

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 1970OF 1999

B E T W E E N:

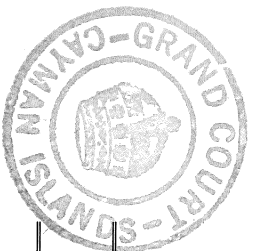
HUNTER & HUNTER

Plaintiff

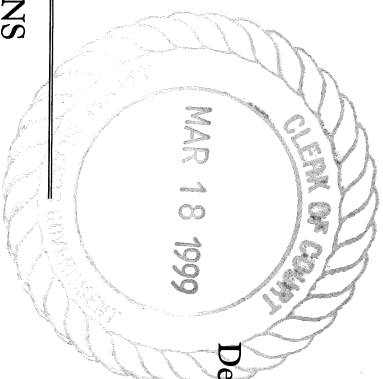
AND

JULES RAYMOND JERVIS

Defendant



WRIT OF SUMMONS



TO: Jules Raymond Jervis, c/o Ray's Photo, P.O. Box 971, George Town, 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 18th day of March, 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 various matters in the Summary Court between the 1st of May 1995 and 4th June 1998.
3. Four bills of cost dated May 31, 1998, August 31, 1997, July 31, 1997 and April 30, 1997 containing fee notes for professional services rendered were sent to the Defendant.
4. A second reminder of the outstanding fee notes dated August 31, 1997, July 31, 1997 and April 30, 1997 in the form of a letter dated November 4, 1998 was sent to the Defendant.
5. A payment of CI\$300 was received from the Defendant on July 28, 1997.
6. A third reminder was sent on March 23, 1998 of the outstanding fee notes dated August 31, 1997, July 31, 1997 and April 30, 1997 in the form of a letter was sent to the Defendant.
7. A payment of CI\$500 was received from the Defendant on April 21, 1998.
8. A fourth reminder was sent to the Defendant on November 23, 1999 in the form of a letter outlining the total outstanding and offering a payment plan to pay the balance over a three-month period. The initial payment of CI\$500 was to be paid no later than December 15, 1998. The two remaining payments of CI\$500 and CI\$428.50 were to be made on January 15, 1999 and February 15, 1999.
9. The Plaintiff telephoned the Defendant on January 19, 1999 to confirm receipt of our letter of November 23, 1998. The Defendant denied receiving the letter and the letter was re-sent by fax and by hand. The Defendant verbally agreed to being making payments on January 29, 1999.
10. A fifth reminder notice in the form of a notice was sent on March 15, 1999.
11. The Plaintiff has not received a response to date.

12. The Defendant has failed to pay the sums due for professional services rendered by the Plaintiff despite written requests for payment of the amount.
13. In the premises the Plaintiff is entitled to payment of CI\$1,428.50 being the balance owed to the Plaintiff for services rendered plus interest pursuant to the Judicature Law (1995 Revision) at the following rates for specified periods:-
 - From April 21, 1998 until December 31, 1998 at the rate of 73/8% on CI\$1,428.50 pursuant to the Judgment Debts (Rates of Interest) Rules 1996 being CI\$73.31.
 - From January 1, 1999 until March 17, 1999 at the rate of 7% on CI\$1,428.50 pursuant to Judgment Debts (Rates of Interest) Rules 1999 being CI\$20.82.
 - From March 17, 1999 until payment at the rate of 7% on CI\$1,428.50 pursuant to Judgment Debts (Rates of Interest) Rules 1999 being CI\$0.27 per day.

AND THE PLAINTIFF CLAIMS:

1. CI\$1,428.50
2. Interest to March 18, 1998 being CI\$94.40.
3. Interest at 7% on CI\$1,428.50 until judgment or payment CI\$0.27 being per day
4. 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\$1,428.50 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: HSM/00000.017).