

IN THE GRAND COURT OF THE CAYMAN ISLANDS

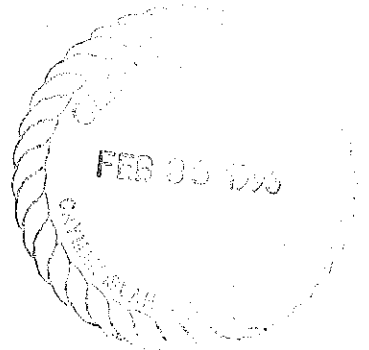
CAUSE NO. 48 OF 1996

BETWEEN: MICHAEL MONCRIEFFE PLAINTIFF

AND: DAWN WETHERELL DEFENDANT

WRIT OF SUMMONS

**TO: Dawn Wetherell
 North West Point,
 Grand Cayman.**



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

Within fourteen (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 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 judgement may be entered against you forthwith without further notice.

Issued the 6th day of February, 1996.

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 Acknowledgement of Service are given with the accompanying form.

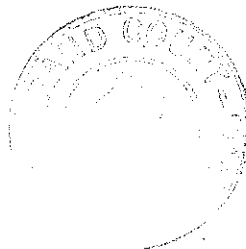
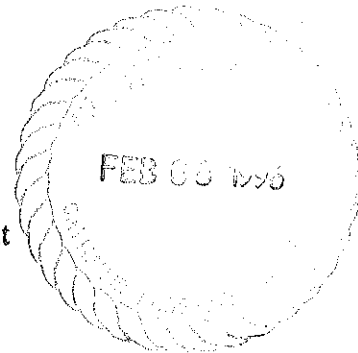
SPECIAL ENDORSEMENT

1. The plaintiff lives in Grand Cayman.
2. The defendant lives in North West Point.
3. On or about the 24th day of September, 1995 the defendant gave the plaintiff a Barclays Bank cheque for \$2,000.00 as a refund on a motor car. The plaintiff presented the cheque for cash at the Bank but it was returned to him for lack of funds.
4. On the 27th September, 1995 the plaintiff informed the defendant of what had taken place at the Bank. The defendant then told him that the Bank had made a mistake as the money was in the Bank. She took the cheque from the plaintiff, tore it up and gave him another cheque for \$2,000.00.
5. The plaintiff presented the Bank with the 2nd cheque but again was informed that there was no money to cover it.

WHEREFORE THE PLAINTIFF CLAIMS:-

1. The sum of \$2,000.00
2. Interest at 83/8% from date of Judgement until payment
3. Costs of be taxed or agreed.

Dated this 6th day of February, 1996.



NW

Neville W. Levy & Associates

This Writ was issued by Neville W. Levy & Associates, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service is that of the Thompson Building in George Town, Grand Cayman P.O.Box 2178.

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.

Neville W. Levy & Associates
Thompson Building, George Town.
P.O. Box 2178.

Indorsement by Defendant's Attorneys (or by defendant if suing in person) of his name, address and reference , if any, below.

