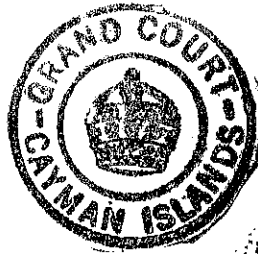


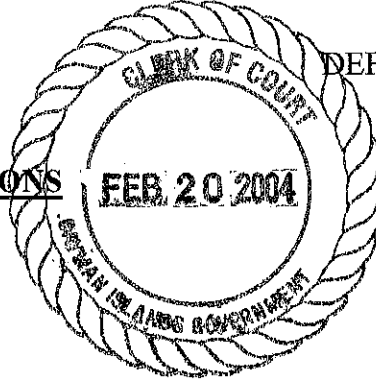
IN THE GRAND COURT
CAYMAN ISLANDS
CAUSE NO. 97 OF 2004



BETWEEN: EDWARD L. LEWIS SOLOMON PLAINTIFF

AND: RON WILSON DEFENANT

WRIT OF SUMMONS



To: Ron Wilson
George Town,
Grand Cayman.

THIS WRIT OF SUMMONS has been issued against you by the above named Plaintiff in respect of claim set out in the next page.

Within fourteen (14) days of 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 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 20th 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, within 6 months) beginning with the date of issue unless renewed by the order of the Court.

IMPORTANT

Directions to Acknowledgement of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. The plaintiff is the Registered owner of Parcel 387 Block 13D in George Town Central hereinafter called the property.
2. The defendant resides in George Town and owns and operates a heavy equipment business known as 'Ron Wilson Equipment'.
3. On the 16th March, 1999 the plaintiff and the defendant entered into an oral agreement in which the plaintiff agreed to sell and the defendant agreed to buy the property for the sum of \$50,000.00 which sum should be paid by \$1000.00 down and \$500.00 payable at the end of each month with 10% interest on the ensuing balances.
4. On the said date the defendant paid the \$1000.00, took possession of the property by placing his heavy equipment and an unattached building on it to house his workers but failed to pay as agreed and has only made payments in cash or in kind in the sum of \$5,980.00 instead of \$30,000.00 and the sum of \$55,029.22 inclusive of interest is now due and owing
5. Despite various verbal demands the defendant failed to pay and as a result by registered letter dated 15th May 2003, the plaintiff demanded payment of the outstanding balance within 30 days failing which the defendant should vacate the property but he failed to respond.
6. On the 30th October, 2003 the plaintiff delivered a statement to the defendant showing the amount paid and the balance including interest as \$53,678.48 and requested payment of the arrears but the defendant again failed to respond.
7. Finally, by letter dated the 8th December, 2003, the plaintiff, through his Attorney, demanded payment of the outstanding amount by the 6th January, 2004 or possession of the property on the 7th January, 2004 failing which legal action would be instituted against him for an order for possession and mesne profits.
8. Despite plaintiff's several demands, the defendant has failed to respond and has remained wrongfully in possession of the property.
9. AND THE PLAINTIFF'S CLAIM is for:

- i. An order that the defendant vacate the property immediately;
- ii. Damages in the sum of \$500.00 per month from the from the 15th May, 2003
- iii. Interest at the rate of 10% per annum from the 15th May, 2003 until payment.
- iv. Costs to be taxed or agreed.

ALTERNATIVELY: AN ORDER:

1. That the outstanding balance including interest is of \$55,029.00;
2. That the defendant do immediately pay the sum of \$24,020.00 now due on the original agreement.
3. That the outstanding balance to date is \$31,009.00
4. That the defendant do pay 10% interest per annum on the outstanding balance from the 20th February, 2004 until payment.
5. That the defendant do pay outstanding balance and interest at the rate of \$1000.00 per month commencing 30 days after payment of the \$24,020.00
6. Costs to be taxed or agreed.

Dated this 20th February , 2004



Neville W. Levy & Associates

This Writ is filed by Neville W. Levy & Associates, Attorneys-at-Law for and on behalf of the Plaintiff whose address for service is Suite No.1, 180 Shedden Road, George Town, Grand Cayman, P.O Box 2178. Ph. 949-5429.

DIRECTIONS OF 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 Court. PO 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 endorsed 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 acknowledgement of 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 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 of liquidated demand (i.e. a fixed sum) who does not intend to contest the proceedings states, in answer to question 3 in the acknowledgement of service that he intends to apply for a stay, execution will be stayed for 14 days after his acknowledgement, but he must within that time, issue a Summons for a stay of execution, supported by an affidavit of 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

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 acknowledgment of Service, as writ served on the Defendant personally is treated as having been 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, he must complete the form 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 step in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL PATIENT, an Attorney acting for a guardian ad litem must complete the form.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.

IN THE GRAND COURT
CAYMAN ISLANDS

CAUSE NO. 972004

BETWEEN: EDWARD LEWIS SOLOMON Plaintiff

AND: RON WILSON Defendant

**ACKNOWLEDGEMENT HAVE
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 defendants whereby they may have to pay the costs of applying to set it aside.

1. Ron Wilson

2. State whether the Defendants intend to contest the proceedings. (tick "yes" or "no")

3. State whether the Defendants intend to apply for a stay of execution of judgment entered by the Plaintiff (tick "yes")

Service of the Writ is acknowledged accordingly.

Signed

Attorney for Defendant

Defendant in Person

Address for service:

Notes on address for service

Attorney: Where an Attorney represents the defendant, 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.

Neville W. Levy & Associates
NevLaw Building,
180 Shedden Road,
George Town.
P. O. Box 2178.

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

