

IN THE GRAND COURT OF THE CAYMAN ISLANDS

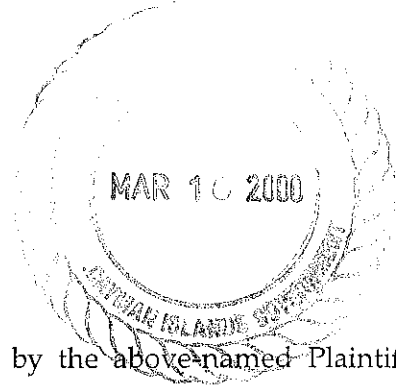
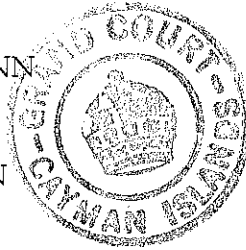
CAUSE NO. 183 OF 2000

BETWEEN: I.A.N. WIGHT AND M. W. PILLING, JOINT OFFICIAL  
LIQUIDATORS OF FIRST CAYMAN BANK LTD.  
(IN LIQUIDATION) Plaintiffs

AND: HARALD HAMANN Defendant

WRIT OF SUMMONS

To: HARALD HAMANN  
P.O. BOX 2071  
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 Fourteen days [14] 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 16<sup>th</sup> day of March, 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 Plaintiffs are the Joint Official Liquidators ("the Liquidators") of First Cayman Bank Ltd. (in Liquidation) ("the Bank"), whose address is P.O. Box 1113, George Town, Grand Cayman, Cayman Islands. The Bank at all material times has lent money to the Defendant.
2. The Defendant's address is P.O. Box 2071, George Town, Grand Cayman, Cayman Islands and the Defendant was at all material times the recipient of money lent by the bank.
3. On or about the 9<sup>th</sup> day of December, 1988, the Bank agreed to lend the Defendant the sum of CI\$3,543.83, which the Defendant agreed to repay.
4. The said agreement is contained in or is evidenced by a loan application dated the 9<sup>th</sup> day of December, 1988.
5. It was an express term of the said Agreement that the Defendant would pay interest on the amount of the said loan at the rate of the Bank's Best Lending Rate ("BBLR") plus 3% per annum. (BBLR is 4% above the U.S. prime rate.)
6. Pursuant to the said Agreement, the Plaintiffs paid to the Defendant by way of a loan the sum of CI\$3,543.83 on the 9<sup>th</sup> day of December, 1988.
7. On or about the 10<sup>th</sup> day of January, 1989, the Defendant requested additional funds of CI\$2,000.00.
8. The said increase is contained in or is evidenced by typed notes dated the 10<sup>th</sup> day of January, 1989.
9. On or about 8<sup>th</sup> September, 1989, the Defendant renegotiated his loan for CI\$14,936.55.

10. The said increase is evidenced by a typed noted the 8<sup>th</sup> day of September, 1989.
11. On or about 3<sup>rd</sup> March, 1992, the Defendant's overdrawn current account (a/c 110-063-962) was combined with this loan account to increase the balance by CI\$9,859.19 to a total of CI\$28,944.92.
12. The said increase is evidenced by a hand-written noted dated the 3<sup>rd</sup> day of March, 1992.
13. Pursuant to the said hand-written note dated the 3<sup>rd</sup> day of March, 1992, the Plaintiffs paid to the Defendant by way of a loan the sum of CI\$28,944.92. The said payment was made by transfer to the Defendant's account on the 3<sup>rd</sup> day of March, 1992.
14. The Defendant has repaid the Bank the total sum of CI\$33,175.46 on account of the said loan.

PARTICULARS

CI\$	120.00	March 10, 1989	by Standing Order
CI\$	120.00	April 13, 1989	by Standing Order
CI\$	120.00	May 9, 1989	by Standing Order
CI\$	120.00	June 9, 1989	by Standing Order
CI\$	120.00	July 7, 1989	by Standing Order
CI\$	120.00	August 21, 1989	by Standing Order
CI\$	120.00	September, 15, 1989	by Standing Order
CI\$	120.00	October 9, 1989	by Standing Order
CI\$	500.00	October 16, 1989	by Standing Order
CI\$	120.00	November 9, 1989	by Standing Order
CI\$	500.00	November 15, 1989	by Standing Order
CI\$	500.00	December 18, 1989	by Standing Order
CI\$	500.00	January 16, 1990	by Standing Order
CI\$	500.00	February 15, 1990	by Standing Order
CI\$	500.00	March 15, 1990	by Standing Order
CI\$	234.96	March 16, 1990	by Standing Order
CI\$	500.00	April 12, 1990	by Standing Order
CI\$	500.00	May 22, 1990	by Standing Order
CI\$	500.00	June 19, 1990	by Standing Order
CI\$	500.00	July 25, 1990	by Standing Order
CI\$	500.00	August 5, 1990	by Standing Order

