

IN THE GRAND COURT OF THE CAYMAN ISLANDS

Cause No. 391 of 1996.

Between : SEEBRING CORP LTD Plaintiff
And : DOUGLAS EVANS Defendant

WRIT OF SUMMONS

TO: Douglas Evans
c/o Wholesome Bakery
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 the Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P O Box 496, George Town, Grand Cayman, B.W.I., the accompanying Acknowledgment of Service stating therein whether you intend to contest these proceedings.

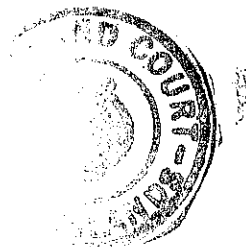
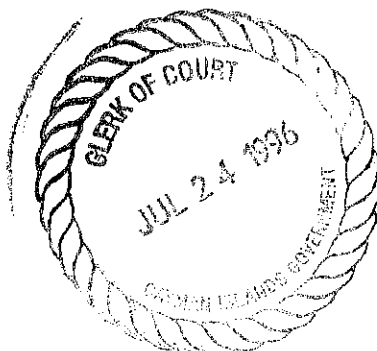
If you fail to satisfy the claim or to return the Acknowledgment within the time stated, or if you return the Acknowledgment without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 22nd day of July, 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.



INDORSEMENT OF CLAIM

The Plaintiff's claim against the Defendant is for monies owed and due by the Defendant to the Plaintiff for unpaid rent on the premises Apartment number 124 Treasure Islands Resort for the period February, March and April 1996.

DATED this nd 22 day of July, 1996.


Collins Broadhurst & Furniss

To: The Clerk of the Courts

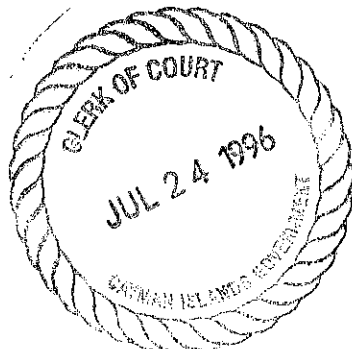
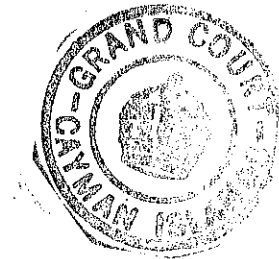
This Writ of Summons has been issued by **Collins Broadhurst & Furniss**, Attorneys-at-Law for the Plaintiff, whose address for service is Elizabethan Square, 2nd Floor, P. O. Box 2503, George Town, Grand Cayman, Cayman Islands, B.W.I.

STATEMENT OF CLAIM

1. The Plaintiff is a local company incorporated under the laws of the Cayman Islands.
2. The Defendant is a resident of Grand Cayman currently employed at Wholesome Bakery, George Town, Grand Cayman.
3. The Plaintiff by written agreement dated the 11th day of January, 1996 agreed to lease apartment #124 at Treasure Islands, Grand Cayman, B.W.I. and it's contents to the Defendant for a period of 12 (twelve) months commencing on the date of the contract, in consideration of the Defendant paying to the Plaintiff in advance on the 1st day of each month US\$2,000.00 which sum represented a security deposit of the due performance by the Defendant of his obligations under contract.
4. It was an express term of the Agreement namely under Clause 2(1) , that the Defendant was to pay the reserved rent on the days and in the manner discussed above.
5. It was an express term of the Agreement, namely under Clause 2(3) that the Defendant throughout the term was not to assign, underlet, share or part with the possession of the premises or any part thereof or take in lodgers without the prior written consent of the Landlord.
6. It was an express term of the agreement, namely under Clause 2(9) that the Defendant would pay the costs of all water, electricity, telephone or other services furnished to the premises.
7. As a result of requests from the Defendant the Plaintiff company spent considerable sums of money on the premises effecting alterations.
8. The Defendant having seen all the repairs done then failed to move into the property. He did nor gave any notice nor did he pay rent as required under the terms of the agreement.
9. The property was not rented until 17 April, 1996.

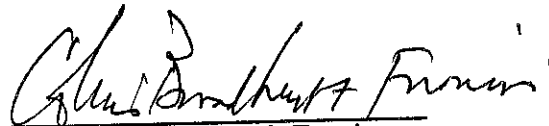
PARTICULARS

Rent due for February, 1996	US\$2,000.00
Rent due for March, 1996	US\$2,000.00
Rent due for up to April 17, 1996	US\$ <u>1,133.33</u>
TOTAL.....	US\$5,133.33
	=====



AND THE PLAINTIFF therefore claims:-

- (i) An order that the Defendant pays to the Plaintiff :-
 - a) the above mentioned sum of US\$5,133.33
 - b) interest on the above mentioned sum of US\$5,133.33 at the statutory prescribed rate of 8 3/8% from the date of judgment.
- (ii) Further and other relief.
- (iii) Fixed costs in the amount of CI\$250.00 plus CI\$100.00 filing fee and \$50.00 bailiff fee.


Collins Broadhurst & Furniss
Attorneys-at-Law for the Plaintiff

If, within the time for returning Acknowledgment of Service, the Defendant pays the total amount claimed of US\$5,533.33 (including costs) further proceedings will be stayed. The money must be paid to the Plaintiff or their Attorney.

This Writ of Summons was issued by **Collins Broadhurst & Furniss** Attorneys-at-Law for and on behalf of the Plaintiff, whose address for service is Elizabethan Square, P O Box 2503, George Town, Grand Cayman, Cayman Islands, B.W.I.



IN THE GRAND COURT OF THE CAYMAN ISLANDS

Cause No. 391 of 1996.

Between : SEEBRING CORP LTD Plaintiff
And : DOUGLAS EVANS Defendant

ACKNOWLEDGEMENT OF SERVICE WRIT OF SUMMONS

To : Douglas Evans c/o Wholesome Bakery George Town, Grand Cayman

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.

Collins Broadhurst & Furniss
Elizabethan Square, 2nd Floor
P.O. Box 2503 GT, Grand Cayman
Cayman Islands, 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.

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 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.

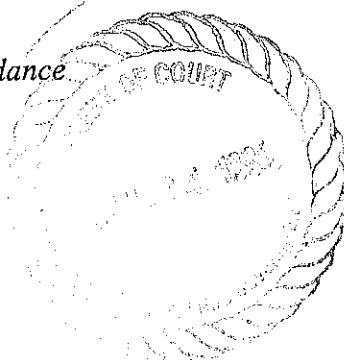
If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 14 days after a Statement of Claim has been served on the Defendant.

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.
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 guardian *ad litem*.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.