

IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION

CAUSE NO: CIV *229* OF 2013

BETWEEN:

CAYMAN ISLANDS DEVELOPMENT BANK

PLAINTIFF

AND:

SOPHIA FRANCINE HUNT

1st DEFENDANT

AND:

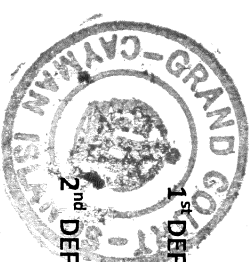
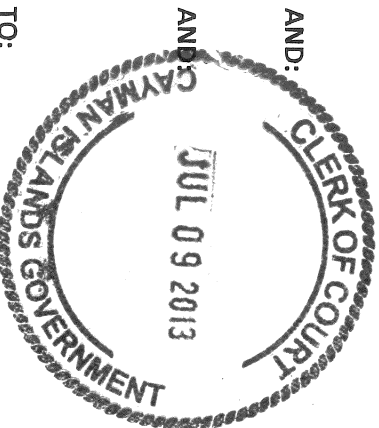
SUSAN POWELL

2nd DEFENDANT

AND: ANDREA THOMAS-MYLES

ANDREA THOMAS-MYLES

3rd DEFENDANT



WRIT OF SUMMONS

TO:
Sophia Francine Hunt
AND:
Susan Powell
AND:
Andrea Thomas-Myles

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 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 *8th* day of July 2013.

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 Plaintiffs are bankers carrying on business at their branch on Dr. Roys Drive, George Town, Cayman Islands.
2. On or about the 18th August 2009 the Plaintiff offered to lend to the 1st Defendant the sum of CI\$27,439 and the said offer was accepted on the same day.
3. The salient terms of the agreement between the parties were as follows:
 - 3.1 the plaintiff will loan the sum of CI\$27,439 to the 1st defendant payable to the 1st defendant as follows: \$12,500 payable in August 2009 and \$12,500 in February 2010 with the remainder of the sum of \$2,439 is to be held on trust by the plaintiff for the 1st defendant in order to make interest payments on the loan on behalf of the 1st defendant for the period September 30, 2009 through December 31, 2010.
 - 3.2 That the 1st defendant will repay the principal together with interest by monthly installments of CI\$544 over a period of 60 months commencing 31st January 2011.
 - 3.3 The 2nd and 3rd defendants will enter into a guarantee to repay the loan in the event of default of the 1st defendant.
 - 3.4 If the 1st defendant defaults on payment of any installment and this continues for a period of 30 days the Bank may by notice in writing declare all sums outstanding immediately payable and on so doing the entire amount outstanding shall be due and payable immediately.
 - 3.5 That interest shall be charged at the rate of base plus 0.55% to an effective rate of 7% on the principal amount disbursed and outstanding.
 - 3.6 That the 1st defendant would enter into a memorandum of understanding with the plaintiff showing indebtedness of the sum of CI\$27,439.
4. The plaintiff agreed to the terms of the loan and an agreement was entered into in writing by the Plaintiff and 1st Defendant on the 19th August 2009 and the full terms of the said agreement were embodied in a Memorandum of Agreement signed by all parties on the 19th August 2009.
5. In consideration of the plaintiff entering into the said agreement, the 2nd and 3rd defendants by written agreement evidenced by their signature on the Memorandum of Understanding and signed by the 2nd and 3rd defendants on the 19th August 2009 guaranteed the payment to the plaintiff of the said sum of CI\$27,439. A copy of the signed loan offer and memorandum of agreement are annexed to this statement of claim as evidence of the entire terms and conditions and obligations of all parties.
6. In accordance with the terms as set out at paragraph 3 above and with the said loan agreement the Plaintiff lent to the 1st Defendant the sum of CI\$27,439.
7. In breach of the clause 4(d) of the agreement the 1st Defendant failed to make repayments on the said loan in accordance with the repayment schedule and on the 6th May 2013 the Plaintiff

demanded repayment of the entire sum owing of \$31,441.97 from all defendants but none of the defendants have paid to the plaintiff the sum owing.

8. In the premises, the Defendants are joint and severally indebted to the Plaintiff in the sum of CI\$31,441.97.

Particulars	
Principal	\$27,439
Interest	\$4,002.97

A copy of the loan account particularising the interest and principal amounts is annexed to this statement of claim.

