

IN THE GRAND COURT OF THE CAYMAN ISLANDS

341
CAUSE NO. of 1996

BETWEEN: CAYMAN NATIONAL BANK LTD

PLAINTIFF

AND: JANNET TOMASKI

DEFENDANT

WRIT OF SUMMONS

TO: Jannet Tomaski
P.O. Box 442
Savannah
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 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.

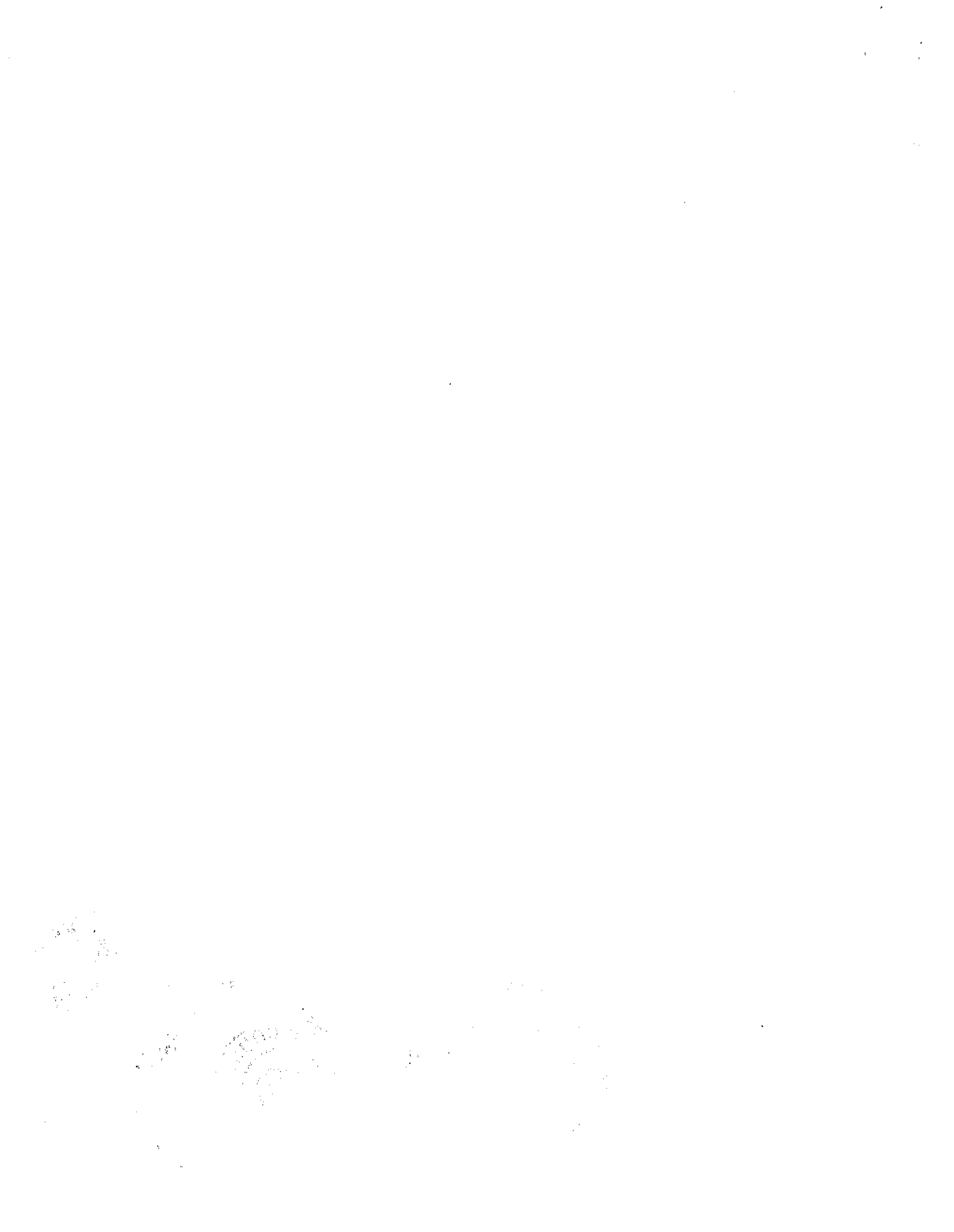
Issued this 24th day of June 1996 .

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. By an Agreement dated 16th June 1994 made between the Plaintiff and the Defendant ("the Agreement"), the Plaintiff agreed to issue the Defendant with a credit card, namely a Cayman National Bank MasterCard, upon the terms and conditions therein set out.

