

IN THE GRAND COURT OF THE CAYMAN ISLANDS

472
CAUSE NO: OF 1998

BETWEEN:

ARNO E. HELLNER

PLAINTIFF

AND:

A. DWIGHT PANTON
(who is sued as personal representative
of Robert Selkirk Watler Deceased)

DEFENDANT

WRIT OF SUMMONS

TO: A. Dwight Panton of P.O. Box 875/876GT, Parsons Bldg, Crewe Rd., George Town, Grand Cayman, Cayman Islands.

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff of 7850, Byron Ave, Apt 201, Miami, Florida 33141-2080, U.S.A. in respect of the claim set out on the following pages.

Within [14 days] after 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 any 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 5th day of August, 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 that date unless renewed by order of the Court.

IMPORTANT

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

STATEMENT OF CLAIM

1 By Order of the Grand Court of the Cayman Islands dated November 18th, 1996 the Defendant who was appointed personal representative of the estate of Robert Selkirk Watler ("the Deceased") in place of Jeffrey M. Parker ("the Former Executor"). The Defendant is sued as personal representative of the Deceased.

2. By oral agreement between the Plaintiff and the Deceased on June 23rd, 1987 the Plaintiff agreed to lend and the Deceased agreed to borrow the sum of Can \$100,000 ("the Principal Sum") upon the following terms:

- (1) the Principal Sum would be paid without demand on June 23rd, 1988;
- (2) the Principal Sum would bear interest at the rate of 14% per annum plus Can \$150 per quarter in respect of expenses such interest and expenses to be paid in instalments of Can \$3,650 on September 23rd, 1987, March 23, 1988 and June 23rd, 1988.

3. Pursuant to such agreement the Plaintiff paid the Principal Sum to the Deceased on June 23rd, 1987, and the Deceased paid to the Plaintiff the instalments of Can \$3,650 due on September 23rd, 1987, December 23rd, 1987, March 23rd, 1988 and June 23rd, 1988.

4. In or about June 1988 the Plaintiff and the Deceased orally agreed to extend the loan for a further year on the following terms:

- (1) the Principal Sum would be paid without demand on June 23rd, 1989;
- (2) the Principal Sum would bear interest at the rate of 14% per annum plus Can \$150 per quarter in respect of expenses such interest and expenses to be paid by

instalments of Can \$3,650 on September 23rd, 1988, December 23rd, 1988, March 23rd, 1989 and June 23rd, 1989.

5. Pursuant to the agreement pleaded in paragraph 3 above the Plaintiff permitted the Principal Sum to remain on loan for a further year and the Deceased paid to the Plaintiff the instalments of Can \$3,650 due on September 23rd, 1988, December 23rd, 1988, March 23rd, 1989 and June 23rd, 1989.

6. In or about June 1989 the Plaintiff and the Deceased orally agreed to extend the loan on the following terms:

- (1) the Principal Sum would remain on loan for an unspecified period but repayable on demand;
- (2) the Principal Sum would bear interest at the rate of 14% per annum plus Can \$150 per quarter in respect of expenses such interest and expenses to be compounded annually if unpaid at the anniversary of the loan.

7. The Deceased died on August 22nd, 1989 without making any repayment of the Principal Sum or any further payment in respect of interest or expenses. At no time since the death of the Deceased has any payment been made in respect of the Principal Sum interest or expenses.

8. By letter dated November 6th, 1992 Charles Adams Ritchie & Duckworth, Attorneys-at-Law acting at the request of and behalf of the Former Executor as the then personal representative of the Deceased wrote to the Plaintiff acknowledging the debt of the Principal Sum and stating that the widow of the Deceased had confirmed that interest was payable on the Principal Sum at the rate of 14% and that in addition Can \$600 per annum was payable to the Plaintiff in respect of expenses.

9. By letter to the Defendant by his Attorneys-at-Law, Nelson & Company dated January 19th, 1998 the Plaintiff demanded payment of the Principal Sum interest and expenses.

Wrongfully the Defendant has failed to pay any sum in respect of the same.