9. The Plaintiff also claims interest on the said sum owing at 7% per annum from the date of demand of repayment.

10. **STATEMENT REGARDING INTEREST**

- a) The Plaintiff seeks pre and post judgment interest from the date of issue of proceedings at the contractual rate of base plus 0.55% to an effective rate of 7% on the unpaid balance until payment and in accordance with the provisions of the Judicature Law (2007 Revision) and the Judgment Debt (Rates of Interest) Rules as amended from time to time.
- b) The interest rate claimed is 7% or in the alternative as per the Judgment Debt (Rates of Interest) Rules at 2 3/8% per annum.
- c) Interest is claimed on the sum claimed from the 6th May 2013.
- d) The amount of interest owing at date of issue of this Plaintiff is \$.
- e) The amount of interest accruing each day following the issue of this Plaintiff is CI\$6.03.

AND THE PLAINTIFF CLAIMS:

- (i) The said sum of CI\$31,441.97.
- (ii) Pre and post judgment Interest on the said sum in accordance with the terms of the agreement and the Judicature Law (2007 Revision) and the Judgment Debt (Rates of Interest) Rules as amended from time to time.
- (ii) Costs or alternatively fixed costs in the sum of CI\$150.00 plus filing fees and bailiff's fee for service.



Samson & McGrath

Attorneys for the Plaintiff

Endorsement

If within the time for returning Acknowledgement of Service the Defendants pay to the Plaintiff's Attorneys-at-Law the total amount claimed of C\$31,441.97 and all filing fees, ad valorem fees, and all interest claimed all further proceedings will be stayed.

CAYMAN ISLANDS DEV. BANK B DOCTOR RO

GEORGE TOWN
CAYMAN ISLANDS, BWI.

CURRENCY KYD

CONTRACT: 3301576

STATEMENT PERIOD: 20/08/09 TO 08/07/13

LOAN STATEMENT

HUNT SOPHIA
P.O. BOX 2465
7 VERNICE BODDEN DRIVE
BODDENT TOWN

LOAN PURPOSE: STUDENT LOAN INT PDM: 5.32

DATE	TRAN. DESCRIPTION	DEBIT AMOUNT	CREDIT AMOUNT	PRINCIPAL BALANCE
20 AUG 09	Advance	12,500.00		12,500.00
31 AUG 09	Int. -scheduled calc	26.37		
15 SEP 09 R	Late fee Int Calc	25.00		
15 SEP 09	Late fee Int Calc			
30 SEP 09	Int. -scheduled calc	71.92		
01 OCT 09	Int. -statement date	2.40		
05 OCT 09	Advance	98.29		12,598.29
05 OCT 09	Int. - loan increase	9.59		
05 OCT 09	Interest payment		98.29-	
02 NOV 09	Int. -scheduled calc	67.65		
18 NOV 09 R	Late fee Int Calc	25.00		
18 NOV 09	Late fee Int Calc			
23 NOV 09	Advance	79.64		12,677.93
23 NOV 09	Int. - loan increase	50.74		
23 NOV 09	Interest payment		79.64-	
30 NOV 09	Int. -scheduled calc	17.02		
15 DEC 09	Advance	67.76		12,745.69
15 DEC 09	Int. - loan increase	36.47		
15 DEC 09	Interest payment		67.76-	
15 DEC 09	Late fee Int Waived	25.00		

DATE	TRAN. DESCRIPTION	DEBIT AMOUNT	CREDIT AMOUNT	PRINCIPAL BALANCE
31 DEC 09	Int. -scheduled calc	39.11		
01 JAN 10	Int. -statement date	2.44		
15 JAN 10	Late fee Int Waived	25.00		
01 FEB 10	Int. -scheduled calc	75.78		
03 FEB 10	Advance	153.80		12,899.49
03 FEB 10	Int. - loan increase	4.89		
03 FEB 10	Interest payment		153.80-	
09 FEB 10	Advance	12,500.00		25,399.49
09 FEB 10	Int. - loan increase	14.84		
01 MAR 10	Int. -scheduled calc	97.42		
16 MAR 10	Late fee Int Waived	25.00		
31 MAR 10	Int. -scheduled calc	146.13		
01 APR 10	Int. -statement date	4.87		
19 APR 10	Late fee Int Waived	25.00		
30 APR 10	Int. -scheduled calc	141.26		
07 MAY 10	Advance	409.41		25,808.90
07 MAY 10	Int. - loan increase	34.10		25,808.90
07 MAY 10	Interest payment		409.41-	
31 MAY 10	Int. -scheduled calc	118.79		
16 JUN 10	Late fee Int Waived	25.00		
30 JUN 10	Int. -scheduled calc	148.49		
01 JUL 10	Int. -statement date	4.95		
15 JUL 10	Advance	301.38		26,110.28
15 JUL 10	Int. - loan increase	69.30		
15 JUL 10	Interest payment		301.38-	
02 AUG 10	Int. -scheduled calc	90.13		
17 AUG 10	Late fee Int Waived	25.00		
31 AUG 10	Int. -scheduled calc	145.22		

