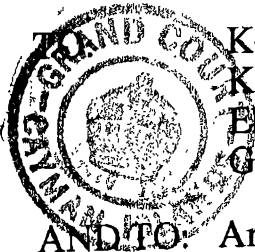


IN THE GRAND COURT OF THE CAYMAN ISLANDS
HELD AT GEORGE TOWN GRAND CAYMAN

CAUSE NO. ¹⁹⁹ OF 2001

BETWEEN: JOHN COLLINS **PLAINTIFF**
A N D KEITH COLLINS **1ST DEFENDANT**
A N D HAVENDALE DEVELOPMENT CO. LTD. **2ND DEFENDANT**
AND ANTONIO HAWKINS **3RD DEFENDANT**

WRIT OF SUMMONS



Keith Collins,
Keith Collins and Company
Elizabethan Square
George Town, Grand Cayman



AND TO: Antonio Hawkins
U. B. C. Ltd.
1 A Regal House
North Church Street, GT
Grand Cayman, Cayman Islands

AND TO: Havendale Development
Co. Ltd.
c/o Keith Collins & Co.
Elizabethan Sq.
George Town

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 on you, counting the day of service, you must either satisfy the claim or return to the Court Office, PO Box 495 G, 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 Courts.

IMPORTANT

Directions for Acknowledgment of Service are given with the accompanying form.

STATEMENT OF CLAIM

- (1) The Plaintiff is the sole beneficiary under the will of his late Mother, Viola Lynette Collins.
- (2) The 1st Defendant, the brother of the Plaintiff, pledged the property of the deceased by borrowing large amounts of money against the Estate, and further by improperly consolidating personal unsecured loans with the said loans, with the result that the Plaintiff has now become the proprietor of a financially encumbered and burdened Estate.
- (3) The 1st Defendant, being an attorney, drafted and executed an agreement dated 16th January 1998 agreeing to compensate the Plaintiff for a portion of the said debt and has failed to do so. The Plaintiff was never advised to take independent legal advice on this agreement.
- (4) The 1st Defendant without notice or without compensating the Plaintiff, contrary to the terms of the Agreement, transferred a portion of the property to the 2nd Defendant. The 1st Defendant and the 3rd Defendant holds shares in the 2nd Defendant.
- (5) The 1st Defendant by letter dated March 17 2000 addressed to the Plaintiff agreed to transfer the sum of CI\$30,000 by no later than June 17 2000 as he acknowledged his breach of the Agreement. The 1st defendant has failed or refused to repay this indebtedness.
- (6) The 1st Defendant by another letter dated March 17th 2000 directed the 2nd and/or 3rd Defendant to pay the said sum of CI\$30,000.00 to the Plaintiff. The 3rd and or 2nd Defendants have refused or failed to do so.
- (7) The Plaintiff as a result of the breaches of agreement by the 1st Defendant the Plaintiff on behalf of the Estate has been sued for the indebtedness of the 1st Defendant and has paid approximately CI\$180,000 with respect to this indebtedness.
- (8) The Plaintiff continues to suffer loss and damages.

WHEREFORE THE PLAINTIFF CLAIMS:

- (1) The sum of CI\$30,000 from The Defendants.
- (2) Interest on the said sum of CI\$30,000 at the rate of 8% pursuant to section 34 of The Judicature Law from the 17th day of June 2000 to the date of Judgment.

- (3) Damages for breach of contract to be assessed.
- (4) Interest at the rate of 8% pursuant to section 34 of The Judicature Law from the date of Judgment until repaid in full.
- (5) Further and or other relief as this Honorable Court deems fit.
- (6) Costs.
- (7) An injunction preventing the Defendants from dealing with or disposing of any of their interests in any property in which the Defendants have an interest until further order of the Court.


JOHN P. COLLINS

This Statement of Claim filed by John Collins the Plaintiff herein, whose address for service is PO Box 1259 GT, 76 Woodland Drive, Lower Valley, Grand Cayman, Cayman Islands.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 199 OF 19

BETWEEN: JOHN COLLINS

PLAINTIFF

AND: KEITH COLLINS
HAUENDALE DEVELOPMENT CO. LTD
ANTONIO HAWKINS
ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS

DEFENDANT
2nd DEFENDANT
3rd DEFENDANT

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.

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

[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.

JOHN COLLINS
76 WOODLAND DRIVE LOWER
VALLEY / P.O. BOX 1259 G.T.

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]

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

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 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.