

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 22 OF 1996

BETWEEN: HUIG ZUIDERENT PLAINTIFF

AND: ELSBERTH G. TERRY DEFENDANT



WRIT OF SUMMONS

TO: MR. E.G. TERRY  
of P.O. Box 656,  
Prospect, Grand Cayman, B.W.I.



THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of the claim set out on the Statement of Claim annexed.

Within 14 days after 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 495G, George Town, Grand Cayman, the accompanying Acknowledgment of Service stating therein whether you intend to contest these proceedings.

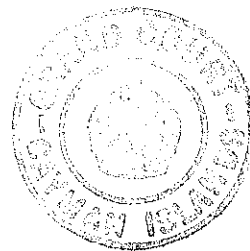
If you fail to satisfy the claim or to return the Acknowledgment within the time stated, or if you return the Acknowledgment without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

ISSUED this 24 day of January 1996.

NOTE - This Writ may not be served later than 4 calendar 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.



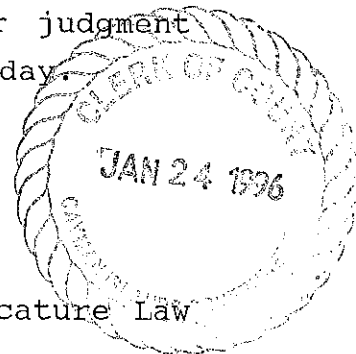
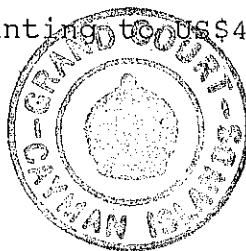
FILED BY Messrs. Ritch & Conolly, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service is that of his said Attorneys-at-Law, P.O. Box 1994, 3rd Floor Royal Bank Building, George Town, Grand Cayman, B.W.I.

STATEMENT OF CLAIM

1. By a Contract in writing dated the 16th March 1990 in consideration of First Cayman Bank Ltd advancing funds to the Defendant the Plaintiff agreed with First Cayman Bank Ltd to guarantee all debts and liabilities owing at any time by the Defendant limited to US\$18,529.95 with interest at the Bank's best lending rate of interest plus 3 per cent per annum.
2. The Plaintiff entered into the said Contract of guarantee at the Defendant's request.
3. The First Cayman Bank Ltd duly advanced the said funds amounting to US\$18,529.95 to the Defendant on the 16th March 1990.
4. The Defendant has not repaid the said sum or any part thereof to the First Cayman Bank Ltd as agreed or at all.
5. On the 26th September 1995 the Plaintiff paid to the First Cayman Bank Ltd the sum of US\$21,659.32 under the terms of the said guarantee.
6. Further the Plaintiff is entitled to and claims interest pursuant to S.34 Judicature Law (1995 Revision) on the sum of US\$21,659.32 at the rate of 8 3/8% per annum until the date of the issue of the Writ herein namely the sum of US\$559.81, and further the Plaintiff claims interest at the aforesaid rate from the date of issue herein until payment or judgment whichever is the earlier amounting to US\$4.98 per day.


**AND THE PLAINTIFF CLAIMS:**

1. The sum of US\$21,659.32.
2. The sum of US\$559.81 for interest under the Judicature Law 1995.



3. Interest under the said Law at the rate of US\$4.98 per day from the date of the Writ to the date of Judgment or sooner payment.
4. Costs.

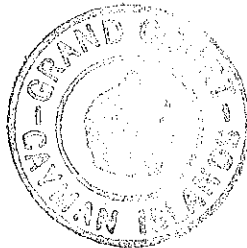
DATED this 16 day of January 1996.

  
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RITCH & CONOLLY

**TAKE NOTICE:** If within the time for returning the Acknowledgement of Service the Defendant pays the total amount claimed of US\$22,219.13 together with fixed costs of CI\$500.00 (US\$595.24) and filing fee of CI\$170.00 (US\$202.38) [AMOUNTING IN TOTAL TO US\$23,016.75] all further proceedings will be stayed. The money must be paid to the Plaintiff or his Attorney, Messrs. Ritch & Conolly

TO: The Clerk of Court

AND TO: The Defendant



**FILED BY** Messrs. Ritch & Conolly, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service is that of its said Attorneys-at-Law, P.O. Box 1994, 3rd Floor Royal Bank Building, George Town, Grand Cayman, B.W.I.