

BEFORE THE  
DIVISION OF SECURITIES  
DEPARTMENT OF FINANCIAL INSTITUTIONS  
STATE OF WISCONSIN

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In the Matter of  
NEW ENGLAND INTERNATIONAL SURETY, INC.

PETITION FOR ORDER

Respondent.

File No. S-99275(EX)

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The staff of the Enforcement Unit, Registration & Enforcement Section, of the Division of Securities, Department of Financial Institutions, State of Wisconsin has conducted an investigation in this matter pursuant to sec. 551.56, Wis. Stats. and as a result thereof alleges as follows:

1. New England International Surety, Inc. ("New England") is a foreign business entity with a last known address at 7 rue des Alpes, CH-201, Geneva, Switzerland and 11 Avenue Lloyd George, 1000 Brussels Belgium ;

2. On October 5, 1998, New England entered into an agreement with RMW/Corlogic Inc. ("Corlogic") ostensibly to provide a guarantee of repayment for notes issued by Corlogic (the "Corlogic Agreement");

3. The Corlogic Agreement specifically acknowledges that the purpose of the guarantee is "to enhance the marketability of Borrower's [Corlogic's] Promissory Notes;"

4. On October 5, 1998, New England entered into an agreement with Pacific Air Transport Inc. ("Pacific Air") ostensibly to provide a guarantee of repayment for notes issued by Pacific Air (the "Pacific Air Agreement");

5. The Pacific Air Agreement specifically acknowledges that the purpose of the guarantee is "to enhance the marketability of Borrower's [Pacific Air's] Promissory Notes;"

6. On October 5, 1998, New England entered into an agreement with Caffe Diva Group Ltd. ("Caffe Diva") ostensibly to provide a guarantee of repayment for notes issued by Caffe Diva (the "Caffe Diva Agreement");

7. The Caffe Diva Agreement specifically acknowledges that the purpose of the guarantee is "to enhance the marketability of Borrower's [Caffe Diva's] Promissory Notes;"

8. On October 5, 1998, New England entered into an agreement with Technical Support Services ("Technical Support") ostensibly to provide a guarantee of repayment for notes issued by Technical Support (the "Technical Support Agreement");

9. The Technical Support Agreement specifically acknowledges that the purpose of the guarantee is "to enhance the marketability of Borrower's [Technical Support's] Promissory Notes;"

10. Upon information and belief, on October 5, 1998, New England entered into an agreement with Tri-National Development Corp. ("Tri-National") ostensibly to provide a guarantee of repayment for notes issued by Tri National (the "Tri-National Agreement");

11. Upon information and belief, the Tri-National Agreement specifically acknowledges that the purpose of the guarantee is "to enhance the marketability of Borrower's [Tri-National's] Promissory Notes;"

12. On an unknown date, New England entered into an agreement Sebastian International Enterprises, Inc. ("Sebastian") ostensibly to provide a guarantee of repayment for notes issued by Sebastian (the "Sebastian Agreement");

13. Upon information and belief, the Sebastian Agreement specifically acknowledges that the purpose of the guarantee is "to enhance the marketability of Borrower's [Sebastian's] Promissory Notes;"

14. The notes issued by Corlogic, Pacific Air, Caffe Diva, Tri-National, Sebastian, and Technical Support that are referred to above (together the "Corporate Notes") are securities as defined by sec. 551.02(13), Wis. Stats.;

15. The Corporate Notes have never been registered Pursuant to Ch. 551, Wis. Stats., for offer or sale in Wisconsin;

16. New England has violated sec. 551.21, Wis. Stats., by offering and selling unregistered securities;

17. On July 28, 1999, the Division issued an Order of Prohibition and Revocation against Tri-National Development, Corp.; on August 4, 1999 the Division issued an Order of Prohibition and revocation against Sebastian International Enterprises, Inc.; on September 16, 1999 the Division issued an Order of Prohibition and Revocation against Caffe Diva Group, Ltd.; and on September 23, 1999 the Division issued an Order of Prohibition and Revocation against Technical Support Services, Inc.

THEREFORE, the staff of the Enforcement Unit petitions the Administrator for the issuance of the attached Order.

DATED this 7<sup>th</sup> day of December, 1999.



David A. Cohen  
Supervising Attorney  
Enforcement Unit