

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO.

OF 2003

502



BETWEEN:

(1) PAUL RAMOON

(2) DELVA F. RAMOON

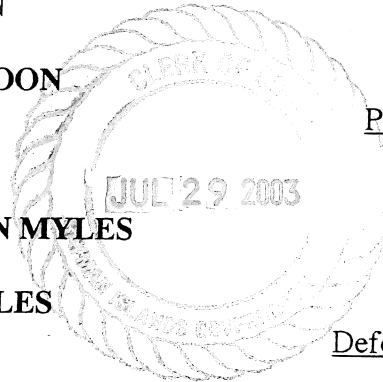
Plaintiffs

- And -

(1) GEORGE DORMAN MYLES

(2) YVONNE MYLES

Defendants



WRIT OF SUMMONS

TO: Mr. George Dorman Myles &
Mrs. Yvonne Miles
P.O. Box 1101 GT
Grand Cayman, 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 fourteen (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 495GT, Grand Cayman, Cayman Islands, 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 day of July, 2003

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 issued unless renewed by order of the Court.

IMPORTANT

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

STATEMENT OF CLAIM

1. The Plaintiffs (hereinafter the "Lender") live at 23 Crocket Lane Alamo Drive, George Town, Grand Cayman, Cayman Islands.
2. The Defendants (hereinafter the "Borrower") live at Apt #4 Alton Way, Windsor Park, George Town, Grand Cayman, Cayman Islands.
3. On the 13th day of January 1999, the Borrower by their promissory note (the "Note") promised to pay the Lender the sum of CI\$ 2,500.00 (hereinafter the "Principal Sum").
4. The following were the express terms of the Note:-
 - a. "FOR VALUE RECEIVED, GEORGE DORMAN MYLES AND YVONNE MYLES of PO Box 1101 GT, Grand Cayman (hereinafter called "the Borrower") PROMISE to pay Paul A. RAMOON and/or DELVA F. RAMOON of PO Box 648 GT, Grand Cayman (hereinafter called "the Lender") or order the sum of Two Thousand Five Hundred Cayman Dollars (CI\$2,500.00) (hereinafter called "the Principal Sum") free of interest and repayable by way of consecutive monthly instalments of CI\$200.00 commencing February 28, 1999. All repayments shall be made at the end of each calendar month."
 - b. "Upon such default the Maker shall have the right to charges interest both after as well as before any judgment at the rate of 15% per annum from the day such sums falls due until actual payment by the maker."
 - c. "Notwithstanding anything to the contrary herein contained, upon the happening of any of the following events, (hereinafter called "an event of default") all unpaid amounts due to the lender under this Note. together with interest thereon shall become forthwith due and payable without presentation, notice of dishonour or notice of protest of any kind, all of which are hereby expressly waived by the Borrower: -
 - i. upon any default by the Borrower in the payment when due of any part of the monthly payments of the Principal Sum due and owing under this Note."
 - d. In the event of any default under this Note, the Borrower will be responsible for any an all costs of for collection on this Note, including court costs and attorney fees.

5. The Borrower made default of the Note in that the Borrower has failed or otherwise refused to make any of the said consecutive monthly instalments or to pay the said Principal Sum or any part thereof. Accordingly the Lender claims CI\$ 2,500.00 as due and owing under the Note.
6. The Plaintiff also claims pre-judgment and post-judgment interest as prescribed by the Note. The total interest as of 28th July 2003 amounts to CI\$ 1660.36 increasing at a per diem rate of CI\$ 1.03.
7. Alternatively, the Plaintiff claims pre-judgment and post-judgment interest as prescribed by the Judicature Law (1995 Revision) and the Judgment Debts (Rates of Interest) Rules. This amounts to a total interest of CI\$ 670.38. The amount of interest accruing each day following the issuance of the Writ is increasing at a per diem rate of CI\$ 0.31.
8. In addition, the Plaintiff also claims any an all costs of for collection on this Note, including court costs and attorney fees.

