

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 570 OF 1996

BETWEEN: CONSOLIDATED TRADING CORPORATION INC - PLAINTIFF

AND: THINGS CAYMANIAN LTD - FIRST DEFENDANT

AND; MS ALVIS ANGLIN - SECOND DEFENDANT

AND; MS LOIS JEFFERS - THIRD DEFENDANT

WRIT OF SUMMONS

**TO: Things Caymanian Ltd.
P O Box 625 GT
George Town**

**AND TO: Ms. Alvis Anglin
c/o Native Collections
Radisson Resort
West Bay Road.**

**AND TO: Ms. Lois Jeffers
c/o
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 next 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 Courts Office, P O Box 495, George Town, Grand Cayman, the accompanying Acknowledgement of Service form stating therein whether you intend to contest the proceedings.

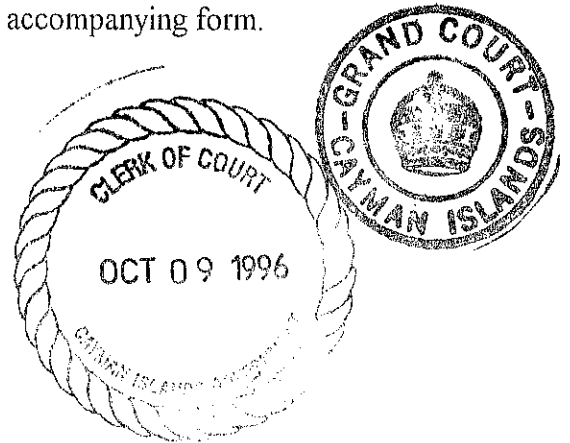
If you fail to satisfy the claim or to return the Acknowledgement within the time stated, or if you return the Acknowledgement without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgement may be entered against you forthwith without further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

Issued this 9th day of October, 1996

NOTE-this Writ may not be served later than 4 calendar months.

IMPORTANT

Directions for Acknowledgement of service are given with the accompanying form.



STATEMENT OF CLAIM



1. The Plaintiff is a company incorporated under the Laws of Curacao, Netherlands Antilles and which is engaged in the wholesale clothing trade from its base in Curacao.

2. The First Defendant is a retailing company duly incorporated and licensed under the Laws of the Cayman Islands to carry on the business of retail trade and has its ordinary place of business at the Radisson Resort, West Bay Road.

3. The Second and Third Defendants were at the material times principals and Director and Secretary of the First Defendant and they each entered into personal Guarantees with the Plaintiff on or about 22nd December, 1994 guaranteeing the provision of credit facilities to the First Defendant. As a result of the said Personal Guarantees by the Second and Third Defendants credit facilities were extended to the First Defendant.

4. At all material times, the Defendants were customers of the Plaintiff.

5. Sometime on or about 22nd December, 1994 the Plaintiff and the Defendants entered into a written agreement in which they agreed that the Defendants would obtain goods from the Plaintiff on credit terms and that the Defendants would pay off the outstanding amount at any given time within 30 days in accordance with the standard terms and conditions set out in the Plaintiff's Credit Application Form.



6. In order to secure the said Credit Facilities the Second and Third Defendants entered into Personal Guarantees to the effect that they would each Guarantee and be responsible to pay off the amount of credit outstanding at any given time within 5 years from the date of the agreement i.e. within 5 years from 22nd December, 1994. It was also a term of the Agreement that the Defendants would pay interest on the amount outstanding if the payments were late and that in the event that it was necessary to instruct Attorneys to collect the outstanding amount they would pay all legal fees.

7. As a result of this Agreement the Defendants obtained goods from the Plaintiff to the value of US\$20,323.00 up to the 30th day of September, 1996.

8. In breach of the above referenced agreement the Defendants did not make the payments required so that the Plaintiffs had to obtain the services of an Attorney At Law to represent them in the Cayman Islands to obtain payment of same. As a result of the Plaintiff's obtaining the services of an Attorney At Law to represent them an agreement was made in open letters dated 10th June, 1996 and 3rd July, 1996 from the Defendants Attorney in which the Defendants agreed to pay all of the Plaintiff's legal fees and US\$4,000.00 per month until the full amount outstanding was paid off.

9. In furtherance of the said Agreement the Defendants made one payment of US\$4,000.00 on or about 15th July, 1996 and a further payment of US\$3,000.00 on or about 28th August, 1996. The Defendants also paid legal fees to 30th July, 1996 in the amount of US\$822.00.

10 However, since the date of the last payment on 28th August, 1996 the Defendants have neglected to make any further payments despite demands by the Plaintiff's Attorneys to pay same..

WHEREFORE THE PLAINTIFF CLAIMS

(I) Principal Amount Outstanding (to 30th September, 1996) US\$20,323.00

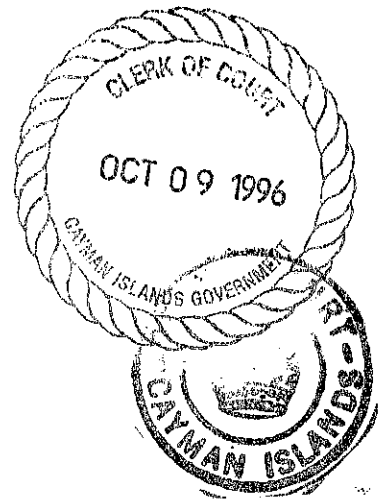
(II) Continuing interest and Charges thereon pursuant to the Agreement between the parties of 22nd December, 1994) to date of Judgement

(III) Statutory Post Judgement Interest

(IV) Costs _____

TOTAL \$

Dated this 8th day of October, 1996.



Brooks & Brooks
BROOKS & BROOKS
Attorney-At-Law
for the Plaintiff

PLEASE NOTE that if within the time for returning the Acknowledgement of Service (i.e 14 days) the Defendant pays the total amount claimed of US\$20,323.00 plus costs of CI\$500.00 and disbursement of CI\$205.00 (total of US\$ 21,183.00 including interest and costs to 30th September 1996) further proceedings will be stayed. The money must be paid to the Plaintiff or its Attorney-At-Law.



THIS WRIT IS ISSUED by Brooks & Brooks Attorney-At-Law for the Plaintiff whose address for service is 2nd floor Harbour Centre, P.O. Box 1355, George Town, Grand Cayman.



IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 510 OF 1990

BETWEEN: CONSOLIDATED TRADING CORPORATION INC. - PLAINTIFF

AND: THINGS CAYMANIAN LTD - FIRST DEFENDANT

AND ALVIS ANGLIN - SECOND DEFENDANT

AND : LOIS JEFFERS - THIRD DEFENDANT

**ACKNOWLEDGEMENT OF SERVICE
OF WRIT OF SUMMONS**

If you intend to instruct an Attorney-At-Law 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
judgement being entered
against a Defendant
whereby he may have to
pay the costs of
applying to set it aside.

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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
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 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 judgement entered by the Plaintiff (tick box)

Yes

No

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 communication for him should be sent. In the case of a limited company, "residence" means its registered or principal office.

Endorsement by Plaintiff's Attorney (or by Defendant if suing in person) of his Name, Address and References, if any, in the box below.

Endorsement by Defendant's Attorney (or by Defendant if suing in person) of his Name, Address and Reference, if any, in the box below.