

IN THE GRAND COURT OF THE CAYMAN ISLANDS

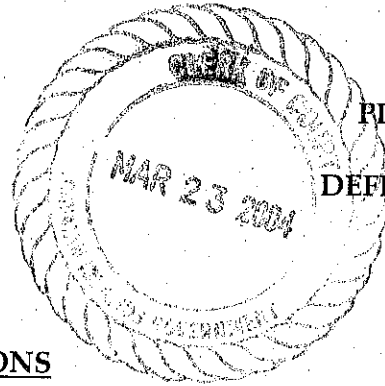
CAUSE NO. 1161 OF 2004

BETWEEN:

FIRST CAYMAN BANK LTD.
(IN LIQUIDATION)

AND:

JOHN SWANSON



PLAINTIFF

DEFENDANT

WRIT OF SUMMONS

To: John Swanson
P.O. Box 1083
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 Fourteen days [14] 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 23rd day of March, 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 unless renewed by order of the Court.

IMPORTANT

Directions for Acknowledgment of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. The Plaintiff ("the Bank") is a limited liability company registered under the Companies Law and was at all material times licensed to operate as a bank under the Banks and Trust Companies Law. The Defendant was at all material times a customer of the Bank. By an Order of the Grand Court dated the 4th day of December, 1997 ("the Order") I.A.N. Wight and M.W. Pilling ("the Liquidators") were appointed as Joint Official Liquidators of the Bank. This action is brought by the Liquidators pursuant to the powers granted to them in the Order.
2. The Defendant was at all material times a director or officer of John Silvers Inn Ltd, a limited liability company with its registered office at Town Hall Road, West Bay, P.O. Box 1083 GT, Grand Cayman ("the Company").
3. On or about the 25th day of July, 1996 the Bank extended certain credit facilities to the Company in the form of an overdraft facility/follow on loan in an initial principal amount of CI\$30,000.00 with interest thereon at the rate of 2.5 percentage points above the Bank's Best Lending Rate subject to a minimum rate of 15 per cent per annum.
4. By an Instrument of Guarantee dated 25 July, 1996 ("the Guarantee") the Defendant guaranteed the payment to the Bank of "all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing" by the Company to the Bank. The Guarantee was subject to a limit of CI\$30,000.00.
5. The Bank issued proceedings against the Company in Cause No. 591 of 2002 and on the 10th day of December, 2002 the Bank obtained Judgment against the Company in the sum of CI\$78,494.23 with interest thereon at the rate of 15 percent per annum or CI\$32.26 per day from the 26th day of April, 2002 to the date of judgment and costs in the sum of CI\$1,334.94.
6. The Company having failed to pay the sums due to the Bank in accordance with the terms of the facility and the Judgment is indebted to to the Bank in the sum of CI\$101,864.09.

7. Despite demand made on the Defendant, he has failed or refused to pay the amount due by the Company to the Bank.
8. In accordance with the terms of the Guarantee the Defendant is liable to the Bank in the sum of CI\$30,000.00. The sum of CI\$30,000.00 includes no interest.

WHEREFORE THE PLAINTIFF CLAIMS:

- (a) The sum of CI\$30,000.00;
- (b) Interest on the sum of CI\$30,000.00 pursuant to section 34 of the Indication Law (1995 Revision) at the rate of 3 ½ per cent per annum from the date hereof to the date of judgment or sooner payment.
- (c) Costs to be taxed, if not agreed, or alternatively fixed costs in the sum of CI\$850.00.

If within the time for returning Acknowledgement of Service the Defendant pays to the Plaintiff's Attorneys-at-Law the total amount claimed of CI\$30,000.00 together with interest and costs of CI\$850.00 all further proceedings will be stayed.

Dated this 23rd day of March 2004

Quin & Hampson
QUIN & HAMPSON
Attorneys-at-Law for the Plaintiff

To: The Clerk of the Court

And To: John Swanson
P.O. Box 1083
George Town
Grand Cayman

THIS WRIT was issued by Messrs. Quin & Hampson, Attorneys-at-Law for the Plaintiff whose address for service and correspondence is P.O. Box 1348, Third Floor, Harbour Centre, George Town, Grand Cayman, 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 installments or otherwise.

See over for notes for guidance

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 his 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: FIRST CAYMAN BANK LTD.
(IN LIQUIDATION)

PLAINTIFF

AND: JOHN SWANSON

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.

Messrs. Quin & Hampson
Attorneys-at-Law
Third Floor, Harbour Centre
P.O. Box 1348
George Town,
GRAND CAYMAN

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