

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 81 OF 2000

BETWEEN:

HILLVIE SMITH

-and-

LIVIA HUME-EBANKS



WRIT OF SUMMONS

TO: Livia Hume-Ebanks
In Care of Trade Link Bank
Elizabethan Square
Grand Cayman, Cayman Islands
British West Indies



THIS WRIT OF SUMMONS has been issued against you by the above named Plaintiff in respect of the claim set out on the following pages.

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 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 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 23rd day of February, 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.

STATEMENT OF CLAIM

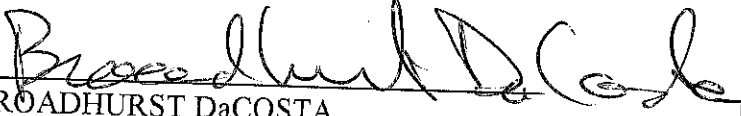
1. The Plaintiff is an individual residing in the Cayman Islands.
2. The Defendant is an individual residing in the Cayman Islands.
3. In February of 1997 the Defendant contacted the Plaintiff and requested that the Plaintiff participate in a savings plan being organized by the Defendant. The Defendant stated that the purpose of the savings plan was for a number of individuals to pool savings together to create a larger fund from which contributors to the pool could borrow in the event of necessity.
4. No interest or moneys in excess of the sums paid by a contributor of the proposed pool were to be repaid to an individual providing funds to the Defendant.
5. The Plaintiff stated that she would contribute the sum of C\$7400.00 to the savings plan organized by the Defendant on the condition that the sum of C\$7400.00 would be repaid to her on or before the end of April, 1997. The Defendant agreed to this condition and in February of 1997 the Plaintiff did give the Defendant C\$7400.00.
6. The delivery of the said funds did constitute a loan from the Plaintiff to the Defendant either in her own capacity or as undisclosed agent of other individuals unknown to the Plaintiff. The said loan was to be repaid in its entirety prior to end of April, 1997.
7. The Defendant, either by herself or with others, had use of the said funds from February, 1997 until the present.
8. The Defendant has been unable or unwilling to return to the Plaintiff the sum of C\$7400.00 or any other sum notwithstanding numerous requests for her to do so.
9. The Defendant is accordingly liable to the Plaintiff for the principal sum of C\$7400.00.
10. The Plaintiff claims interest on the said funds from April of 1997 being the date that the Defendant agreed to repay the funds to the Plaintiff. The Plaintiff claims interest in accordance with The Judicature Law (1995 Revision)

AND THE PLAINTIFF CLAIMS AGAINST THE DEFENDANT:

- A. The sum principal of C\$7400.00;
- B. Pre-judgment interest upon the said sum of C\$7400.00 from April 30, 1997 pursuant to The Judicature Law (1995 Revision);

- D. Such further and other relief that this Honourable Court may deem just or appropriate.
- E. Costs as taxed.

Dated the 23rd day of February, 2000


 BROADHURST DaCOSTA
 Attorneys-at-Law for the Plaintiff

INDORSEMENT

The amount claimed in respect of the debt or demand is CI\$7400.00 as principal and CI\$1554.56 as interest until the issue of the writ of summons for a total amount of CI\$8954.56. The amount of the fixed costs is CI\$500.00 and the costs of issuing the writ of summons is CI\$150.00. If, within the time for returning the acknowledgement of service, the defendant pays the plaintiff or its attorneys-at-law the total amount claimed in principal and interest, the fixed costs and the costs of issuing the writ of summons, further proceedings will be stayed. The money must be paid to the plaintiff or to its attorneys-at-law.

STATEMENT REGARDING INTEREST

- i. The prescribed rate of interest during the period up to January 31, 1998 was 8.375 per cent per year;
- ii. The prescribed rate of interest, during the period from February 1, 1998 to December 31, 1998, was 7.875 per cent per year;
- iii. The prescribed rate of interest from January 1, 1999 is 7 per cent per year;
- iv. The total interest claimed as at the date of the issue of the writ of summons is CI\$1554.56;
- v. The amount of interest accruing each day following the issue of the writ is CI\$1.42.

THIS WRIT OF SUMMONS was issued by Broadhurst DaCosta, the attorneys-at-law for the plaintiff, whose address for service is P.O. Box 2503 GT, 40 Linwood Street, George Town, Grand Cayman, Cayman Islands, British West Indies.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 81 OF ~~2000~~

BETWEEN:

HILLVIE SMITH

Plaintiff

-and-

LIVIA HUME-EBANKS

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 or otherwise participate in the proceedings (tick appropriate box)
Yes No
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.

Yes

Service of the Originating Summons is acknowledged accordingly

(Signed) _____

[Attorney] for

[Defendant in Person]

Address for Service:

Notes on address for service

Attorney: when 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 Island, 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 principal office.

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

Broadhurst DaCosta
Attorneys-at-Law
40 Linwood Street
P.O. Box 2503 GT
Grand Cayman, Cayman Islands

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]

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. 495GT, 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 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 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 Acknowledgement 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 next page for notes for guidance.

Please complete next page

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. If you wish to defend claims made in the originating summons, or intend to attend the proceedings and to participate in them so far as necessarily (although not necessarily in an adversarial manner) you should tick the "Yes " box in paragraph 2 of the acknowledgment of service.
3. 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.
4. Where the Defendant is used 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 Originating Summons)".
5. 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.
6. 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.
7. Where the Defendant is a LIMITED COMPANY the form must be completed by an Attorney or by someone authorized to act on behalf for the Company, but the Company cannot take any further step in the proceedings without an Attorney acting on its behalf.
8. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian ad litem.
9. A Defendant acting in person may obtain help in completing the form at the Courts Office