

IN THE GRAND COURT OF THE CAYMAN ISLANDS

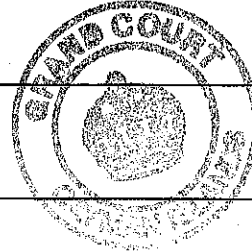
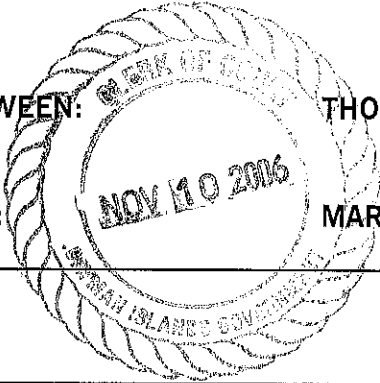
CAUSE NO <sup>476</sup> OF 2006

BETWEEN: THOMAS MARTIN KINSLOW

PLAINTIFF

AND: MARION WEBSTER

DEFENDANT



**WRIT OF SUMMONS**

TO: **FAO Ms Marion Webster  
PO Box 438  
Savannah  
Grand Cayman KY1-1502  
CAYMAN ISLANDS**

**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 of Summons on you, counting the day of service, you must either satisfy the claim or return to the Courts Office, George Town, PO Box 495, Grand Cayman, KY1-1106, Cayman Islands 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                    day of November 2006.

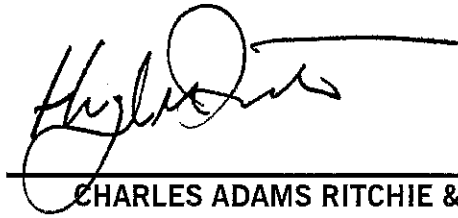
NOTE:- This Writ may not be served later than 4 calendar months (or, if leave is required to effect service out of the jurisdiction, 6 months) beginning with the date of issue unless renewed by Order of the Court.

**IMPORTANT**

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

**INDORSEMENT**

The Plaintiff's claim against the Defendant is for CI\$99,646.00, including interest, being the sum owed by the Defendant pursuant to agreements made on or about 1 September 2005 and further in October 2005 whereby the Defendant undertook to be liable for all monies due to the Plaintiff in respect of money lent to the Defendant. That the last payment the Defendant made on the outstanding amount was on the 20 July 2006.



A handwritten signature in black ink, appearing to read "Charles Adams Ritchie & Duckworth", is written over a horizontal line. The signature is stylized and cursive.

**CHARLES ADAMS RITCHIE & DUCKWORTH  
ATTORNEYS-AT-LAW FOR THE PLAINTIFF**

This Writ was issued by Charles Adams Ritchie & Duckworth, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service is 2<sup>nd</sup> Floor, Zephyr House, 122 Mary Street, George Town, PO Box 709, Grand Cayman, KY1-1107, CAYMAN ISLANDS

BETWEEN: THOMAS MARTIN KINSLOW PLAINTIFF

AND: MARION WEBSTER DEFENDANT

ACKNOWLEDGMENT OF SERVICE  
OF WRIT OF SUMMONS

Important. Read the accompanying direction 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  
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 is suing in person) of his name, address and reference, if any, in the box below.

Charles Adams Ritchie & Duckworth  
2<sup>nd</sup> Floor Zephyr House 122 Mary Street  
George Town  
PO Box 709  
Grand Cayman KY1-1107  
CAYMAN ISLANDS

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

## 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 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.

**BETWEEN:                      THOMAS MARTIN KINSLOW                      PLAINTIFF**

**AND:                              MARION WEBSTER                              DEFENDANT**

**STATEMENT OF CLAIM**

1.        The Plaintiff is resident of the Netherlands Antilles having a place of residence at Kaya Eindhoven #5, Bonaire, Netherlands Antilles.
  
2.        The Defendant is a resident in the Cayman Islands
  
3.        On 1 September 2005 the Plaintiff provided a personal loan of CI\$75,000.00 to the Defendant for the purpose of emergency repairs and maintenance of Sunny Smile Preschool, Georgetown, Grand Cayman, with the understanding that repayments of CI \$625.00 would be made monthly for a period of 2 years (interest only) and thereafter CI\$1,500.00 per month for a period of five years until the debt was fully repaid.
  
4.        Additionally, during October 2005 the Plaintiff personally loaned a further CI\$29,600.00 to the Defendant with the understanding that repayments of CI \$375.00 would be made monthly in addition to the existing loan bringing the monthly total of repayments to CI\$1,000.00. The Defendant later guaranteed the Plaintiff that this money would be repaid in full in April 2006.
  
5.        The Defendant began repayment of the loan on 6 December 2005, the Defendant's payment history is listed below:

|                 |             |
|-----------------|-------------|
| 6 December 2005 | CI\$1000.00 |
| 21 January 2006 | CI\$1000.00 |
| 8 February 2006 | CI\$1000.00 |
| 5 April 2006    | CI\$1000.00 |
| 7 July 2006     | CI\$1000.00 |

20 July 2006

CI\$1000.00

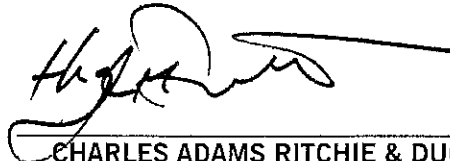
That no further payment has been made since this date.

6. The Plaintiff agreed with the Defendant charge an interest rate of ten per cent per annum.
7. The Defendant however, has not maintained any payment agreement and as a result the Plaintiff had to seek the assistance in order to collect this debt.
8. By letters dated the 20 September 2006, 2 October 2006 (served 3 October 2006) and 24 October 2006 (served 31 October 2006), the Plaintiff, through its Attorneys-at-Laws demanded that the Defendant contact the Plaintiff to confirm a repayment schedule and/or pay the then debt owed.
9. Notwithstanding the said demand, the Defendant has made no further payment on this account since 20 July 2006.

**AND THE PLAINTIFF CLAIMS:-**

1. The sum of CI\$ 98,600.00
2. Interest of CI\$ 1,046.00 (at the rate of 10% per annum)
3. Costs.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of CI\$99,646.00 (excluding costs and filing fees) further proceedings will be stayed. The money must be paid to the Plaintiff.



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**CHARLES ADAMS RITCHIE & DUCKWORTH  
ATTORNEYS-AT-LAW FOR THE PLAINTIFF**

This Statement of Claim was issued by Charles Adams Ritchie & Duckworth, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service is 2<sup>nd</sup> Floor, Zephyr House, 122 Mary Street, George Town, PO Box 709, Grand Cayman, KY1-1107, CAYMAN ISLANDS