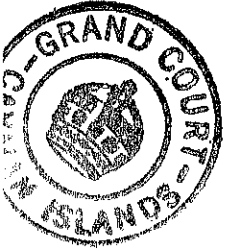


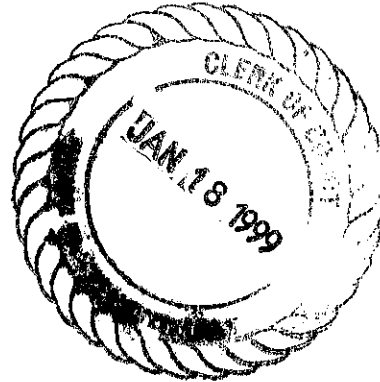
IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 26 OF 1999

B E T W E E N:



HUNTER & HUNTER



Plaintiff

AND

NOEL ALSTON CHRISTIAN

Defendant

WRIT OF SUMMONS

TO: Noel Alston Christian, P.O. Box 254, West Bay, 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 the service of the Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, PO Box 495Gt, 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 18 day of January, 1999

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.

STATEMENT OF CLAIM

1. The Plaintiff is and has at all material times been a law firm carrying on business in the Cayman Islands. The Defendant is a former client of the Plaintiff.
2. The Plaintiff was retained to act as a legal counsel for the Defendant in a matter in a Summary and Grand Court between the 10th of August 1996 and the 9th of February 1998.
3. A bill of cost dated the 28th February 1998 containing fee notes for professional services rendered was sent to the Defendant.
4. A reminder of the out standing fee notes in the form of a letter dated 4th May 1998 was also sent to the Defendant.
5. A response was received by way of a letter dated the 27th May 1998 whereby the Defendant offered to pay CI\$200.00 per month commencing in June 1998, the Defendant also indicated that he would be willing to pay any interest accrued during that time.
6. The Defendant failed to make any payment and another reminder in a form of a letter dated 23rd July 1998 was sent.
7. On the 30th of August 1998 a payment of CI\$250.00 was received from the Defendant, however no other payments has been received as to date.
8. On the 23rd September 1998 a letter was sent to the Defendant whereby he was advised to make the next payment of CI\$200.00 by the 2nd October 1998, otherwise the agreement of monthly payments would be cancelled and the Plaintiff would recover the outstanding amount through the courts.
9. The Plaintiff has not received a response as to date.
10. The Defendant has failed to pay the sums due for professional services rendered by the Plaintiff despite written requests for payment of the amount.

11. In the premises the Plaintiff is entitled to payment of CI\$3,820.75 being the balance owed to the Plaintiff for services rendered plus interest pursuant to the Judicature Law of 7 3/8% at per diem of CI \$7.72.

AND THE PLAINTIFF CLAIMS:

1. CI \$3,820.75
2. Interest at 73/8 at a daily rate of CI \$7.72 until Judgment or payment.
3. Fixed costs pursuant to Order 62 rule 1 of CI \$500.00, plus the fees of the Writ of CI \$100.00.

If, within the time for returning the Acknowledgement of Service, the Defendant pays the total amount claimed of CI \$3,820.75 and interest at the rate aforesaid calculated up to the date of payment, and fixed costs of CI \$500.00, further proceedings will be stayed.

The money must be paid to the Plaintiff or his attorney.

Hunter & Hunter
 HUNTER & HUNTER

This Writ was issued by Hunter & Hunter, whose address for service is P.O. Box 190, George Town, Grand Cayman (Ref: ZM/00000.017).

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: OF 1998

B E T W E E N:

HUNTER & HUNTER

Plaintiff

AND

NOEL ALSTON CHRISTIAN

Defendant

ACKNOWLEDGMENT OF SERVICE

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

NO

Service of the Writ is acknowledged accordingly

(Signed)

[Attorney] for[] [Defendant in person]

Address for service

Please complete overleaf

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.

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 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.

Hunter & Hunter
West Wind Building
2nd Floor
P.O. Box 190 GT
Grand Cayman
Cayman Islands

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

[Empty box for defendant's attorney indorsement]

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 (or 21 if served out of jurisdiction) 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 (or 21 if served out of jurisdiction) 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

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.