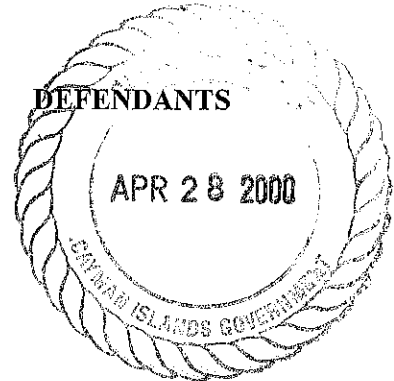


BETWEEN: AGRICULTURAL AND INDUSTRIAL DEVELOPMENT BOARD PLAINTIFF

AND: MURPHY KENCER POWELL
DEBBIE PENDERGAST
GIDGET POWELL



WRIT OF SUMMONS

TO: The Second and Third Defendants
P.O.Box 75, Bodden Town
Grand Cayman

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of the claim set out in the attached Statement of Claim:

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 28th day of April, 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.


Signature of Plaintiff's Attorneys



THIS WRIT was issued by the Government Legal Department, Attorneys-At-Law for the Plaintiff, whose address for service is 4th Floor, Tower Building, George Town, Grand Cayman, Cayman Islands (P.O. Box 907, George Town).

BETWEEN: AGRICULTURAL AND INDUSTRIAL DEVELOPMENT BOARD PLAINTIFF

AND: MURPHY KENCER POWELL

DEBBIE PENDERGAST

GIDGET POWELL

DEFENDANTS

STATEMENT OF CLAIM

1. By memorandum in writing dated the 4th day of June, 1995,(hereinafter referred to as ‘ the said agreement’) the plaintiff agreed to lend to the first defendant the sum of Twenty Thousand Cayman Islands Dollars (CI \$20,000) which the first defendant agreed to repay over a period of eight (5) years by monthly installments of (CI \$415.00) over 60 months commencing 30th November 1996, with a grace period of twenty one (21) months.
2. Pursuant to Section 4 (1) of the said agreement, the second and third defendants (as ‘Sureties’) also agreed to repay the Loan in accordance with the terms and conditions thereof.
3. By letter dated the 2nd December,1996, the Plaintiff agreed to extend the grace period for the principal repayment of the loan until the 31st May,1997. Pursuant to this letter signed by all parties, Section 4 (2) (b) of the said agreement was amended to reflect the extension of the grace period for repayment.
4. By memorandum in writing dated the 3rd January 1997 (the ‘Second Agreement’), the Plaintiff agreed to grant the first defendant an additional loan in the amount of Five Thousand Cayman Islands Dollars (CI \$5,000) to be repaid over a five (5)year period by monthly installments of (CI\$103.19) for 60 months commencing on the 30th June,1997.
5. Pursuant to Section 4 (1) of the Second Agreement, the second and third defendants (as ‘Sureties’) also agreed to repay the additional Loan in accordance with the terms and conditions thereof.
6. Pursuant to the said agreements and amendments thereof, the plaintiff paid to the defendant by way of loan disbursements specified in the said agreements and amendments thereof, the total sum of Twenty Five Thousand Cayman Islands Dollars (CI \$25,000.00)
7. The defendant has repaid to the plaintiff the total sum of Eight Thousand, Seven Hundred and Two Dollars 11/100 Cayman Islands Dollars (CI \$8702.11) on account of the said loans. The repayments have been apportioned as CI\$7367.28 in respect of the initial Loan and CI\$1334.83 in respect of the additional Loan. The said repayments have been applied as CI\$1243.51 to the principal and

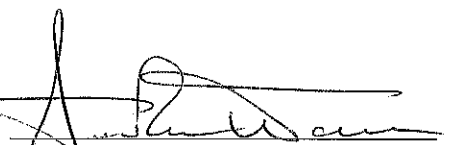
CI\$6123.77 to the interest in respect of the initial Loan; and CI\$495.35 to the principal and CI\$839.48 to the interest in respect of the additional Loan.

8. The said loans have fallen into arrears as of the 31st August, 1998 in respect of the initial Loan and 30th April, 1999 in respect of the additional Loan. No payments have been made on either loans since 9th April, 1999.
9. The defendant has not paid the balance of the said loans amounting to Twenty Three Thousand, Two Hundred and Sixty-One 14/100 Cayman Islands Dollars (CI \$23,261.14) in respect of the principal and the interest accruing thereon and the same remains due and owing by him to the plaintiff.
10. By reason of the default of the first defendant, the second and third defendants have also become liable for repayment of the said amount due and owing, namely the sum of CI \$23,261.14 and the interest accruing thereon.
11. Pursuant to Section 6 of the said Agreements, the first defendant was required to participate in the plaintiff's Group Life Insurance Policy and assign an Insurance Policy to cover the amount of the loan. The first defendant has failed to pay two annual premiums on the said Policy in the sum of CI\$88.18 and the plaintiff has advanced the monies to the Insurance Company on her behalf. The said sum of CI\$88.18 remains unpaid to the plaintiff

And the plaintiff claims: -

- (1) Payment of the said sum of Twenty Three Thousand, Two Hundred and Sixty-One 14/100 Cayman Islands Dollars (CI \$23,261.14).
- (2) Interest on the said sum of CI \$23,261.14 at the rate of 9% per annum from the day of 9th April, 1999 to judgment or sooner payment.
- (3) Payment of the additional sum of Eighty Eight 18/100 Cayman Islands Dollars (CI \$88.18)
- (4) Further and/or any other relief.

Dated this 28th day of April, 2000.


Arden Warner
Crown Counsel
For the Attorney General
Attorneys -at-Law for the Plaintiff

TO: The Clerk of the Court

TO: Mrs Debbie J Pendergast & Gidget A Powell
P.O.Box 75
Bodden Town
Grand Cayman

Murphy Kencer Powell
c/o Northward Prison

THIS Writ of Summons and Statement of Claim is filed on behalf of the Attorney General, Attorneys –at
–Law for the Plaintiff, whose address for service is the Legal Department, 4th Floor, Tower, Building,
P.O.Box 907, George Town, Grand Cayman.

Acknowledgment of service of writ of summons (O.12, r.3)

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 instalments or otherwise.

See over for notes for guidance

Please complete overleaf

BETWEEN: AGRICULTURAL AND INDUSTRIAL DEVELOPMENT BOARD PLAINTIFF

AND: MURPHY KENCER POWELL
DEBBIE PENDERGAST
GIDGET POWELL DEFENDANTS

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 is required is omitted or given wrongly, THIS FORM MAY HAVE TO BE RETURNED.

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

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

Yes

Service of the Writ is acknowledged accordingly

(Signed).....

[Attorney] for

[Defendant in person]

Address for service:
.....
.....

Notes on address for service: -

Attorney: where the Defendant is represented by an attorney, state 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 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: -

The Government Legal Department, P.O. Pox 907 George Town, 4th Floor, Tower Building, 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: -