CI\$	500.00	September 17, 1990	by Standing Order
CI\$	500.00	October 26, 1990	by Standing Order
CI\$	500.00	November 19, 1990	by Standing Order
CI\$	500.00	January 8, 1991	by Standing Order
CI\$	500.00	January 18, 1991	by Standing Order
CI\$	13,500.00	September 18, 1992	by sale of land held as security
CI\$	100.00	March 22, 1994	by Cash Deposit
CI\$	100.00	March 30, 1994	by Cash Deposit
CI\$	100.00	April 12, 1994	by Cash Deposit
CI\$	100.00	April 20, 1994	by Cash Deposit
CI\$	100.00	April 27, 1994	by Cash Deposit
CI\$	100.00	May 4, 1994	by Cash Deposit
CI\$	100.00	May 10, 1994	by Cash Deposit
CI\$	150.00	May 23, 1994	by Cash Deposit
CI\$	100.00	June 1, 1994	by Cash Deposit
CI\$	100.00	June 8, 1994	by Cash Deposit
CI\$	100.00	June 17, 1994	by Cash Deposit
CI\$	150.00	July 15, 1994	by Cash Deposit
CI\$	100.00	August 8, 1994	by Cash Deposit
CI\$	100.00	August 16, 1994	by Cash Deposit
CI\$	100.00	August 24, 1994	by Cash Deposit
CI\$	150.00	September 15, 1994	by Cash Deposit
CI\$	150.00	September 27, 1994	by Cash Deposit
CI\$	100.00	October 12, 1994	by Cash Deposit
CI\$	150.00	October 18, 1994	by Cash Deposit
CI\$	100.00	November 2, 1994	by Cash Deposit
CI\$	100.00	November 8, 1994	by Cash Deposit
CI\$	120.00	November 17, 1994	by Cash Deposit
CI\$	100.00	November 25, 1994	by Cash Deposit
CI\$	100.00	December 7, 1994	by Cash Deposit
CI\$	100.00	December 16, 1994	by Cash Deposit
CI\$	100.00	January 3, 1995	by Cash Deposit
CI\$	100.00	January 12, 1995	by Cash Deposit
CI\$	100.00	January 18, 1995	by Cash Deposit
CI\$	300.00	February 3, 1995	by Cash Deposit
CI\$	100.00	February 14, 1995	by Cash Deposit
CI\$	150.00	March 7, 1995	by Cash Deposit
CI\$	150.00	March 14, 1995	by Cash Deposit
CI\$	100.00	March 21, 1995	by Cash Deposit
CI\$	100.00	March 27, 1995	by Cash Deposit
CI\$	100.00	April 4, 1995	by Cash Deposit
CI\$	100.00	April 12, 1995	by Cash Deposit
CI\$	100.00	April 20, 1995	by Cash Deposit
CI\$	100.00	April 26, 1995	by Cash Deposit
CI\$	100.00	May 9, 1995	by Cash Deposit
CI\$	200.00	May 22, 1995	by Cash Deposit
CI\$	200.00	June 7, 1995	by Cash Deposit