2. The Agreement provided inter alia that:-

i. possession of the credit card entitled the Defendant to obtain cash advances and purchases of goods and services upon production thereof to such persons who honour the said credit card.

ii. the plaintiff would render to the Defendant monthly statements of account showing the balance owing on the account and the minimum payment due by a date specified on the said statement.

iii. the Defendant would pay the minimum payment due, plus any past due amounts not paid by the due date or incur a late payment charge of CI\$15.00 per month.

iv. the Plaintiff shall assess finance charges at a monthly interest rate of 1.5%, compounded each month, if the minimum payment is not made by the due date.

v. if the minimum monthly payments are not paid by the due date the Plaintiff can demand repayment of the full amount for the time being owing to it by the Defendant plus the Plaintiff's costs of collection including court costs and reasonable attorneys fees.

3. On various dates at the end of the Defendant's billing cycle the Plaintiff rendered a statement of account to the Defendant.

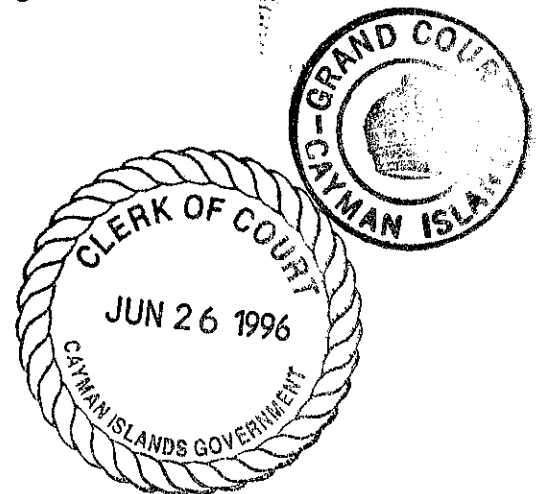
4. The Defendant has consistently failed to pay the minimum payment due .

5. The balance due and owing as of 1st June 1996 including late payment charges and interest, but excluding costs of collection, amount to US\$5,261.67 (CI\$4,314.56).

6 On the 6th May 1996 the Plaintiff by its Attorneys served on the Defendant a demand letter showing the amount then owing by the Defendant to the Plaintiff and requiring the Defendant to pay the same within 14 days. The Defendant has failed to pay the said amount owing.

AND THE PLAINTIFF CLAIMS:-

- I The Principal sum of US\$5261.67 (CI\$4,314.56).
- II. Late payment charges of US\$105.00 (CI\$86.10).



III. Interest accruing as at 30th May 1996 at the rate of 1.5% per month compounded monthly, equal to US\$396.03 (CI\$324.74) and continuing at the daily rate of US\$2.63 (CI\$2.15).

IV. FURTHER and/or other relief.

V. COSTS of the Prescribed Filing fees and bailiff fees of CI\$100 and CI\$30.00 respectively and fixed costs of CI\$250.00, alternatively costs pursuant to contract of CI\$500.00.

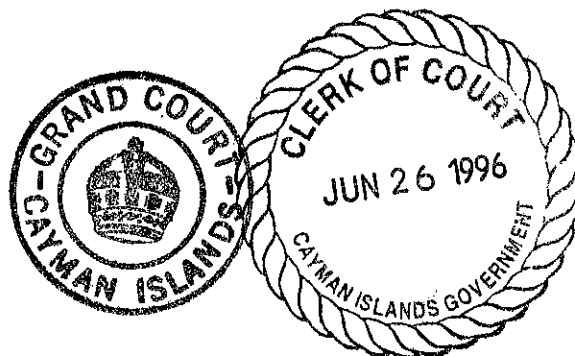
STATEMENT REGARDING INTEREST

1. The rate of interest claimed is 1.5% per month, compounded monthly.
2. The date from which interest is calculated is September 1995.
3. The total amount of the interest claimed as at 30th May 1996 is US\$396.03 (CI\$324.74).
4. The amount of interest accruing each day hereafter is US\$2.63 (CI\$2.15), compounded monthly.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of CI\$ 4,694.56 (including interest and fixed costs) further proceedings will be stayed. The money must be paid to the Plaintiff's attorney.

Orren Merren & Company
ORREN MERREN & COMPANY
Attorneys for the Plaintiff

This Writ was issued by Orren Merren & Company whose address for service is Kirk House, 3rd Floor, Albert Panton Street, P.O.Box 481G, George Town, Grand Cayman, Cayman Island, 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 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.

BETWEEN: CAYMAN NATIONAL BANK LTD PLAINTIFF
AND: JANNET TOMASKI 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

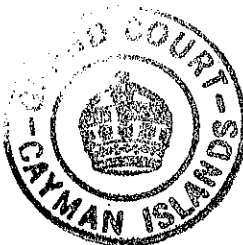
(Signed).....

[Attorney] for

[Defendant in person]

Address for service:

Please complete overleaf



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.

Orren Merren & Company
Attorneys-at-Law
P.O. Box 481G
Third Floor, Kirk House,
Albert Panton Street,
Grand Cayman, B.W.I.

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