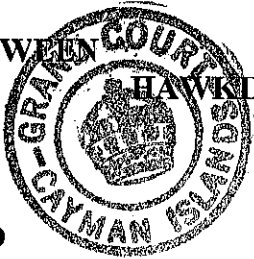


IN THE GRAND COURT OF THE CAYMAN ISLANDS
HOLDEN AT GEORGE TOWN

CAUSE No. 96 of 2004

BETWEEN



HAWKINS & HAWKINS INVESTMENTS LIMITED

PLAINTIFF

AND

TRICIA ANN SEYMOUR

DEFENDANT

WRIT OF SUMMONS

TO: TRICIA ANN SEYMOUR
P.O. Box 2609
George Town



THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of the Claim set out on the attached 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 495 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 without stating that you intend to contest these proceedings, the Plaintiff may proceed with the action and Judgment may be entered against you forthwith without further notice.

Issued this 6th day of February, 2004.

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 herein, unless renewed by the order of the Court.

IMPORTANT: Directions for Acknowledgment of Service are given with this form.

STATEMENT OF CLAIM

1. The Plaintiff is a limited liability company which is registered and incorporated pursuant to the laws of the Cayman Islands having its registered office situated at Woodward Terry & Company, P.O. Box 822, George Town, Grand Cayman.
2. The Defendant, Tricia Ann Seymour, is an individual residing in Grand Cayman, Cayman Islands, and at the material time was a customer of the Plaintiff
3. The Plaintiff and Defendant entered into an agreement dated 13th June 1995, the terms of which are as follows;
 - (a) The principle sum loaned by the Plaintiff to the Defendant was to be One thousand five hundred dollars CI \$ 1500.00
 - (b) The interest rate of the loaned sum was to be 5% per month, payable by installments on the 13th day of each month the sum of \$175.00
 - (c) In default, the principle sum and interest thereon was to be paid on demand at the instance of the Plaintiff.
 - (d) The Plaintiff was entitled to indemnification by the Defendant for actions, proceedings, legal cost and court expenses in relation to or arising out of the recovery of the said loan
4. In breach of the terms of the Agreement the Defendant despite making some initial payments on the said debt has not done so on a regular basis as was stipulated by the Agreement.
5. Therefore on or about the 20th April 1998 the Plaintiff and the Defendant amended the above agreement and the Plaintiff signed a Promissory Note for the sum of CI\$4,624.36 which included the principal sum loaned, interest and legal cost. The said sum were to be paid in weekly installments of CI \$100.00 payable on every Monday of the week.
6. Again the Defendant made initial payments on a regular basis but has defaulted on the payment terms and the Defendant has failed to pay the total amount outstanding notwithstanding the demands, which have been made for the payment of the entire indebtedness in accordance with the agreement. By letter dated 2nd February, 2004 the Plaintiff made a formal demand for his debt.
7. As at the date of this proceedings the principle outstanding is CI\$ 4,038.51
8. As at the date the commencement of this proceedings 6th February, 2004, total interest outstanding is CI\$ 1,115.77

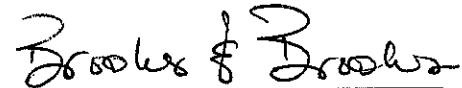
9. The fees incurred or to be incurred for which the Defendant is liable on an indemnity basis in accordance with the agreement as pleaded in paragraph 3 (d) are as follows:

Fees	CIS 500.00
Disbursements	
Issuance of proceedings:	CIS 150.00
Service of proceedings :	<u>CIS 30.00</u>
	CIS 680.00

10. Accordingly, the Defendant is indebted to the Plaintiff in the sum of CI\$5834.28

AND THE PLAINTIFF claims;

- 1) Payment of the principal amount, interest and cost outstanding of CI\$ 5834.28 to 6th February 2004;
- 2) Interest at the statutory rate of 3% from the date hereof to the date of final judgment;
- 3) Cost and attorney fees;
- 4) And further or other relief as this Honourable Court deems just.



BROOKS & BROOKS

Attorneys at Law for the Plaintiff

NOTE: PLEASE NOTE that if within the time for returning the Acknowledgment of Service (i.e. 14 days) the Defendant pays the total amount claimed of CI\$5154.28 plus fixed cost of CI \$500.00 and disbursements of CI\$ 180.00 (total CI\$5834.28) further proceedings will be stayed. The money must be paid to the Plaintiff or his Attorneys at Law.

THIS WRIT OF SUMMONS was filed by Brooks & Brooks Attorneys at law for and on behalf of the Plaintiff herein whose address for service is that of his said Attorneys One Artillery Court, Shedden Road, George Town, Grand Cayman, Cayman Islands, PO Box 1355 George Town, GRAND CAYMAN

IN THE GRAND COURT OF THE CAYMAN ISLANDS
HOLDEN AT GEORGE TOWN

CAUSE NO 76 OF 2004

BETWEEN

HAWKINS & HAWKINS INVESTMENTS LIMITED

PLAINTIFF

AND

TRICIA ANN SEYMOUR

DEFENDANT

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 of Summons 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 .

Service of the Writ of Summons is acknowledged accordingly.

Attorney for the Defendant

Defendant

FORM 2

Acknowledgement of Service (Rule 11)

DIRECTIONS FOR ACKNOWLEDGEMENT OF SERVICE OF DIVORCE PETITION

IF YOU INTEND TO INSTRUCT AN ATTORNEY TO ACT FOR YOU GIVE HIM THIS FORM IMMEDIATELY

1. The accompanying form of Acknowledgement of Service should be completed by an attorney acting on behalf of the Respondent or by the Respondent if acting in person.
2. After completion it must be signed by the Respondent and his attorney (if any) and must be delivered or sent by post to the Law Courts, P.O Box 495 GT, George Town, Grand Cayman.
3. The Acknowledgement of Service must be filed at Court and served on the attorney for the Petitioner (or the Petitioner if acting in person) within fourteen days after service of the Petition.
4. A Respondent who states in his Acknowledgement of Service that he intends to contest the proceedings must also serve an Answer on the attorney for the Petitioner (or on the Petitioner if acting in person) within fourteen days after the service of the Petition.
5. The Petition will be treated as an "undefended petition" in respect of which a decree of divorce may be pronounced without the need for any hearing in open court unless an acknowledgement of service form in which you have stated an intention to defend has been filed at the Court Office within fourteen days of service of the Petition.
6. In the case of Petitions served outside the Cayman Islands the periods within which the Respondent must file an Acknowledgement of Service and any Answer are extended by fourteen days.

Please complete overleaf

Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgment of Service form and return it to the Courts Office.
2. For the purposes of calculating the period of 14days for acknowledging service, a summons 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 mane 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 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 of 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 someone authorised 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 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.

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.

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

**Brooks & Brooks
Attorneys-at-Law
One Artillery Court
Shedden Road
George Town
Grand Cayman**

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

[Empty box for Defendant's Attorney indorsement]