CI\$	300.00	June 27, 1995	by Cash Deposit
CI\$	200.00	July 12, 1995	by Cash Deposit
CI\$	200.00	August 8, 1995	by Cash Deposit
CI\$	100.00	August 22, 1995	by Cash Deposit
CI\$	80.00	April 2, 1996	by Cash Deposit
CI\$	80.00	April 10, 1996	by Cash Deposit
CI\$	80.00	April 16, 1996	by Cash Deposit
CI\$	80.00	April 23, 1996	by Cash Deposit
CI\$	80.00	April 30, 1996	by Cash Deposit
CI\$	80.00	May 7, 1996	by Cash Deposit
CI\$	80.00	May 14, 1996	by Cash Deposit
CI\$	80.00	May 21, 1996	by Cash Deposit
CI\$	80.00	May 28, 1996	by Cash Deposit
CI\$	80.00	June 4, 1996	by Cash Deposit
CI\$	80.00	June 12, 1996	by Cash Deposit
CI\$	80.00	June 18, 1996	by Cash Deposit
CI\$	80.00	July 3, 1996	by Cash Deposit
CI\$	80.00	July 9, 1996	by Cash Deposit
CI\$	80.00	July 16, 1996	by Cash Deposit
CI\$	80.00	July 22, 1996	by Cash Deposit
CI\$	80.00	July 30, 1996	by Cash Deposit
CI\$	80.00	August 7, 1996	by Cash Deposit
CI\$	80.00	August 13, 1996	by Cash Deposit
CI\$	80.00	August 16, 1996	by Customer Deposit
CI\$	80.00	August 27, 1996	by Cash Deposit
CI\$	80.00	September 3, 1996	by Customer Deposit
CI\$	80.00	September 10, 1996	by Customer Deposit
CI\$	80.00	September 18, 1996	by Customer Deposit
CI\$	80.00	September 26, 1996	by Customer Deposit
CI\$	80.00	October 2, 1996	by Customer Deposit
CI\$	80.00	October 8, 1996	by Customer Deposit
CI\$	80.00	October 16, 1996	by Customer Deposit
CI\$	80.00	October 23, 1996	by Customer Deposit
CI\$	80.00	October 30, 1996	by Customer Deposit
CI\$	200.00	November 8, 1996	by Customer Deposit
CI\$	80.00	November 13, 1996	by Customer Deposit
CI\$	80.00	November 21, 1996	by Customer Deposit
CI\$	80.00	November 27, 1996	by Customer Deposit
CI\$	80.00	December 3, 1996	by Customer Deposit
CI\$	80.00	December 12, 1996	by Customer Deposit
CI\$	80.00	December 18, 1996	by Customer Deposit
CI\$	80.00	December 18, 1996	by Customer Deposit
CI\$	80.00	December 27, 1996	by Customer Deposit
CI\$	160.00	January 7, 1997	by Customer Deposit
CI\$	160.00	January 20, 1997	by Customer Deposit
CI\$	160.00	February 13, 1997	by Customer Deposit
CI\$	500.00	April 23, 1997	by Customer Deposit

CI\$	400.00	August 19, 1997	by Transfer from Account
CI\$	150.50	October 20, 1997	by Transfer from Account

AND THE PLAINTIFFS CLAIM:

1. The said sum of CI\$38,951.03 being the outstanding balance including interest of monies loaned to the Defendant by the Bank on the 3<sup>rd</sup> day of March, 1992, which remains due and owing.
2. The Plaintiffs claim further interest on the said sum as aforesaid from the date hereof until judgment or sooner payment at the daily rate of CI\$16.81.
3. Alternatively, the Plaintiffs claim pre-judgment interest pursuant to Section 34 of the Judicature Law (1995 revision) at the rate of 8% from the 3<sup>rd</sup> March, 1992 to the 31<sup>st</sup> day of January, 1996, 7% from the 1<sup>st</sup> day of February, 1996 to the 31<sup>st</sup> day of January, 1998 at the rate of 77/8% from the 1<sup>st</sup> day of February, 1998 to the 31<sup>st</sup> day of December, 1998; and at the rate of 7% from the 1<sup>st</sup> day of January, 1999 to the date of this Writ;
4. Further and alternatively the Plaintiff claims interest at the rate of 7% pursuant to Section 34 of the Judicature Law (1995 Revision) from the date hereof until judgment or sooner payment;
5. Costs

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of CI\$38,951.03 (excluding the costs of any additional interest accruing) further proceedings will be stayed. The money must be paid to the offices of the Plaintiff's attorneys-at-law.

Quin and Hampson  
QUIN & HAMPSON  
Attorneys-at-Law for the Plaintiffs

THIS WRIT OF SUMMONS was issued by Messrs. Quin & Hampson, Attorneys-at-Law for the Plaintiff whose address for service and correspondence is P.O. Box 1348, Third Floor, Harbour Centre, George Town, Grand Cayman, B.W.I.

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 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 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 installments or otherwise.

*See over for notes for guidance*

## 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. 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 authroised to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on his 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.

BETWEEN: I.A.N. WIGHT AND M. W. PILLING, JOINT OFFICIAL LIQUIDATORS OF FIRST CAYMAN BANK LTD. PLAINTIFF

AND: HARALD 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.

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1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.

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2. State whether the Defendant intends to contest the proceedings (*tick appropriate box*)

yes

no

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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*).

yes

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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.*

Messrs. Quin & Hampson  
Attorneys-at-Law  
Third Floor, Harbour Centre  
P.O. Box 1348  
George Town,  
GRAND CAYMAN

*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]