

IN THE GRAND COURT OF THE CAYMAN ISLAND

CAUSE NO. 16 of 1999

BETWEEN: HAWKINS & HAWKINS INVESTMENTS LTD. PLAINTIFF

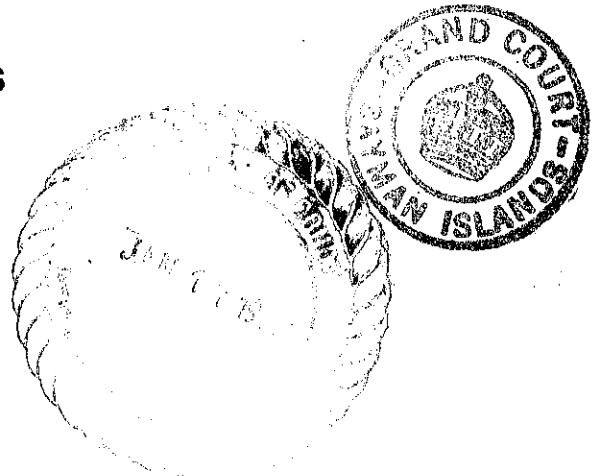
AND; OWEN LATTIE FIRST DEFENDANT

AND: HARVEY STEPHENSON SECOND DEFENDANT

WRIT OF SUMMONS

TO; Mr Owen Lattie
c/o Aralco Garage (across
the road from Public Works)
George Town

AND TO; Mr Harvey Stephenson
c/o British American Bank
Industrial Park
George Town



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 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 495 G, George Town, Grand Cayman, the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings.

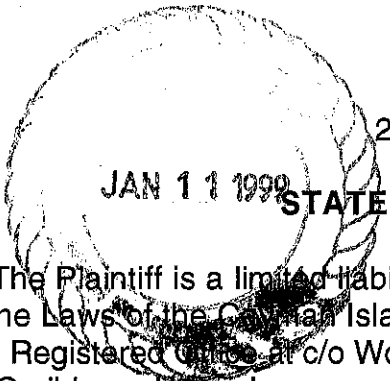
If you fail to satisfy the claim or to return the Acknowledgement within the time stated, or if you return the Acknowledgement without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and Judgement may be entered against you forthwith without further notice.

Issued this 11th day of January, 1999

NOTE: This Writ may not be served later than 4 calendar months beginning with the date of the issue unless renewed by Order of the Court.

IMPORTANT

Directions for Acknowledgement of Service are given with the accompanying form



STATEMENT OF CLAIM

1 The Plaintiff is a limited liability company duly registered and incorporated under the Laws of the Cayman Islands inter alia to carry on the business of financing with its Registered Office at c/o Woodward Terry & Associates, Attorneys At Law, 3rd Floor, Caribbean Home Insurance Building, P O Box 822 GT George Town, Grand Cayman.

2 The First Defendant is an individual who resides in the Cayman Islands and at the material time was a customer of the Plaintiff.

3 The Second Defendant is a businessman who also resides in the Cayman Islands and at the material time he acted as the Guarantor of the First Defendant.

4 On or about 16th June, 1995 the First Defendant entered into a written agreement with the Plaintiff to borrow CI\$5,000.00 with the Second Defendant also executing the Loan Agreement as 'a responsible party' or Guarantor for the said loan. It was an expressed term of the said Agreement that the First Defendant would repay the outstanding amount plus interest at the rate of 5% per month by installment payments on the 15th day of each month. By implication the Second Defendant agreed that he would ensure that the payments to be made by the First Defendant would be paid to the Plaintiff. In reliance on this said assurance the Plaintiff loaned the Defendant the said funds.

5 In breach of the terms of the said Agreement the First Defendant has neglected to make such payments and the Second Defendant has neglected to ensure that the First Defendant make such payments.

6 As a result of the First and Second Defendant's breach, the Plaintiff made various written Demands on each of the parties but to date, they have neglected to pay the outstanding amount plus accrued interest.

WHEREFORE THE PLAINTIFF CLAIMS


((a) Payment of the principal amount outstanding plus accrued interest to January, 1999 of CI\$12,879.41.

(b) Interest at the rate specified in the written agreement to the date of settlement of the debt.

(c) Such further or other relief as this Honourable Court shall deem appropriate.

(d) Costs and Attorneys fees

Dated this 1st day of January, 1999


BROOKS & BROOKS
Attorneys At Law for the Plaintiff

NOTE: PLEASE NOTE that if within the time allowed for returning the Acknowledgement of Service (i.e. 14 days) the Defendant pays the total amount claimed of CI\$12,879.41 plus costs and disbursements of CI\$ 1,310.00 making a total payable of CI\$ 14, 189.41 further proceedings will be stayed. The money should be paid to the Plaintiff or to its Attorneys At Law

THIS WRIT OF SUMMONS was filed by Brooks & Brooks Attorneys At Law for and on behalf of the Plaintiff herein whose address for service is that of its said Attorneys At Law One, Artillery Court , P O Box 1355GT GRAND CAYMAN

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AND; OWEN LATTIE FIRST DEFENDANT

AND; HARVEY STEPHENSON SECOND 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 judgement 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

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(Please tick box)

Yes

No

Service of Writ is acknowledged accordingly

Signed _____

Please complete oveleaf

(Attorney) for

(Defendant in Person)

Address for service:

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 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 or principal office.

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

**Brooks & Brooks
Attorneys At Law
P O Box 1355 GT
GRAND CAYMAN**

(One, Artillery Court, George Town, Grand Cayman)

Indorsement by the defendant's attorney (or by the defendant if suing in person) of his name , address and residence, if any in the box below