

IN THE GRAND COURT OF THE CAYMAN ISLANDS



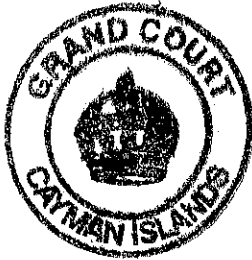
CAUSE NO. 742 OF 2000

BETWEEN: JACQUES SCOTT & COMPANY LIMITED Plaintiff

AND: DAVID PARCHMENT 1st Defendant

ERNEST PARCHMENT 2nd Defendant

T/A ILLUSIONS LOUNGE



WRIT OF SUMMONS

TO: Mr. David Parchment
Mr. Ernest Parchment
T/A Illusions Lounge
P.O. Box 1394 GT
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 of Summons on you, counting the day of service, you must either satisfy the claim or return to the Courts Office, P.O. Box 495, 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 judgment may be entered against you forthwith without further notice.

Issued this 15th day of September, 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.

INDORSEMENT

The Plaintiff's claim against the Defendants is for CI\$5,797.36 being the sum due by the Defendants pursuant to a credit application signed for by the First and Second Defendant made on or about 9th October 1998 whereby the Defendant undertook to be liable for all moneys due to the Plaintiff in respect of goods supplied to Illusions Lounge within 30 days of the date of purchase.


CHARLES ADAMS, RITCHIE & DUCKWORTH
ATTORNEYS-AT-LAW FOR THE PLAINTIFF

This Writ was issued by Charles Adams, Ritchie & Duckworth, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service is P.O. Box 709, Zephyr House, Mary Street, George Town, Grand Cayman, British West Indies

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 142 OF 2000

BETWEEN: JACQUES SCOTT & COMPANY LIMITED Plaintiff

AND: DAVID PARCHMENT 1st Defendant

ERNEST PARCHMENT 2nd Defendant

T/A ILLUSIONS LOUNGE

ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS

Important. Read the accompanying Delay may result in judgment being
direction and notes for guidance entered against a Defendant whereby
carefully before completing this form. If he may have to pay the costs of
any information required is omitted or applying to set it aside.
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 Writ 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

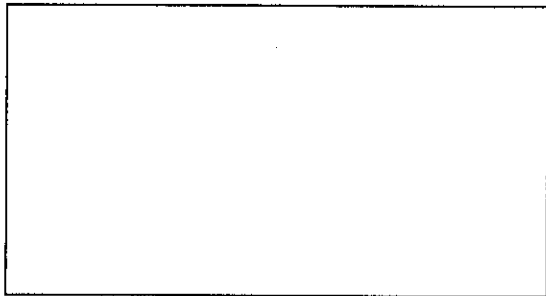
Address for Service:

Notes on address for service

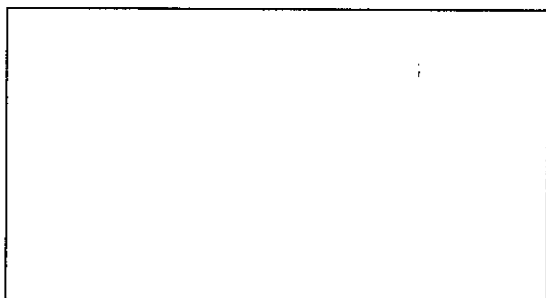
Attorney: where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

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 is suing in person) of his name, address and reference, if any, in the box below.



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



Filed by Charles Adams, Ritchie & Duckworth, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service is that of its said Attorneys-at-Law, P.O. Box 709, Zephyr House, Mary Street, George Town, Grand Cayman, B.W.I.

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 serve 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 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.

4. By the Guarantee, the Defendants agreed, *inter alia*, to
 - (a) pay to the Plaintiff the amount of any and all purchases charged to the account not later than 15 days after the Plaintiff's statement of account made up as of the last day of each month; and
 - (b) be personally liable for interest charged at the rate of 1 ½% per month (calculated on a daily basis), on any amount due, not received prior to the next billing date and thereafter on all amounts in arrears until paid.

5. In pursuance of the Guarantee, the Plaintiff supplied and delivered to Illusions Lounge, the goods itemized in the invoices on the dates and at the costs marked thereon. Copies of the said invoices have been delivered and served on the Defendant. By letter dated the 30th August 2000, the Plaintiff, by its Attorneys-at-Law, demanded payment of the outstanding account which as at 31st July 2000, stood at CI\$5,797.36.

AND THE PLAINTIFF CLAIMS:-

1. The sum of CI\$5,797.36.
2. Interest thereon at the rate of 1½% per month calculated on a daily basis from the 1st August 2000 to the date of judgment and satisfaction.
3. Interest thereafter pursuant to Section 62 of the Judicature Law.
4. Costs.

STATEMENT REGARDING INTEREST

- (i) The rate of Pre-Judgment Interest claimed is 1 ½% per month calculated on a daily basis.
- (ii) The date from which interest is calculated is 20th October 1998.
- (iii) The amount of interest accruing hereafter is CI\$2.90 per day.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of CI\$5,797.36 (excluding fixed costs of CI\$500.00 and filing fees of CI\$150.00) further proceedings will be stayed. The money must be paid to the Plaintiff.

Charles Adams Ritchie & Duckworth
CHARLES ADAMS, RITCHIE & DUCKWORTH
ATTORNEYS-AT-LAW FOR THE PLAINTIFF

This Statement of Claim was filed by Charles Adams, Ritchie & Duckworth, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service is P.O. Box 709, Zephyr House, Mary Street, George Town, Grand Cayman, British West Indies.