

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: ⁴⁴¹ OF 2001

BETWEEN

HAWKINS & HAWKINS
INVESTMENTS, LTD.

PLAINTIFF

-and-

McCONNELL BARNES

DEFENDANT

WRIT OF SUMMONS

TO: McConnell Barnes
P.O. Box 1914
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 attached 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 P.O. 495G, Georgetown, 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 Acknowledgement within the time stated or if you return the Acknowledgement without stating that you intend to contest these proceedings the Plaintiff may proceed to with the action judgement may be entered against you forthwith without further notice.

Issued this 19th day of July, 2001.

NOTE- This Writ may not be served later than 4 calendar (or, if leave is required to effect service out of the jurisdiction, 6 months) beginning with the 19th day of July, 2001 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 company incorporated pursuant to the laws of the Cayman Islands having its Registered Office situated at P.O. Box 1992 G.T., Grand Cayman B.W.I.
2. The Defendant, Barnes McConnell, is an individual residing in Grand Cayman, Cayman Islands.
3. The Plaintiff and Defendant entered into an agreement dated July 7, 1995, the terms of which are as follows:
 - (i) The principle sum loaned by the Plaintiff to the Defendant was to be CI\$1000.00.
 - (ii) The interest rate of the loaned sum was to be 5% per month, paid by installments on the third day of each month of CI\$100.00.
 - (iii) In default, the principle sum and interest thereon was to be paid on demand at the instance of the Plaintiff.
 - (iv) The Plaintiff was entitled to indemnification by the Defendant for actions, proceedings, legal costs and court expenses in relation to or arising out of the recovery of the said loan.
4. The Plaintiff did loan the Defendant the sum of CI\$1000.00 on or about July 7, 1995.
5. On or about March 25th, 1996 the Plaintiff and Defendant orally amended the above pleaded agreement whereby the Defendant agreed to assume the debt of a third party, Joseph Christian. The said debt of Christian of CI\$992, was added to the principal sum loaned as pleaded above resulting in the total principal loan being CI\$1992.00.
6. The Defendant has defaulted on the payment terms and the Defendant has failed to pay the total amount outstanding notwithstanding demand having been made for payment of the entire indebtedness.
7. As at the date of the issuance of this proceeding the principle outstanding is \$1992.00.
8. As at the date the commencement of this proceeding July 19th, 2001, total interest outstanding is \$3036.60.

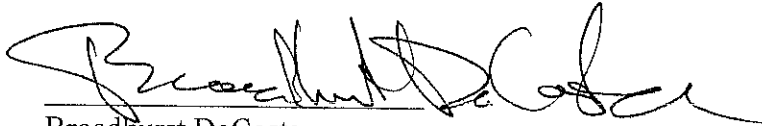
9. The fees incurred or to be incurred for which the Defendant is liable on an indemnity basis in accordance with the agreement as pleaded in paragraph 3 (iv) are as follows:

Fees:	CI\$1000.00
Disbursements:	
Issuance of proceeding:	CI\$ 150.00
Service of Proceeding:	<u>CI\$ 60.00</u>
	CI\$1210.00

10. Accordingly, the Defendant is indebted to the Plaintiff in the sum of CI\$6238.00, being principal of CI\$1992.00, interest of CI\$3036.00 and costs of CI\$1210.00

AND THE PLAINTIFF claims:

- A. CI\$1992.00 as principal.
- B. \$3036.60 interest due under the loan at a monthly rate of 5 percent.
- C. CI\$1250.00 costs on and indemnity basis as pleaded in paragraph 3 (iv) and 9, above.
- D. Alternatively, costs as provided for in the Judicature Law, as revised.
- E. Pre and post judgment at 5 % per month as pleaded in accordance with paragraph 3 (ii) of the statement of claim.
- F. Alternatively, pre and post judgment interest in accordance with the rate set pursuant to the Judicature Law as amended.



Broadhurst DaCosta
Attorneys-at-Law for the Plaintiff

INDORSEMENT

The amount claimed in respect of the debt is \$1996.00 as principle and \$3036.60 as interest until the issuance of the writ of summons for a total amount and indemnity costs of CI\$1210.00 for a total of \$6238.00. If, within the time for returning the acknowledgement of service, the defendant pays the Plaintiff or its Attorneys-at-Law the total amount claimed in principle and interest, the fixed cost and the costs of issuing the writ of summons, further proceedings will be stayed. The money must be paid to the Plaintiff or to its Attorneys-at-Law.

Statement Regarding Interest

- i. The prescribed rate of interest during the relevant period is 5 percent per month.
- ii. The date from which the interest accrues is from the July 7, 1995.
- iii. The total amount of interest claimed as at the date of the issuance of the writ of summons is \$3036.00.
- iv. The amount of interest accruing each day following the issue of the writ is CI\$8.38.

This Writ of Summons and Statement of Claim was filed by Broadhurst DaCosta, the attorneys-at-law for the Plaintiff, whose address for service is P.O. Box 2503GT, George Town, Grand Cayman, Cayman Islands, British West Indies.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: ⁴⁴⁴¹ OF 2001

BETWEEN

**HAWKINS & HAWKINS
INVESTMENTS, LTD.**

PLAINTIFF

-and

McCONNELL BARNES

DEFENDANT

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 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 or otherwise participate in 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.

Yes

Service of the Originating Summons is acknowledged accordingly

(Signed) _____

[Attorney] for

[Defendant in Person]

Address for Service:

Notes on address for service

Attorney: when 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 Island, 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:

Broadhurst DaCosta Attorneys-at-Law 40 Linwood Street P.O. Box 2503 GT 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:

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. 495GT, 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 Acknowledgement 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 next page for notes for guidance.

Please complete next page

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. If you wish to defend claims made in the originating summons, or intend to attend the proceedings and to participate in them so far as necessarily (although not necessarily in an adversarial manner) you should tick the "Yes " box in paragraph 2 of the acknowledgment of service.
3. 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.
4. Where the Defendant is used 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 Originating Summons)".
5. 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.
6. 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.
7. Where the Defendant is a LIMITED COMPANY the form must be completed by an Attorney or by someone authorized to act on behalf for the Company, but the Company cannot take any further step in the proceedings without an Attorney acting on its behalf.
8. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian ad litem.
9. A Defendant acting in person may obtain help in completing the form at the Courts Office