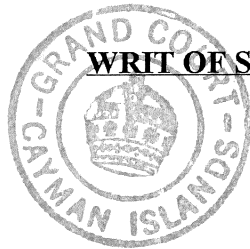


IN THE GRAND COURT OF THE CAYMAN ISLANDS

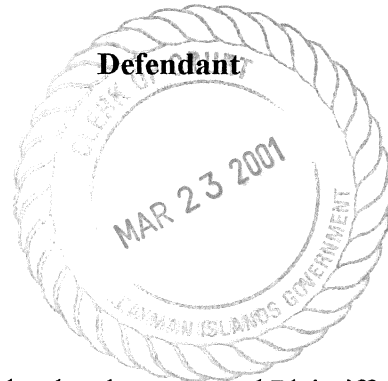
CAUSE NO. 164 OF 2001

BETWEEN: OSBOURNE BARNETT Plaintiff

AND: ROBERT SMITH Defendant



**WRIT OF SUMMONS**



To: Robert Smith  
West Bay.

**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 22nd day of March, 2001.

**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.

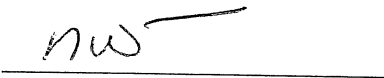
**STATEMENT OF CLAIM**

1. The plaintiff is a business-man.
2. The defendant lives in West Bay and is a bus driver.
3. On the 10th December, 1997, the defendant borrowed the sum of \$8,000.00 from the plaintiff to be repaid in three months with 10% interest. It was further agreed in writing that if the money was not repaid within the stated time, the interest thereafter would be double the rate stated.
4. Despite numerous demands and promises, the last being on the 29th February, 2001, the defendant has failed to pay and the principal amount of \$8,000.00 is still due and owing.
5. In addition to the sum due as set out above, the plaintiff is entitled to interest at the agreed rates from the date of the loan until payment. Interest of \$5,041.09 on the principal sum is due as of the date of the issuance of these proceedings. The particulars of interest are set out in the schedule attached to the Statement of Claim.

**AND the plaintiff claims:**

1. \$8,000.00 principal as pleaded above
2. Pre-judgment and post-judgment interest upon the said principal pursuant to the agreed rates.
3. Costs as taxed or agreed.

Dated this 22nd March, 2000.

  
Neville W. Levy & Associates

**INDORSEMENT**

The amount claimed in respect of the debt is \$8,000.00 as principal and \$5,041.09 as interest until the issue of the writ of summons for a total amount of \$13,041.09. The amount of the fixed costs is \$500.00 and the costs of issuing the writ of summons is \$150.00. If, within the time for returning the acknowledgement of service, the defendant **pays the plaintiff's attorneys-at-law** the total amount claimed in principal and interest, the fixed costs and the costs of issuing of the writ of summons, further proceedings will be stayed. The money must be paid to the plaintiff's attorneys-at-law at the NevLaw Building, 180 Shedden Road.

**STATEMENT REGARDING INTEREST**

1. The agreed rate of interest on \$8,000.00 from 10/12/97 is 10% p.a.
2. The agreed rate of interest from 12/3/98 is 20% p.a.
3. The date from which interest accrues is from the 10/12/97
4. The total interest claimed as at the date of issuance of this Writ of Summons is \$5,041.09
5. The amount of interest accruing each day following the issue of this Writ is \$4.38.

Filed by Neville W. Levy & Associates, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service is that of the said Attorneys at the NevLaw Building, Shedden Road, P.O.Box 2178, Grand Cayman.

**Schedule of Interest Calculated**

|                                      |                              |              |
|--------------------------------------|------------------------------|--------------|
| 1. Interest from 10/12/97 to 11/3/98 | = \$8,000.00 x .1 x 90/365   | = \$ 197.26  |
| 2. Interest from 12/3/98 to 22/3/01  | = \$8,000.00 x .2 x 1105/365 | = \$4,843.83 |
| Total                                |                              | = \$5,041.09 |



**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  
NevLaw Building,  
Shedden Road George Town.  
P.O. Box 2178.

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