

IN THE GRAND COURT OF THE CAYMAN ISLANDS

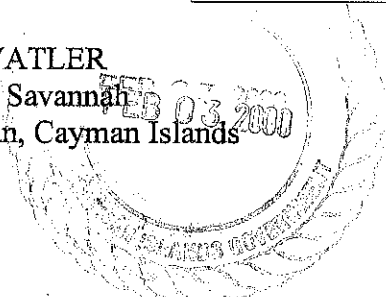
CAUSE No 53 of 2000

BETWEEN: WINSTON EUGENE HURLSTON PLAINTIFF

AND CHESTER WATLER DEFENDANT

WRIT OF SUMMONS

TO: CHESTER WATLER
P.O. Box 370 Savannah
Grand Cayman, Cayman Islands
BWI



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 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 21st day of January 2000.

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.

INDORSEMENT

1. The Plaintiff's claim against the Defendant is for the unpaid part of the purchase price, that is CI\$13,000.00, plus interest at 12% per annum, pursuant to the contract referred to hereinafter and pursuant to section 34 of the Judicature Law (1995 Revision); and such interest to 21st January 2000 is CI\$2,277.88 and continues at CI\$4.33 per day until all amounts are paid. The Plaintiff also claims post-judgment interest at the aforementioned rate.
2. In November of 1997, the Plaintiff sold and the Defendant bought, pursuant to an oral agreement, the following used equipment (called hereinafter the "Equipment") on an "as is" basis without any conditions or warranties whatsoever, whether express or implied by law (called hereinafter the "Contract"):
 - (a) 1979 Ford CL 9000 (VINX98QVFE 7651)
 - (b) Felb Flatbed Trailer (Cayman Islands Licence # 37844)
 - (c) Allis Chalmers Bulldozer Model # HD21 P.
3. The purchase price for the Equipment pursuant to the Contract was CI\$42,500.00 payable as follows:
 - (a) CI\$25,000.00 down payment – received,
 - (b) Monthly payments of CI\$2,600.00.

Title was not to pass until the entire purchase price was paid.
4. The Defendant agreed to maintain, insure and licence the Equipment entirely at his own expense.
5. The Defendant did not make any monthly payments from November 1997 to 30th June 1998.
6. In or about 10th July 1998, the Contract was amended only insofar as the parties agreed that the Defendant would pay CI\$500.00 per week (called hereinafter the "weekly instalment") until the debt was extinguished plus interest at 12% on the entire balance outstanding from time to time until all amounts owing were fully paid.
7. The Defendant paid CI\$2,000.00 in July 1998.
8. For August, September and October 1998, the Defendant paid only CI\$2,500.00 and the Defendant has not made any payments since 8th October 1998. Based on the foregoing, the Defendant has paid weekly instalments to 7 September 1998.

9. As of 21st January 2000 the unpaid balance of the purchase price plus interest is CI\$15,277.88, calculated as follows:

Purchase Price	CI\$42,500.00	
Paid as down payment		CI\$25,000.00
Paid as further payment		CI\$4,500.00
Interest at 12% from 8 th September to 21st January 2000 on (CI\$13,000.00)	<u>CI\$2,277.88</u>	<u> </u>
	CI\$44,777.88	CI\$29,500.00
Minus	<u>CI\$29,500.00</u>	
Owing	<u>CI\$15,277.88</u>	

Interest continues to run from 21st January 2000 at CI\$4.33 per day.

10. The Defendant, in breach of the Contract, has refused to pay the balance outstanding.

THE PLAINTIFF CLAIMS:-

1. AN ORDER for the payment by the Defendant of the sum of CI\$13,000.00
2. INTEREST accrued to 21st January 2000 in accordance with the terms of the Contract at the rate of 12% per annum equal to CI\$2,277.88 and continuing.
3. FURTHER and/or other relief.
4. COSTS of the Prescribed Filing Fee of CI\$180.00 and Fixed Costs CI\$500.00, alternatively costs to be assessed.

Total Amount as of 21st January 2000:

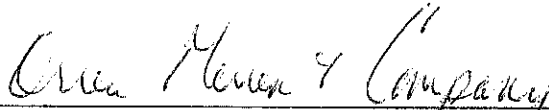
CI\$15,277.88

STATEMENT REGARDING INTEREST:

1. The rate of interest claimed is 12% per annum.
2. The date(s) from which interest is calculated is 8th September 1998.

3. The total amount of interest claimed as at 21st January 2000 is CUS\$2,277.88.
4. The amount of interest accruing each day thereafter is CUS\$4.33.

If, within the time for returning the Acknowledgement of Service, the Defendant(s) pays the total amount claimed of CUS\$15,277.88 including interest and costs) further proceedings will be stayed. The money must be paid to the Plaintiff's Attorney.


ORREN MERREN & COMPANY
Attorneys-at-Law for the Plaintiff

This Writ was issued by Messrs. Orren Merren & Company, the attorneys-at-law for the Plaintiff, whose address for service is Kirk House, Third Floor, Albert Panton Street, P.O. Box 481G, Grand Cayman, Cayman Islands, British West Indies.

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 endorsed 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 endorsed 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 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

Please complete overleaf

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.

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CAUSE NO. 53 of 2000

BETWEEN: WINSTON EUGENE HURLSTON PLAINTIFF
AND CHESTER WATLER DEFENDANT

ACKNOWLEDGMENT 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 judgment 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)
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)

Service of the Writ is acknowledged accordingly

(Signed).....

[Attorney] for

[Defendant in person]

Address for service:

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.

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

Orren Merren & Company Attorneys-at-Law P.O. Box 481 G Kirk House 3rd Floor Albert Panton Street Grand Cayman, B.W.I.
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Endorsement by defendant's Attorney (or by defendant if suing in person) of his name, address and reference, if any, in the box below.

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