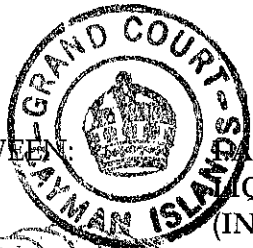


IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. ⁵³² OF 1999

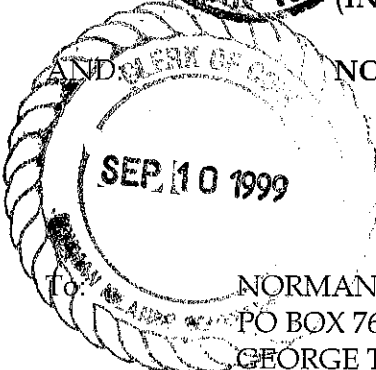


BETWEEN A.N. WIGHT AND M. W. PILLING, JOINT OFFICIAL
LIQUIDATORS OF FIRST CAYMAN BANK LTD.
(IN LIQUIDATION)

Plaintiffs

AND NORMAN SOLOMON

Defendant



WRIT OF SUMMONS

To: NORMAN SOLOMON
PO BOX 766
GEORGE TOWN
GRAND CAYMAN

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiffs in respect of the claim set out on the next page.

Within Fourteen days [14] 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, George Town, Grand Cayman, the accompanying Acknowledgment of Service stating therein whether you intend to contest these proceedings.

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

Issued this ^{8th} day of September, 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.

IMPORTANT

Directions for Acknowledgment of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. The Plaintiffs are the Joint Official Liquidators ("the Liquidators") of First Cayman Bank Ltd. (in Liquidation) ("the Bank"), whose address is P.O. Box 1113, George Town, Grand Cayman, Cayman Islands and who all material times has lent money to the Defendant.
2. The Defendant's address is, P.O. Box 766, George Town, Grand Cayman, Cayman Islands and the Defendant was at all material times the recipient of money lent by the Bank.
3. On or about the 3rd day of April, 1997, the Bank agreed to loan the Defendant the sum of CI\$9,632.58, which the Defendant agreed to repay at the rate of CI\$245.00 per month.
4. The said Agreement is contained or is evidenced by a Repayment Schedule dated the 12th day of March, 1997.
5. It was an express term of the said Agreement that the Defendant would pay interest on the amount of the said loan at the rate of 10% per annum. Pursuant to said Agreement on or about the 3rd day of April, 1997 the Plaintiffs advanced the Defendant, by way of a loan the sum of CI\$9,632.58.
6. Despite repeated requests by the Plaintiffs the Defendant only made three payments from April, 1997 to October, 1997.

7. Since October, 1997 the Defendant has made no further payments nor has he sought to make acceptable arrangements to the Plaintiffs. As a result the Plaintiffs claim the sum of CI\$9,690.53 being the aggregate balance due under the Loan, including interest which has accrued thereon.
8. The Defendant also maintained a chequing account number 110-107-045 with the Bank and on or about the 21st day of July, 1997, the Plaintiffs extended to the Defendant an overdraft facility of CI\$159.58 on the said chequing account. This facility was subject to normal banking terms and conditions including the right to repayment upon demand.
9. The Defendant has repaid the Bank the total sum of CI\$75.00 on account of the said loan.

PARTICULARS

CI\$50.00 - 25th day of July, 1997, by cash deposit

CI\$25.00 - 18th day of August 1997, by cash deposit

10. Since October, 1997, the Defendant has made no further payments nor has he sought to make acceptable arrangements to the Plaintiffs. As a result the Plaintiffs claim the sum of CI\$377.31 being the balance due on the overdraft facility, including interest which has accrued thereon.

PARTICULARS

Fees Paid.....
Receipt No.....
Date

- CI\$248.76 - 22nd day of April 1997, by transfer from account
- CI\$255.00 - 4th day of July 1997, by customer deposit
- CI\$100.00 - 18th day of August 1997, by cash deposit

AND THE PLAINTIFFS CLAIM:

1. The said sum of CI\$11,675.56 being the outstanding balance including interest of monies loaned to the Defendant by the Plaintiffs on 3rd day of April, 1997, which remains due and owing ("the initial sum"). Further, the said sum of CI\$377.31 being the outstanding balance of an overdraft facility extended to the Defendant, including interest, on or about the 27th day of July, 1997, ("the second sum").
2. The Plaintiffs claim further interest on the said sums as aforesaid from the date hereof until judgement or sooner payment at the daily rate of CI\$3.36.
3. Alternatively the Plaintiffs claim pre judgement interest pursuant to Section 34 of the Judicature Law (1995 Revision) as follows:
 - (i) on the initial sum at the rate of $7\frac{3}{8}\%$ from the 3rd day of April 1997 to the 31st day of January, 1998; and
 - (ii) on the second sum at the rate of $7\frac{3}{8}\%$ from the 27th day of July, 1997 to the 31st day of January, 1998;

- (iii) at the rate of $7\frac{7}{8}\%$ from the 1st day of February, 1998 to the 31st day of December, 1998; and
- (iv) at the rate of 7% from the 1st day of January, 1999 to the date of this Writ.

4. Further and alternatively the Plaintiffs claim interest at the rate of 7% pursuant to Section 34 of the Judicature Law (1995 Revision) from the date hereof until judgement or sooner payment.

5. Costs

If within the time for returning Acknowledgement of Service the Defendant pays the total amount claimed of CI\$12,045.96 (excluding the costs of any additional interest accruing) further proceedings will be stayed. The money must be paid to the offices of the Plaintiffs' attorneys-at-law.

Quin & Hampson
Quin & Hampson
Attorneys-at-Law for the Plaintiffs

To: Clerk of the Court

And to: Norman Solomon
PO Box 766
George Town
Grand Cayman

THIS WRIT was issued by Messrs. Quin & Hampson, Attorneys-at-Law for the Plaintiffs whose address for service and correspondence is P.O. Box 1348, Third Floor, Harbour Centre, George Town, Grand Cayman, B.W.I.

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 Plaintiffs (or on the Plaintiffs 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 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 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 Plaintiffs 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 installments 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 Acknowledgment 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 authroised to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on his 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.

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

Messrs. Quin & Hampson
Attorneys-at-Law
Third Floor, Harbour Centre
P.O. Box 1348
George Town,
GRAND CAYMAN

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]