DATE	TRAN. DESCRIPTION	DEBIT AMOUNT	CREDIT AMOUNT	PRINCIPAL BALANCE
06 SEP 10	Advance	309.60		26,419.88
06 SEP 10	Int. - loan increase	30.04		
06 SEP 10	Interest payment		309.60-	
30 SEP 10	Int. -scheduled calc	121.60		
01 OCT 10	Int. -statement date	5.07		
15 OCT 10	Late fee Int Waived	25.00		
22 OCT 10	Advance	151.64		26,571.52
22 OCT 10	Int. - loan increase	106.40		
22 OCT 10	Interest payment		151.64-	
01 NOV 10	Int. -scheduled calc	50.96		
17 NOV 10	Late fee Int Waived	25.00		
30 NOV 10	Int. -scheduled calc	147.78		
15 DEC 10	Late fee Int Waived	25.00		26,571.52
31 DEC 10	Int. -scheduled calc	157.97		
01 JAN 11	Int. -statement date	5.10		
17 JAN 11	Late fee Int Waived	25.00		
20 JAN 11	Advance	468.18		27,039.70
20 JAN 11	Int. - loan increase	96.82		
20 JAN 11	Interest payment		468.18-	
31 JAN 11	Int. -scheduled calc	57.04		
31 JAN 11	Princ payment due			
01 FEB 11	Advance	158.96		27,198.66
01 FEB 11	Int. - loan increase	5.19		
01 FEB 11	Interest payment		158.96-	
28 FEB 11	Int. -scheduled calc	140.84		27,198.66
08 MAR 11	Advance	146.03		27,344.69
08 MAR 11	Int. - loan increase	41.73		

DATE	TRAN. DESCRIPTION	DEBIT AMOUNT	CREDIT AMOUNT	PRINCIPAL BALANCE
08 MAR 11	Interest payment		146.03-	
31 MAR 11	Int. -scheduled calc	120.62		
01 APR 11	Int. -statement date	5.24		
15 APR 11	Late fee Int Waived	25.00		
02 MAY 11	Int. -scheduled calc	162.57		
18 MAY 11	Late fee Int Waived	25.00		
31 MAY 11	Int. -scheduled calc	152.08		
06 JUN 11	Advance	94.31		27,439.00
06 JUN 11	Int. - loan increase	31.47		
06 JUN 11	Interest payment		94.31-	27,439.00
16 JUN 11	Late fee Int Waived	25.00		
30 JUN 11	Princ payment due	544.00		
30 JUN 11	Int. -scheduled calc	126.29		
01 JUL 11	Int. -statement date	5.26		
18 JUL 11	Late fee Int Waived	25.00		
31 JUL 11	Princ payment due	544.00		
01 AUG 11	Int. -scheduled calc	163.13		
16 AUG 11	Late fee Int Waived	25.00		
31 AUG 11	Princ payment due	544.00		
31 AUG 11	Int. -scheduled calc	157.87		
15 SEP 11	Late fee Int Waived	25.00		
30 SEP 11	Princ payment due	544.00		27,439.00
30 SEP 11	Int. -scheduled calc	157.87		
01 OCT 11	Int. -statement date	5.26		
10 OCT 11	Blended payment due	5,644.82		
31 OCT 11	Int. -scheduled calc	157.87		
31 OCT 11	Blended payment due	544.00		
16 NOV 11	Late fee BInd Waived	25.00		

