

IN THE GRAND COURT OF THE CAYMAN ISLANDS



CAUSE NO. 163 OF 2001

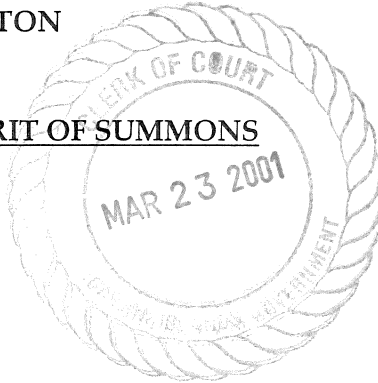
BETWEEN: BANK OF BUTTERFIELD INTERNATIONAL
(CAYMAN) LTD.

Plaintiff

AND: DAVID HURLSTON

Defendant

WRIT OF SUMMONS



TO: DAVID HURLSTON
c/o Cable & Wireless
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, PO 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 day of , 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 Acknowledgment of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. The Plaintiff is a Class "A" Bank licenced to carry on commercial banking business within the Cayman Islands.
2. The Defendant was at all relevant times a customer of the Plaintiff Bank.
3. That on the 31st March 1999, by a Promissory Note No. 02/405/025876 and by an Agreement of even date (together "the Agreement"), the Plaintiff agreed to lend to the Defendant the sum of CI\$11,500.00 with interest at 5% above the Plaintiff's Prime Rate of Lending per annum.
4. On the 4th June 1999, the Plaintiff and Defendant entered into another Promissory Note and Agreement for the loan of CI\$4,500.00 with interest at the rate of 5% above the Plaintiff's Prime Rate of Lending per annum.
5. Both loan agreements were combined into loan account 25876, with a total repayment of CI\$887.00 per month, with payments to be made on the 30th of each month until the loans were fully paid.
6. That the Defendant has defaulted in making the agreed monthly payments.

PARTICULARS

Promissory Notes and Agreements dated 31st March and 4th June 1999.

CI\$13,289.91 being the amount outstanding as of 5th March 2001 under the said combined account.

AND THE PLAINTIFF CLAIMS against the Defendant:

1. The sum of CI\$13,289.91.
2. The Plaintiff further claims interest on the said sum aforesaid pursuant to the terms of the Agreements at the rate of 12½% per annum from the date hereof until judgment or sooner payment at the rate of CI\$4.55 per diem.
3. The Plaintiff claims interest on the said sum aforesaid and at the rate in 2 hereof of CI\$4.55 per diem from judgment until settlement.
4. Costs to be assessed by the Court or to be taxed.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of CI\$13,900.00 (including interest and costs) further proceedings will be stayed. The money must be paid to the Plaintiff or his Attorney.

Quin & Hampson

QUIN & HAMPSON
Attorneys-at-Law for the Plaintiff

THIS WRIT was issued by Messrs. Quin & Hampson, whose address for service is Harbour Centre, Third Floor, PO Box 1348, 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 authorised 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.

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
PO 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]