

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 260 OF 1996

BETWEEN: BYRON EBANKS T/A
 BYRON'S CAR CARE CENTRE - PLAINTIFF

AND: EDWARD MILLER - DEFENDANT

WRIT OF SUMMONS

TO: Mr. Edward Miller
 C/O Christian Plaza (Upstairs)
 North Sound Road,
 George Town,
 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 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. 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

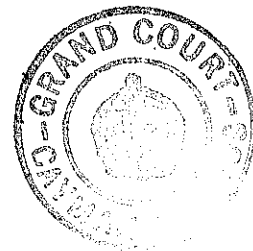
judgement may be entered against you forthwith without further notice.

Issued this 17th day of May, 1996.

NOTE - This Writ may not be served later than 4 calendar months

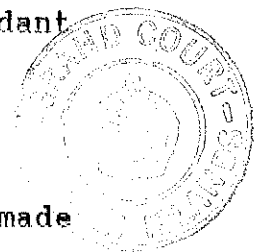
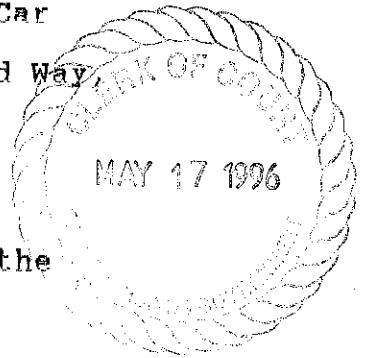
IMPORTANT

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



STATEMENT OF CLAIM

1. The Plaintiff is a businessman who trades as Byron's Car Care Centre and who conducts business from North Sound Way George Town Grand Cayman.
2. The Defendant is an individual who is employed at the Christian Plaza, at George Town, Grand Cayman and at the material time was a customer of the Plaintiff.
3. By a verbal agreement made on an unknown date, the exact date of which the Plaintiff cannot now recall, the Plaintiff agreed to allow the Defendant to have his car serviced at his premises, provided he paid the amount outstanding on a monthly basis. As a result of this agreement, the Defendant was allowed to incur a relatively substantial bill at the Plaintiff's business. However, in furtherance of the said agreement, the Defendant paid off some of the amount outstanding so that the amount now outstanding is CI\$3,379.87 to 30th December, 1995.
4. It was a term of the said oral agreement that the Defendant would repay the full amount outstanding by monthly installments.
5. In breach of the said agreement, although the Defendant made some intermittent payments during 1994 and 1995, the Defendant failed to make any further payments after 11th September, 1995. The Plaintiff therefore employed the



services of an Attorney-at-Law who contacted the Defendant regarding the matter. However, the Defendant did not respond to that contact.

6. However despite frequent requests and in breach of the said agreement, the Defendant has failed and/or refused to pay the sum due and owing to the Plaintiff.

AND THE PLAINTIFF CLAIMS:

- (i) The principal sum of
- (ii) Interest and charges thereon pursuant to STATUTE
- (iii) Costs

\$3,379.87

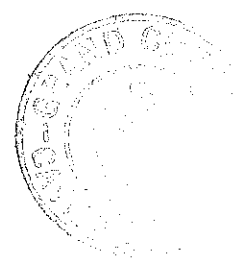
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\$

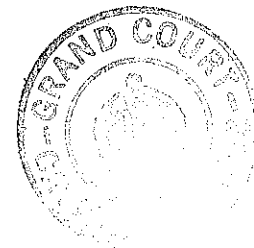


Dated this 17th day of May, 1996.

Brooks & Brooks
BROOKS & BROOKS
Attorneys-At-Law
for the Plaintiff



PLEASE NOTE that if within the time for returning the Acknowledgement of Service (i.e 14 days) the Defendant pays the total amount claimed of \$3,379.87 plus costs of CI\$500.00 and disbursements of CI\$130.00. (Total of CI\$4,009.87 including interest and costs) further proceedings will be stayed. The money must be paid to the Plaintiff or his Attorney-At-Law.



THIS WRIT WAS ISSUED by Brooks & Brooks Attorneys-At-Law for the Plaintiff whose address for service is 2nd Floor Harbour Centre, P.O. Box 1355, George Town, Grand Cayman.

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 given his post office box number and the physical address of his residence or, if he does not reside in the Cayman Islands, he must given 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

BROOKS & BROOKS
Attorneys-at-Law
2nd Floor Harbour Centre
P.O. Box 1355, G.T.,
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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 260 of 1996

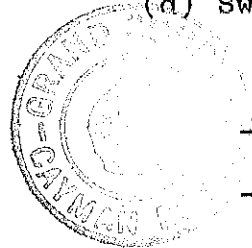
- (a) Filed on behalf of the Plaintiff
- (b) Deponent -
- (c) Affidavit # 1
- (d) Sworn on:

BETWEEN: BYRON EBANKS T/A
BYRON'S CAR CARE CENTRE

PLAINTIFF

AND: EDWARD MILLER

DEFENDANT



AFFIDAVIT OF SERVICE

I, _____, of George Town Grand Cayman
MAKE OATH AND SAY AS follows:-

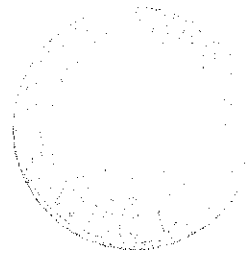
1. That I am a Bailiff of the Grand Court, of George Town, Grand Cayman.
2. That on the _____ day of _____, 1996 I did personally serve on EDWARD MILLER, the Defendant in this matter, a sealed copy of the Writ of Summons filed in this Cause by handing same to him at _____
3. That the said EDWARD MILLER, is known to me personally or was identified to me by _____

AND I MAKE this Affidavit in proof of service of due process upon the Defendant.

Sworn to at George Town,
Grand Cayman this
day of _____, 1996
before me

BAILIFF OF THE COURT

JUSTICE OF THE PEACE



THIS AFFIDAVIT OF SERVICE was filed by Brooks & Brooks Attorneys-at-Law for the Plaintiff whose address for service is 2nd Floor Harbour Centre P.O. Box 1355 George Town Grand Cayman.