

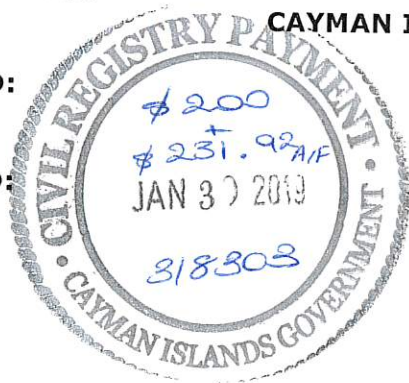
**IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION**

CAUSE NO: GC 16 OF 2019

BETWEEN:

AND:

AND:

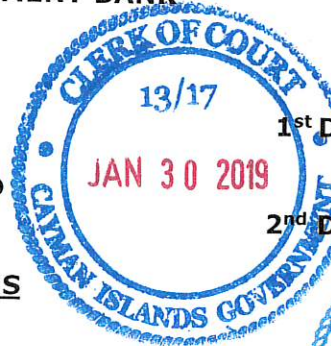


CAYMAN ISLANDS DEVELOPMENT BANK

KARIN HAMANN

MARK SCOTLAND

WRIT OF SUMMONS



PLAINTIFF

1st DEFENDANT

2nd DEFENDANT

TO: 1st Defendant
Karin Hamann
#62 Brightside Street

AND TO: 2nd Defendant
Mark Scotland
#134 Discovery Drive



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 30 day of January 2019.

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 plaintiff is a bank carrying on business at Dr. Roys Drive, George Town, Cayman Islands.
2. On or about 24th September 2012 the plaintiff offered to lend to the 1st defendant the sum of CI\$34,630 repayable on terms recorded in writing.
3. The agreement is more particularly evidenced by an offer letter signed by the 1st defendant on 28th September 2012 setting out the full terms of the loan agreement.
4. The following were express terms of the Agreement:
 - 4.1 The plaintiff would lend the 1st defendant the sum of CI\$34,630.
 - 4.2 The 1st defendant would repay the loan over a period of 120 months with final payment due on 30th August 2022.
 - 4.3 Each monthly repayment was to be in the sum of CI\$311.
 - 4.4 interest was payable on the principle of the loan withdrawn and outstanding at the rate of 1.5% per annum
 - 4.5 it was subject to a personal guarantee being given by the 2nd defendant.
5. In consideration of the plaintiff entering into the said agreement, the 2nd defendant by written agreement evidenced by his signature as Guarantor on the offer letter signed 2nd October 2012 irrevocably and unconditionally agreed to guarantee and indemnify to the plaintiff the payment of the Obligations by the 1st defendant up to the sum of CI\$38,866.
6. Pursuant to the agreement, the plaintiff duly lent the 1st defendant the sum of \$34,630 on 10th October 2012.
7. In breach of the agreement the 1st Defendant failed to make repayments on the said loan in accordance with the repayment plan and and by letter dated 1 March 2018 the plaintiff demanded payment of the loan in full from the defendants as a result of the breach of the loan terms.
8. In the premises, the Defendants are joint and severally indebted to the Plaintiff in the principal sum of \$33,192.06 as of 29th January 2019.

STATEMENT REGARDING INTEREST

1. The plaintiff claims interest from the 10th October 2012 at the contractual rate of 1.5% per annum.
2. As of the 29th January 2019 the defendants owe the sum of \$1,192.99 in overdue and unpaid interest.

3. The daily interest charged is \$1.36 per day.

AND THE PLAINTIFF CLAIMS:

- (i) The principal sum of CI\$33,192.06 as monies due and owing.
- (ii) Interest to the date of issue of the Writ of \$1,192.99.
- (iii) Pre and post judgment Interest on the said sum in accordance with the Judicature Law (2016 Revision) and the Judgment Debt (Rates of Interest) Rules as amended from time to time.
- (iv) Costs or alternatively fixed costs in the sum of CI\$500.00 plus filing fees and bailiff's fee for service



KSG Attorneys at Law

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 CI\$33,192.06 and all filing fees and all interest claimed all further proceedings will be stayed.

**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

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.

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.

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

KSG Attorneys at Law
4th Floor Harbour Centre
George Town
P.O. Box 2255
KY1-1107
Grand Cayman

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

[Empty box for defendant's Attorney endorsement]