AND THE PLAINTIFF claims:

1. CI\$ 2,500.00.
2. Pre-judgment and post-judgment interest as prescribed by the Note. The total interest as of 28th July 2003 amounts to CI\$ 1660.36 increasing at a per diem rate of CI\$ 1.03.
3. Alternatively, pre-judgment and post-judgment interest as prescribed by the Judicature Law (1995 Revision) and the Judgment Debts (Rates of Interest) Rules. This amounts to a total interest of CI\$ 670.38. The amount of interest accruing each day following the issuance of the Writ is increasing at a per diem rate of CI\$ 0.31.
4. Costs on a full indemnity basis.
5. Alternatively, costs at such rate as this Honorable Court deems fit.

Dated the 28th day of July 2003


BROADHURST DaCOSTA

This Writ of Summons and Statement of Claim were issued by Broadhurst DaCosta Attorneys-at-Law for the Plaintiff whose address for Service is 40 Linwood St. P.O. Box 2503 GT, Grand Cayman, Cayman Islands.

INDORSEMENT

The amount claimed in respect of the debt is CI\$ 2,500.00 as principle and CI\$ 1660.36 as interest as of 28th July 2003 for a total amount of CI\$ 4,160.36 increasing at a per diem rate of CI\$ 1.03. The amount of the fixed costs is CI\$ 250.00 and the costs of issuing the Writ of Summons is CI\$ 150.00. If within the time for returning the Acknowledgment of Service, the Defendant pays the Plaintiff or its Attorneys-at-Law the total amount claimed as 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 Plaintiffs or to its Attorneys-at-Law.

STATEMENT REGARDING INTEREST

1. The rate of interest under the promissory note is at a rate of 15% per annum from the day such sum falls due until actual payment by the Borrower. The interest became payable on 1st March 1999. There were a total of 1612 calendar days between 1st March 1999 and 28th July 2003. The total amount of interest for the above period is CI\$ 1660.36. The interest is increasing at a per diem rate of CI\$ 1.03.
2. Alternatively, the prescribed rate of interest pursuant to the Judicature Law (1995 Revision) and the Judgment Debts (Rates of Interest) between the period of 1st March 1999 and March 31, 2000 of was 7%. There were 396 calendar days in the period. This amounts to a total interest for the period of CI\$ 190.08.
3. The prescribed rate of interest pursuant to the Judicature Law (1995 Revision) and the Judgment Debts (Rates of Interest) between the period of 1st April 2000 and 31st May 2001 of was 8%. There were 425 calendar days in the period. This amounts to a total interest for the period of CI\$ 233.75.
4. The prescribed rate of interest pursuant to the Judicature Law (1995 Revision) and the Judgment Debts (Rates of Interest) between the period of 1st June 2001 and 30th November 2001 of was 6.25%. There were 183 calendar days in the period. This amounts to a total interest for the period of CI\$ 78.69.
5. The prescribed rate of interest pursuant to the Judicature Law (1995 Revision) and the Judgment Debts (Rates of Interest) between the period of 1st December 2001 and 28th July 2003 was 4.5%. There were 617 calendar days in the period. This amounts to a total interest for the period of CI\$ 184.14.
6. This amounts to a total interest of CI\$ 670.38. The amount of interest accruing each day following the issuance of the Writ is increasing at a per diem rate of CI\$ 0.31.

DIRECTIONS FOR ACKNOWLEDGEMENT OF SERVICE
OF WRIT OF SUMMONS

1. The accompanying form of *Acknowledgement 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, PO Box 495, George Town, Grand Cayman.

2. A Defendant who states in his Acknowledgement 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 endorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2). The defence must be served within fourteen (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 endorsed on the Writ, the defence need not be served until fourteen (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 judgement 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 fourteen (14) days after his Acknowledgement, 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.

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 fourteen (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 authorized to act on behalf of the Company, but the Company can take no further steps in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL HEALTH 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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

502

BETWEEN:

CAUSE NO.

OF 2003

(1) PAUL RAMOON

(2) DELVA F. RAMOON

- And -

Plaintiffs

(1) GEORGE DORMAN MYLES

(2) YVONNE MYLES

Defendants

ACKNOWLEDGEMENT 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 see over leaf...

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 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.

Endorsement 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
PO BOX 2503 GT
GEORGE TOWN, GRAND CAYMAN
CAYMAN ISLANDS, BWI**

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