

HUNTER & HUNTER

Fees Paid \$364.02
Receipt No. 127191
Date 11.10.2001

IN THE GRAND COURT OF THE CAYMAN ISLANDS

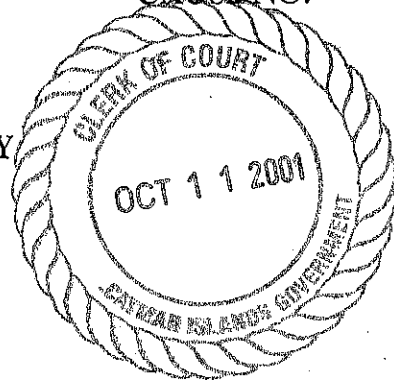
BETWEEN:

NATIONAL BUILDING SOCIETY

AND

FLAVIA GARDNER

CAUSE NO: 633 OF 2001



Plaintiff

Defendant

WRIT OF SUMMONS

TO: Flavia Gardner
In care of
Social Services Department
Tower Building
George Town, Cayman Islands

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 495GT, 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 5th day of October 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 and was at all material times a lending institution in the Cayman Islands.
2. The Defendant is a customer of the Plaintiff and is resident in the Cayman Islands.
3. On or about the 30 May 1997 the Defendant entered into an agreement with the Plaintiff to refinance a loan of CI\$30,074.85. The terms of the agreement included as follows:
 - a. The principal sum loaned as of 30 May 1997 was CI\$30,074.85;
 - b. The applicable rate of interest was 12.5 per cent per annum subject to review and adjustment from time to time as may determined by the Plaintiff;
 - c. The Defendant would make monthly payment of CI\$370.00 commencing June 1997;
 - d. The entire debt, including principal, interest and other charges would be payable on demand;
 - e. The Defendant would be liable for all costs incidental to the enforcement of its remedies including all expenses and legal fees payable on an indemnity basis.
4. The Defendant has failed to satisfy the requirement to pay regular monthly instalments as set out above and the loan is significantly in arrears. The last payment made by the Defendant was in June of 2000.
5. The Plaintiff has served demand on the Defendant to pay the entire sums due but the Defendant has been either unwilling or unable to pay the debt due.
6. The Defendants have failed to make satisfactory proposals to the Plaintiff in order to settle their debt to the Plaintiff.
7. As of the date of the issuance of the Writ of Summons (5 October 2001) the following sums are due by the Defendant to the Plaintiff:

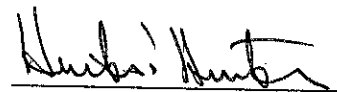
a.	Principal	CI\$28,166.32
b.	Interest to 5 Oct 2001	CI\$ 5,621.33
c.	Legal Expenses and disbursements To issuance of claim	
		CI\$ 3,235.76
		CI\$37,023.41 Total

8. Interest continues to accrue at the rate of CI\$7.52 for each day following 5 October 2001.
9. As a result of the above the Plaintiff is entitled to the relief claimed as set out herein.

AND THE PLAINTIFF CLAIMS

- i. CI\$31,402.08 being monies outstanding for principal and legal fees as of 5 October 2001 due under agreement.
- ii. CI\$5621.33 prejudgment interest pursuant to the agreement pleaded at paragraph 3. b. to 5 October 2001 at 12.5 % per annum.
- iii. Pre and post judgment interest from 6 October 2001;
- iv. Further costs on an indemnity basis in accordance with the agreement pleaded at paragraph 3.e. in the Statement of Claim
- v. Alternatively, costs and interest in accordance with the Judicature Law as amended.
- vi. Such further and other relief as this court deems appropriate or just;

Dated: 5 October 2001


Hunter & Hunter
Attorneys for the Plaintiff

INDORSEMENT

The amount claimed in respect of the debt (principal and contractual costs) is CI\$31,402.08 as principal and CI\$5,621.33 as interest until the issue of the writ of summons for a total amount of CI\$37,023.41. The costs of issuing the writ of summons is CI\$364.02 (\$150 + CI\$214.02 ad valorem). 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 principal and interest, the fixed costs 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 period from 30 May 1997 to the date of issuance of this proceeding and continuing is 12.5% per annum in accordance with the agreement pleaded herein at paragraph 3. b. of the Statement of Claim;
- ii. The total interest claimed as at the date of the issue of the writ of summons is CI\$5,621.33
- iii. The amount of interest accruing each day following the issue of the writ is CI\$7.52.

This Writ was issued by Hunter & Hunter, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service is 75 Fort Street, P.O. Box 190 George Town, Grand Cayman. (Ref: WAS/06065.085)

No.8

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 each Defendant or by each 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 Acknowledgement 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.

BETWEEN:

NATIONAL BUILDING SOCIETY

Plaintiff

AND

FLAVIA GARDNER

Defendants

**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 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:

Notes on address for service

Please complete overleaf

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 communication 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.

Hunter & Hunter
Attorneys-at-Law
75 Fort Street
P.O. Box 190
George Town
Grand Cayman

Ref: WAS/06065.085

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

