

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO 52 OF 1996

BETWEEN: FIRST CAYMAN BANK LTD Plaintiff

AND: HAROLD HAMANN Defendant

WRIT OF SUMMONS

TO: Harold Hamann
c/o Captain Morgan's Steak House
PO Box 1551
George Town
Grand Cayman



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, PO 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 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 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 Acknowledgment of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. The Plaintiff is a commercial Bank carrying on banking business and trading with a Class A Banking licence in the Cayman Islands.
2. On 3rd March 1992 the Plaintiff and the Defendant entered into an agreement in writing for a loan whereby the Plaintiff loaned to the Defendant the sum of CI\$28,994.92 repayable together with interest thereon at the rate of 3% above the Plaintiff's minimum lending rate from time to time in force but subject to a minimum rate of 11.5% per annum.
3. It was a term of the said loan agreement that, in the event that the Defendant failed to make the agreed repayments, the balance of the loan outstanding and any accrued interest thereon should become payable to the Plaintiff on demand.
4. The Defendant has defaulted on making the said repayments and the Plaintiff has demanded payment of the loan balance and accrued interest, but the Defendant has failed to pay the same.
5. There is due and owing to the Plaintiff as at the date hereof the sum of CI\$25,909.48.

And the Plaintiff claims against the Defendant:

- (i) the sum of CI\$25,909.48
- (ii) interest pursuant to the said loan agreement on CI\$25,909.48 at the rate of 13% per annum being a daily rate of CI\$9.22, from the date hereof until judgment or sooner payment, alternatively interest on the said sum pursuant to section 34 of the Judicature Law 1995 (Revision) on the sum of CI\$25,909.48 or at such rate and for such period as the Court thinks fit.

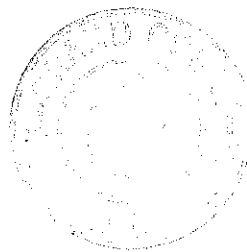


If within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of C\$25,909.48 (including interest) further proceedings will be stayed. The money must be paid to the Plaintiff or its Attorney.

Ian Boxall & Co

Ian Boxall & Co

Attorneys-at-Law for the Plaintiff



THIS WRIT was issued by Ian Boxall & Co, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service is 3rd Floor, CIBC Financial Centre, Dr Roy's Drive, PO Box 1234, George Town, Grand Cayman. (Ref: WJH)

BETWEEN: FIRST CAYMAN BANK Plaintiff

AND: HAROLD HAMANN 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 no

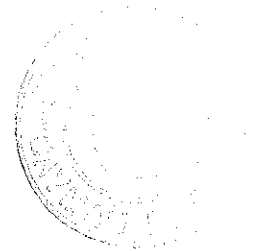
Service of the Writ is acknowledged accordingly.

(Signed)

[Attorney] for

[Defendant in person]

Address for service:



Please complete overleaf

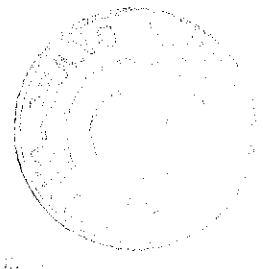
Notes on address for service:

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

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

Ian Boxall & Co (Ref: WJH)
PO Box 1234
George Town
Grand Cayman
Tel: 949-9876
Fax: 949-9877



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 ACKNOWLEDGEMENT 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, PO 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 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 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



Notes for Guidance

1. Each Defendant (if there are more than one) is required to completed 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 of 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.

