff the Second Defendant has thereafter failed to pay and continues to fail to pay the whole or any part of the sum due to the Plaintiff. Interest thereon has continued to accrue at the contractual rate aforesaid until 1st July 1998.


PARTICULARS

- (i) To 1st July 1998 the sum due was CI\$3,591.94.

AND THE PLAINTIFF CLAIMS:

1. CI\$9,111.46 and CI\$3,591.94, namely, a total sum of CI\$12,703.40.
2. Pre-judgment interest as aforesaid.
3. Post-judgment interest at 7 3/8% in accordance with the Judicature Law and the Judgment Debts (Rates of Interest) Rules 1996.
4. Fixed costs of CI\$500.00 pursuant to Order 62 Rule 1 of the Grand Court Rules 1995 plus the fee for the issue of this writ of CI\$127.03, namely, a total sum of CI\$627.03, or alternatively costs to be taxed.

If, within the time for returning the Acknowledgement of Service, the Defendant pays the total amount claimed of CI \$12,703.40 and interest at the rate aforesaid calculated up to the date of payment, and fixed costs of CI \$627.03, further proceedings will be stayed. The money must be paid to the Plaintiff or its Attorneys.


Hunter & Hunter
Attorneys for the Plaintiff

THIS WRIT was issued by Hunter & Hunter, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service is The West Wind Building, 2nd Floor, P.O. Box 190G, George Town, Grand Cayman. (Ref: HSM/LH/ 00138-076)