

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 591 OF 2002

BETWEEN: FIRST CAYMAN BANK LTD.
(IN LIQUIDATION)

PLAINTIFF

AND: JOHN SILVER'S INN LTD.

DEFENDANT

WRIT OF SUMMONS

To: John Silver's Inn Ltd.
P.O. Box 1038
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 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, P.O. 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 2nd day of August, 2002.

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 ("the Bank") is a limited liability company registered under the Companies Law and was at all material times licensed to operate as a bank under the Banks and Trust Companies Law. The Defendant was at all material times a customer of the Bank. By an Order of the Grand Court dated the 4th day of December, 1997 ("the Order") I.A.N. Wight and M.W. Pilling ("the Liquidators") were appointed as Joint Official Liquidators of the Bank. This action is brought by the Liquidators pursuant to the powers granted to them in the Order.

2. The Defendant is indebted to the Bank in the sum of CI\$78,494.23 being money lent to the Defendant by the Bank by way of an overdraft facility granted to the Defendant on or about the 25th day of July, 1996 together with interest in accordance with the terms of a Promissory Note dated the 25th day of July, 1996.

3. The overdraft facility was subject to normal banking terms and conditions including the right to repayment on demand.

4. It was a term of the said Promissory Note that the Defendant would repay the principal sum of CI\$30,000.00 together with any greater indebtedness by way of the said account along with interest at the rate of 2 ½ percent per annum above the Bank's Best Lending Rate with the minimum rate of accrual being 15 percent per annum. By virtue of the terms of the said Promissory Note, or alternatively, by virtue of the universal custom between banker and customer, the Bank is entitled to compound any unpaid interest at the end of each month into principal.

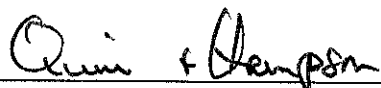
5. The balance of CI\$78,494.23 includes interest of CI\$24,299.27 accrued to the 26th day of April, 2002. Interest continues to accrue on the above sum of CI\$78,494.23 from the 27th day of April, 2002 at the rate of 15 percent per annum compounded at monthly rests with the current rate of accrual being CI\$32.26 per day.
6. The Defendant has made no payment on account of debt since the 1st day of November 1999.
7. Despite demand by the Liquidators the Defendant has failed to pay the sum due. The Plaintiff therefore claims against the Defendant the sum of CI\$78,494.23 together with interest at the rate of 15 percent per annum compounded monthly from the 26th day of April, 2002 to the date of judgment or sooner payment with the current rate of accrual of interest being CI\$32.26 per day.

AND THE PLAINTIFF CLAIMS:

- (a) The sum of CI\$78,494.23;
- (b) Interest on the sum of CI\$78,494.23 at the rate of 15 percent per annum compounded monthly from 26th day of April, 2002 to the date of judgment or sooner payment with the current rate of accrual being CI\$32.26 per day;
- (c) Alternatively, the Plaintiff claims interest on the said sum of CI\$78,494.23 pursuant to Section 34 of the Judicature Law (1995 Revision) at the rate of 4 ½ percent per annum from the date hereof to the date of judgment or sooner payment.
- (d) Costs to be taxed or alternatively fixed costs in the sum of CI\$1,334.94.

If within the time for returning Acknowledgement of Service the Defendant pays to the Plaintiff's Attorneys-at-Law the total amount claimed of CI\$78,494.23 together with interest and costs of CI\$1,334.94 all further proceedings will be stayed.

Dated this 2nd day of August 2002



QUIN & HAMPSON
Attorneys-at-Law for the Plaintiff

To: The Clerk of the Court

And To: John Silver's Inn Limited
P.O. Box 1038
West Bay
Grand Cayman

THIS WRIT was issued by Messrs. Quin & Hampson, Attorneys-at-Law for the Plaintiff whose address for service and correspondence is P.O. Box 1348, Third Floor, Harbour Centre, 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.

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(IN LIQUIDATION)

PLAINTIFF

AND: JOHN SILVER'S INN LTD.

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 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