DATE	TRAN. DESCRIPTION	DEBIT AMOUNT	CREDIT AMOUNT	PRINCIPAL BALANCE
30 NOV 11	Int. -scheduled calc	157.87		
30 NOV 11	Blended payment due	544.00		
15 DEC 11	Late fee Blnd Waived	25.00		
01 JAN 12	Int. -statement date	168.39		
03 JAN 12	Int. -scheduled calc	10.52		
03 JAN 12	Blended payment due	544.00		27,439.00
18 JAN 12	Late fee Blnd Waived	25.00		
31 JAN 12	Int. -scheduled calc	147.34		
31 JAN 12	Blended payment due	544.00		
15 FEB 12	Late fee Blnd Waived	25.00		
29 FEB 12	Int. -scheduled calc	152.61		
29 FEB 12	Blended payment due	544.00		
15 MAR 12	Late fee Blnd Waived	25.00		
01 APR 12	Int. -statement date	168.39		
02 APR 12	Int. -scheduled calc	5.26		
02 APR 12	Blended payment due	544.00		
19 APR 12	Late fee Blnd Waived	25.00		
30 APR 12	Int. -scheduled calc	147.34		27,439.00
30 APR 12	Blended payment due	544.00		
15 MAY 12	Late fee Blnd Waived	25.00		
31 MAY 12	Int. -scheduled calc	163.13		
31 MAY 12	Blended payment due	544.00		
19 JUN 12	Late fee Blnd Waived	25.00		
01 JUL 12	Int. -statement date	163.13		
03 JUL 12	Int. -scheduled calc	10.52		
03 JUL 12	Blended payment due	544.00		
19 JUL 12	Late fee Blnd Waived	25.00		

DATE	TRAN. DESCRIPTION	DEBIT AMOUNT	CREDIT AMOUNT	PRINCIPAL BALANCE
31 JUL 12	Int. -scheduled calc	147.34		
31 JUL 12	Blended payment due	544.00		
15 AUG 12	Late fee Blnd Waived	25.00		27,439.00
31 AUG 12	Int. -scheduled calc	163.13		
31 AUG 12	Blended payment due	544.00		
17 SEP 12	Late fee Blnd Waived	25.00		
01 OCT 12	Int. -statement date	163.13		
01 OCT 12	Blended payment due	544.00		
16 OCT 12	Late fee Blnd Waived	25.00		
31 OCT 12	Int. -scheduled calc	157.87		
31 OCT 12	Blended payment due	544.00		
16 NOV 12	Late fee Blnd Waived	25.00		
30 NOV 12	Int. -scheduled calc	157.87		
30 NOV 12	Blended payment due	544.00		
17 DEC 12	Late fee Blnd Waived	25.00		27,439.00
31 DEC 12	Int. -scheduled calc	163.13		
31 DEC 12	Blended payment due	544.00		
01 JAN 13	Int. -statement date	5.26		
15 JAN 13	Late fee Blnd Waived	25.00		
31 JAN 13	Int. -scheduled calc	157.87		
31 JAN 13	Blended payment due	544.00		
18 FEB 13	Late fee Blnd Waived	25.00		
28 FEB 13	Int. -scheduled calc	147.34		
28 FEB 13	Blended payment due	544.00		
15 MAR 13	Late fee Blnd Waived	25.00		
01 APR 13	Int. -statement date	168.39		
02 APR 13	Int. -scheduled calc	5.26		27,439.00
02 APR 13	Blended payment due	544.00		

DATE	TRAN. DESCRIPTION	DEBIT AMOUNT	CREDIT AMOUNT	PRINCIPAL BALANCE
17 APR 13	Late fee Blnd Waived	25.00		
30 APR 13	Int. -scheduled calc	147.34		
30 APR 13	Blended payment due	544.00		
15 MAY 13	Late fee Blnd Waived	25.00		
31 MAY 13	Int. -scheduled calc	163.13		
31 MAY 13	Blended payment due	544.00		27,744.00
13 JUN 13	Advance	305.00		
13 JUN 13	Int. - loan increase	68.41		
18 JUN 13	Late fee Blnd Waived	25.00		
01 JUL 13	Int. -statement date	95.77		27,744.00
02 JUL 13	Int. -scheduled calc	5.32		
02 JUL 13	Blended payment due	544.00		

**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 4956G, 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

Please complete overleaf

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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION

CAUSE NO: CIV OF 2013

BETWEEN:

CAYMAN ISLANDS DEVELOPMENT BANK

PLAINTIFF

AND:

SOPHIA FRANCINE HUNT

1st DEFENDANT

AND:

SUSAN POWELL

2nd DEFENDANT

AND:

ANDREA THOMAS-MYLES

3rd 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 no

Service of the Writ is acknowledged accordingly

(Signed).....

Attorney for the Plaintiff

Please complete overleaf