10. The Principal Sum plus interest and expenses in respect of the period up to June 23rd, 1998 are as follows:

June 23 rd , 1989	\$100,000.00
12 months interest at 14%	14,000.00
Quarterly \$150 Can payments	<u>600.00</u>
Balance as at June 23 rd , 1980	<u>\$114,600.00</u>
12 months interest at 14%	\$16,044.00
Quarterly \$150 Can Payments	<u>600.00</u>
Balance as at June 23 rd , 1991	<u>\$131,244.00</u>
12 months interest at 14%	\$18,374.16
Quarterly \$150 Can Payments	<u>600.00</u>
Balance at June 23 rd , 1992	<u>\$150,218.16</u>
12 months interest at 14%	\$21,030.54
Quarterly \$150 Can Payments	<u>600.00</u>
Balance at June 23 rd , 1993	<u>\$171,848.70</u>
12 months interest at 14%	\$24,058.82
Quarterly \$150 Can Payments	<u>600.00</u>
Balance at June 23 rd , 1994	<u>\$196,507.52</u>

12 months interest at 14%	\$27,510.63
Quarterly \$150 Can Payments	<u>600.00</u>
Balance at June 23 rd , 1995	<u>\$224,618.15</u>
12 months interest at 14%	\$31,446.54
Quarterly \$150 Can Payments	<u>600.00</u>
Balance at June 23 rd , 1996	<u>\$256,664.69</u>
12 months interest at 14%	\$35,933.06
Quarterly \$150 Can Payments	<u>600.00</u>
Balance at June 23 rd , 1997	<u>\$293,197.75</u>
12 months interest at 14%	\$41,047.69
Quarterly \$150 Can Payments	<u>600.00</u>
Balance at June 23 rd , 1998	<u>CAN \$334,845.44</u>

11. Interest continued and continues to accrue due at the rate of Can \$128.43 per day. Expenses continued and continue to accrue due at the rate of Can \$1.64 per day. The total sum due in respect of the period up to August 5, 1998 is Can \$100,000 Principal Sum plus Can \$240,438.45 in respect of the interest and expenses.

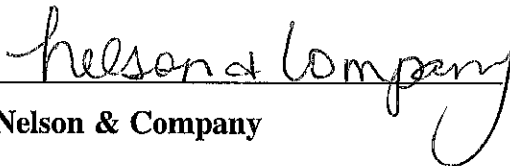
12. Further or in the alternative the Plaintiff is entitled to interest at such rate or rates and in respect of such period or periods as to this Honourable Court shall seem just pursuant to statute.

AND the Plaintiff claims:

- (1) Can \$100,000 in respect of the Principal Sum;

- (2) Interest and expenses pursuant to agreement in the sum of Can \$240,438.45 in respect of the period up to August 5, 1998 continuing at the rates of Can \$128.43 and Can \$1.64 per day respectively.
- (3) Further or in the alternative interest pursuant to statute.
- (4) Costs.

Dated the 5th day of August, 1998.


Nelson & Company

This Writ was issued by Messrs. Nelson & Company, Attorneys-At-Law for the Plaintiff, whose address of service is P.O. Box 2075, 4th Floor, West Wind Building, George Town, Grand Cayman.

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE OF WRIT OF SUMMONS

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 495GT, Grand Cayman.

Notes for Guidance

1. The Defendant is required to complete an Acknowledgment of Service and return it to the Court's Office.
2. If you wish to defend claims made in the originating summons, or intend to attend the proceedings and to participate in them so far as necessary (although not necessarily in an adversarial manner), you should tick the "Yes" box in paragraph 2 of the acknowledgment of service.
3. For the purpose of calculating the period of 14 days for acknowledging service, an originating summons served on the Defendant personally is treated as having been served on the day it was delivered to him.
4. Where the Defendant issued 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 Originating Summons)".
5. 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.
6. 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.
7. 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.
8. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian ad litem.
9. A Defendant acting in person may obtain help in completing the form at the Court's Office.

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AND: A. DWIGHT PANTON DEFENDANT
(who is sued as personal representative
of Robert Selkirk Watler Deceased)

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 and information required is
omitted or given wrongly,

Delay may result in judgement
being entered against a Defendant
whereby he may have to pay the costs
of applying to set it aside.

THIS FORM MAY HAVE TO BE RETURNED

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

3. 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 (*tick box*)
 YES

Service of the Writ is acknowledged accordingly

(Signed).....

[Attorney] for -
[Defendant in person]

Address for service:

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 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.

<p><i>Nelson & Company West Wind Building P.O. Box 2075 George Town Grand Cayman</i></p> <p><i>Phone: 949 9710</i></p>
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Indorsement by defendant's Attorney (or by defendant if suing in person) of his name, address and reference, if any, in the box below.

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