

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 658 OF 1998

BETWEEN:

COLLINS BROADHURST & FURNISS

Plaintiff

-and-

JOHN MITCHELL

1st Defendant

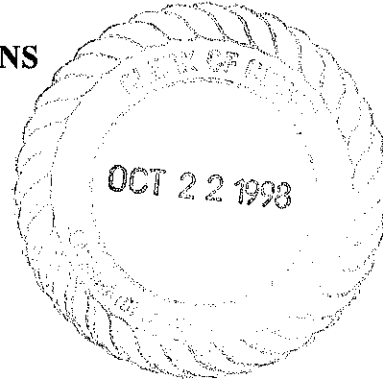
-and-

JANTHRA MITCHELL

2nd Defendant



WRIT OF SUMMONS



TO: John Mitchell
44 Pitreavie Drive
Hallisham, East Sussex, England

And To: Janthra Mitchell
44 Pitreavie Drive
Hallisham, East Sussex, England

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 28 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 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 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 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 law firm in the Cayman Islands.
2. The 1st Defendant is an individual residing in Hallisham, East Sussex, England.
3. The 2nd Defendant is an individual residing in Hallisham, East Sussex, England. The 1st and 2nd Defendants are husband and wife.
4. At all material times the 1st Defendant acted on his own behalf and on the behalf of the 2nd Defendant as her agent in entering into the agreement pleaded below.
5. In August of 1997 the Defendants retained the Plaintiff to represent their interests in regard to a dispute relating to the Defendants pending acquisition of a property in the Cayman Islands. The dispute at issue involved only Cayman Islands property pursuant to an agreement to be interpreted in accordance with Cayman Islands Law.
6. In connection with the Plaintiff providing legal services, advice and representation to the Defendants it was expressly or impliedly agreed that :
 - a. The Plaintiff would provide legal services required in relation to issues arising between the Defendants and the vendor of the said property;
 - b. The Defendants would provide instructions as required for the proper conduct of the issues relating to the dispute;
 - c. The Defendants would promptly pay legal accounts upon the Plaintiff rendering same.
7. The Plaintiff complied with its obligations under the said agreement and provided legal serviced in a professional and timely manner.
8. In connection with the providing of such services, accounts were rendered for legal services provided and disbursements incurred by the Plaintiff on the behalf or for the benefit of the Defendants. Accounts were rendered on September 30, October 31, November 30, December 31, 1997, January 31, March 31, April 30, June 30 and September 30, 1998.
9. The Defendants breached the said agreement as
 - a. they failed to honour the accounts rendered; and
 - b. they failed to provide instructions on a timely basis.

10. As of the date of the issuance of this writ, the Defendants have unpaid accounts of \$4,724.35 which they have refused to Plaintiff to the Plaintiff.
11. The Plaintiff has made numerous attempts to obtain instructions and to obtain payment on the said accounts. Despite such requests, the Defendants have refused to provide either instructions or to make payments on the accounts.
12. As a result of the foregoing, the Defendants are liable to the Plaintiff for the sum of \$4,724.35.
13. The Plaintiff also claims interest upon the said damages pursuant to the Judicature Law (1995 Revision) and the Judgment Debts (Rates of Interest Rules) 1996 at the rate as prescribed of 7 3/8 % or at such other rate as may be prescribed or as this Honourable Court deems just from the date of the issuance of the proceeding.

AND THE PLAINTIFF CLAIMS:

1. Damages for Breach of Contract in the sum of \$4,724.35;
2. Interest upon the said damages pursuant to the Judicature Law (1995 Revision) and the Judgment Debts (Rates of Interest Rules) 1996 at the rate as prescribed of 7 3/8 % or at such other rate as may be prescribed or as this Honourable Court deems just from the date of the issuance of the proceeding.
3. Costs.

Dated October 19, 1998

Collins Broadhurst & Furniss
COLLINS BROADHURST & FURNISS
Attorneys at Law for the Plaintiff.

This Writ of Summons was issued by Collins Broadhurst & Furniss whose address for service is Collins Broadhurst & Furniss, Attorney-at-Law, P.O. Box 2503, George Town, Grand Cayman, Cayman Islands, British West Indies, Attorneys for the Plaintiff.

**DIRECTIONS FOR ACKNOWLEDGEMENT OF SERVICE
OF WRIT OF SUMMONS**

1. The accompanying form of *Acknowledgement 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 495, G.T. Grand Cayman.

2. A Defendant who states in his Acknowledgement 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 not endorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2), the defence must be served within fourteen (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 endorsed on the Writ, the defence need not be served until fourteen (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 within 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 Acknowledgement of Service, that he intends to apply for a stay, execution will be stayed for fourteen 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.

Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgement 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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

Cause No. 658 of 1998

Between:

COLLINS BROADHURST & FURNISS

Plaintiff

-and-

JOHN MITCHELL

1st Defendant

-and-

JANTHRA MITCHELL

1st Defendant

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. 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 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 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 see over leaf.....

Notes on address for service

Attorney: where 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 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.

COLLINS BROADHURST & FURNISS

Attorneys-at-Law
40 Linwood St.
P.O. Box 2503, G.T.
Grand Cayman
Cayman Islands, 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.