

IN THE GRAND COURT OF THE CAYMAN ISLANDS

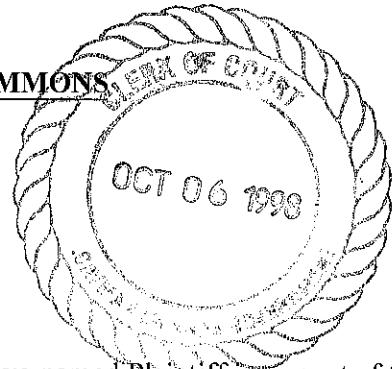
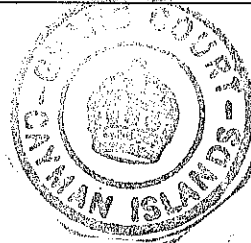
CAUSE NO. 617 OF 1998

BETWEEN: CABLE & WIRELESS (CAYMAN ISLANDS) LIMITED PLAINTIFF

AND: JOHN R. LIVELY DEFENDANT

SPECIALLY INDORSED WRIT OF SUMMONS

TO: John R. Lively
c/o Port Authority
George Town Dock
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 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 495GT, George Town, Grand Cayman, the accompanying Acknowledgment of Service form 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 *6th* day of October 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 Acknowledgment of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. The Plaintiff is a company incorporated in England, registered in the Cayman Islands and licensed to do business in the Cayman Islands providing, inter alia, telephone and telex services.
2. The Defendant resides in Grand Cayman.
3. The Plaintiff's claim against the Defendant is for payment of the principal sum of CI\$5,900.71 being the outstanding balance due and owing in respect of telephone services provided by the Plaintiff to the Defendant at the Defendant's request.

PARTICULARS


1. The Defendant applied to the Plaintiff for telephone service, and entered into a written agreement with the Plaintiff ("the Agreement") pursuant to which the Plaintiff installed a telephone for the Defendant's personal use. In the Agreement, the Defendant agreed to abide by the general terms and conditions for telephone service as set out therein and to pay on demand fees in respect of calls which would originate from that telephone.
2. The Plaintiff installed and/or provided telephone service at service number 97002132-0000 to the Defendant.
3. The Defendant is in default of the payment obligations set out in the Agreement. The balance payable for telephone services rendered by the Plaintiff to the Defendant full particulars whereof have been delivered to the Defendant amounts to CI\$5,900.71.

AND THE PLAINTIFF CLAIMS:

1. Payment of the said sum of CI\$5,900.71.
2. Interest pursuant to s.34(1) of the Judicature Law (1995 Revision) at the rate of 7 3/8% per annum until the date of judgment.
3. Costs.

NOTE: If within the time for returning the Acknowledgment of Service the Defendant pays the total amount claimed of CI\$5,900.71 (including interest and costs) further proceedings will be stayed. The money must be paid directly to the Plaintiff or its Attorneys at Law.

DATED this 6th day of October 1998.


W. S. WALKER & COMPANY
Attorneys-at-Law for the Plaintiff

ISSUED by W. S. Walker & Company of P. O. Box 265, Caledonian House, George Town, Grand Cayman, Attorneys at Law for and on behalf of the Plaintiff herein whose address for service is that of its said Attorneys at Law.

BETWEEN: CABLE & WIRELESS (CAYMAN ISLANDS) LIMITED PLAINTIFF

AND: JOHN R. LIVELY DEFENDANT

ACKNOWLEDGMENT 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 judgment 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 Defendants by whom or on whose behalf the service of the Writ of Summons is being acknowledged.

2. State whether the Defendant intends to contest the proceedings (tick where appropriate)

[] Yes [] No

3. If the claim against the Defendant is for a debt or liquidated demand, AND he does not intend to contest the proceeding, state if the Defendant intends to apply for a stay of execution against any judgment 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 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.

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

W. S. Walker & Company P.O. Box 265 Caledonian House Mary Street Grand Cayman Ref: SC/sm/C2-19963
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Endorsement 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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**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

