

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 492 OF 1996

BETWEEN: **BANK OF BUTTERFIELD INTERNATIONAL (CAYMAN) LTD.** Plaintiff

AND: (1) **ROBERT MOYLE**
(3) **EDNA MOYLE** Defendants

WRIT OF SUMMONS

To: **ROBERT MOYLE**
North Side,
Grand Cayman

And to: **EDNA MOYLE**
North Side,
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 20th day of September, 1996.

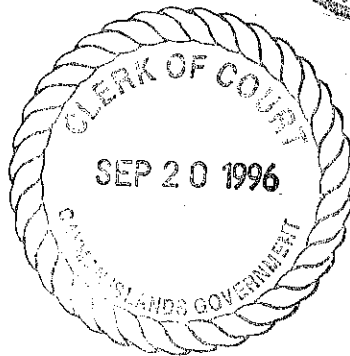
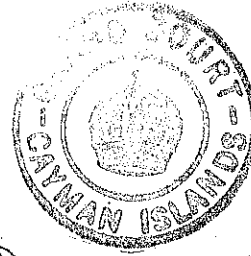
NOTE - This Writ may not be served later than 4 calendar months (or, if leave is required to effect service out of the jurisdiction, 6 months) beginning with the date of issue unless renewed by order of the Court.

IMPORTANT

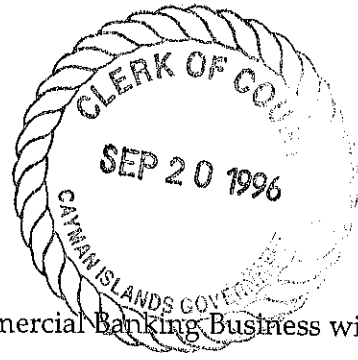
Directions for Acknowledgment of Service are given with the accompanying form.

INDORSEMENT

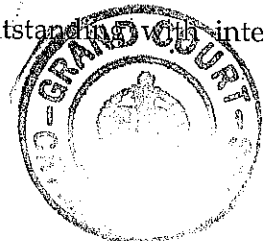
The Plaintiff's claim is for the sum of US\$118,059.14 as of the 31st day of July, 1996 against the First and Second Defendants as Guarantors for monies loaned by the Plaintiff to Universal Consultants Ltd. and under a Guarantee dated the 19th September, 1983.



STATEMENT OF CLAIM



1. The Plaintiff is a class "A" Bank licensed to carry out Commercial Banking Business within the Cayman Islands.
2. The First and Second Defendants were the principals of a Company registered as a resident Company, called Universal Consultants Ltd. ("the Company"). The Company has been struck off the register.
3. By an unlimited Guarantee dated the 19th September, 1983 ("the Guarantee"), the First and Second Defendants guaranteed payment to the Plaintiff of "the liabilities whether direct, contingent or otherwise which [the Company] incurred or is under or may hereafter incur". The Guarantee was jointly and severally made by the First and Second Defendants.
4. That between September, 1983 to September, 1989, several overdraft facilities were granted by the Plaintiff to the Company. The security on these overdraft facilities was the Guarantee. In September, 1989, a loan account was opened in the amount of US\$103,000.00 and the proceeds transferred to the overdraft CI\$ and US\$ accounts for the Company. The security on this loan account remained the Guarantee signed by the First and Second Defendants. The loan account has remained unpaid and inactive for several months.
5. By letters dated the 23rd January, 1996 and 29th April, 1996, formal demand was made to the principals of the Company by registered post demanding payment under the full terms of the Guarantee.
6. As of the 31st day of July, 1996, the sum of US\$118,059.14 is outstanding with interest accruing at the rate of US\$36.89 per diem.



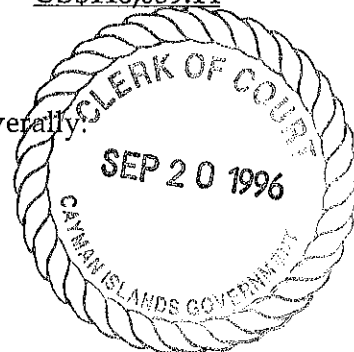
PARTICULARS

Account numbers 01/405/31112, 01/101/031112 and 02/101/031112

Amount outstanding as of 31st July, 1996 (inclusive of interest)

US\$118,059.14

AND THE PLAINTIFF CLAIMS against the Defendants jointly and severally.



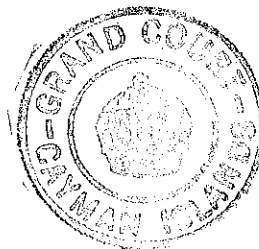
1. The sum of US\$118,059.14.
2. Interest at the rate of US\$36.89 per diem according to the terms of the Agreements and the Bank's rate of interest.
3. Costs to be assessed by the Court or to be taxed.
4. Such further and/or other relief as this Honourable deems just and equitable.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of US\$125,000.00 (including interest and costs) further proceedings will be stayed. The money must be paid to the Plaintiff or his Attorney.

Quin + Hampson

QUIN & HAMPSON

Attorneys-at-Law for the Plaintiff



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).

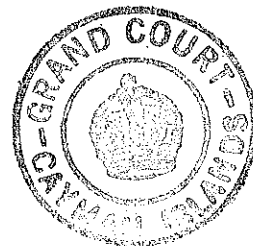
If a Statement of Claim is indorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2), the Defence must be served within 14 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgment is served on the Defendant.

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.

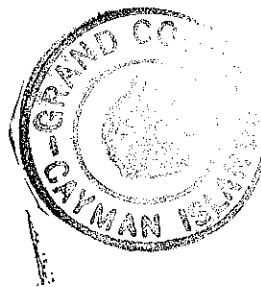
3. A *Stay of Execution* against the Defendant's goods may be applied for where the Defendant is unable to pay the money for which any judgment is entered. If a Defendant to an action for a debt or liquidated demand (i.e. a fixed sum) who does not intend to contest the proceedings states, in answer to 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 authroised 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.



IN THE GRAND COURT OF THE CAYMAN ISLANDS

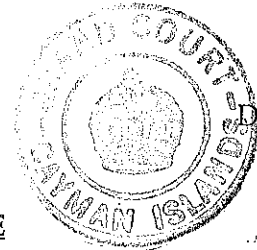
CAUSE NO. 492 OF 1996

BETWEEN: BANK OF BUTTERFIELD INTERNATIONAL (CAYMAN) LTD.

Plaintiff

AND: (1) ROBERT MOYLE (3) EDNA MOYLE

Defendants



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:

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.

