

STATEMENT OF CLAIM

1 The Plaintiff is a businessman who is also a resident of the Cayman Islands.

2 The Defendant is a businessman who operates Simmons Enterprises which business is licensed to carry on work as builders and real estate developers.

3 On or about 20th October, 1993 the Defendant executed a Promissory Note in favour of the Plaintiff in which he agreed to pay the principal amount of CI\$45,000.00 at a rate of interest of 0.70% per month. It was verbally agreed between the parties that the Defendant would pay off the outstanding amount and interest by monthly instalments of CI\$2,035.23 per month commencing on 25th November, 1993 and that such payments would continue on a monthly basis until the total amount outstanding plus interest had been paid off in full.

5 In breach of the terms of the said Promissory Note the Defendant made three payments on the account of CI\$2,035.23 each which payments were made in November and December, 1993 and January, 1994. The Defendant also made one further payment of CI\$3,000.00 on 24th April, 1998 as a result of a demand made on him by the Plaintiff's Attorneys At law. The Defendant has neglected to make any further payments despite various demands by the Plaintiff, and his Attorneys At Law. As a result of the said Demand a further promise to pay was made by the Defendant by a letter dated 24th April, 1998 in which he promised to pay off the outstanding amount. The Plaintiff will rely on the content of the said Promissory Note, the letter of Demand from the Attorney at Law and the Defendants' reply thereto for their full terms and legal effect.

6 As a result of the letter of demand sent by the Plaintiff's Attonrey At Law the Defendant paid CI\$3,000.00 on the account on 24th April, 1998. However, despite the Defendant's promise to pay an additional CI\$5,000.00 on or beofre 29th May, 1998 on the outstanding balance to date he has made no further payments in breach of the terms of the Promissory Note.

WHEREFORE THE PLAINTIFF CLAIMS

((a) Payment of the principal amount outstanding of CI\$ 53,726.95 to 30th April, 1998

(b) Interest at the rate specified in the Promissory Note 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 15 day of February, 1999

Brooks & Brooks
BROOKS & BROOKS
Attorneys At Law for the Plaintiff

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 his said Attorneys At Law One, Artillery Court , P O Box 1355GT GRAND CAYMAN

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. of 1999

BETWEEN: KENNETH HALL PLAINTIFF

AND; DANIEL MIKE SIMMONS 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

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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