

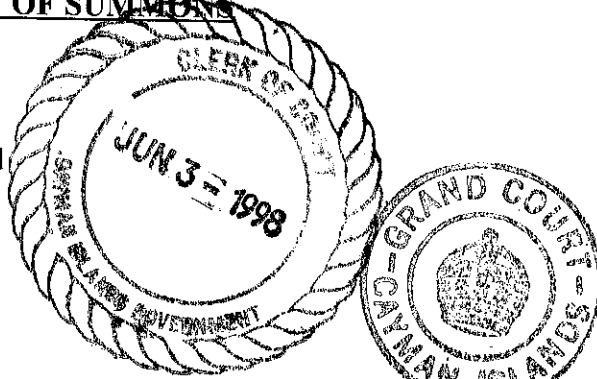
IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 349 OF 1998

BETWEEN: THE BANK OF NOVA SCOTIA PLAINTIFF  
AND: EARL C. LINDO DEFENDANT

WRIT OF SUMMONS

TO: Mr Earl C. Lindo  
c/o Aviation Communications Ltd  
Civil Aviation Building  
Airport Road  
Grand Cayman



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 *3<sup>rd</sup>* day of June 1998.

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. Pursuant to a Promissory Note dated 20th January 1997 the Defendant agreed to repay to the Plaintiff the sum of CI\$5,600.00 together with interest thereon at the rate of 17% per annum by monthly instalments.
2. The following was an express term of the Promissory Note:-  
  
"If upon default in payment when due of any instalment or part thereof, the whole balance of the note shall fall due and be payable with interest at the rate of 17% per annum from the date of default until payment"
3. The Defendant failed to maintain payment of the said monthly instalments and the Plaintiff by a letter dated 3<sup>rd</sup> March 1998 made demand upon the Defendant for the full amount due and owing under the Promissory Note.
4. Despite the demand as aforesaid the Defendant has failed to make payment of the amounts due under the Promissory Note which amount is currently CI\$2,940.49.

**AND THE PLAINTIFF CLAIMS:-**

1. The said sum of CI\$2,940.49.
2. Interest pursuant to contract at the rate of 17% per annum at a daily rate of CI\$1.20 per day.
3. Costs.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of CI\$2,940.49 and CI\$600.00 in respect of the costs and fees further proceedings will be stayed. The money must be paid to the Plaintiffs or his Attorney.

  
**BRUCE CAMPBELL & CO.**  
Attorneys-at-Law  
for the Plaintiff

THIS WRIT OF SUMMONS is filed by Bruce Campbell & Co, Attorneys-at-Law for the Plaintiff herein whose address for service is 4th Floor, Bank of Nova Scotia Building, George Town, Grand Cayman.