

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

**CAUSE NO. 488 OF 1998**

**BETWEEN:**

**THE CAYMAN ISLANDS CIVIL SERVICE ASSOCIATION  
CO-OPERATIVE CREDIT UNION LIMITED**

**PLAINTIFF**

**- and -**

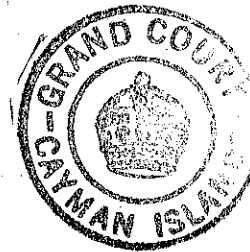
**DIANE MALDONADO**

**DEFENDANT**

**WRIT OF SUMMONS**

**TO:**

**DIANE MALDONADO  
of P.O. Box 1736  
George Town  
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 Statement of Claim annexed.

Within 14 days after 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 12<sup>th</sup> day of *August* 1998

**NOTE** - This Writ may not be served later than 4 calendar 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.

FILED BY Messrs. Ritch & Conolly, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service is that of its said Attorneys-at-Law, P.O. Box 1994, 3rd Floor Royal Bank Building, George Town, Grand Cayman, B.W.I.

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**PLAINTIFF**

**- and -**

**DIANE MALDONADO**

**DEFENDANT**

**STATEMENT OF CLAIM**

1. By an Agreement in writing made the 29th January 1997 between the Plaintiff and the Defendant, it was agreed that:-
  - (1) the Plaintiff would advance to the Defendant a loan in the sum of CI\$52,033.34;
  - (2) The Defendant would repay the loan by 96 monthly instalments of CI\$847.35;
  - (3) Interest would be charged at one per cent per month on the unpaid balances due and payable monthly;
  - (4) In the case of default in payment the entire balance of the loan should become immediately due and payable on demand;
  - (5) The Defendant would pay all costs and expenses incurred in the collection of any sum due.
  
2. The Defendant having made default in payment, by a letter of demand dated 15th January 1998 sent by registered mail, the Plaintiff by its Attorneys, Messrs Ritch & Conolly, made demand on the Defendant in the sum of CI\$7,096.52, including accrued interest as at 3rd December 1997.

3. As at the date hereof the Defendant remains indebted to the Plaintiff in the principal sum of CI\$5,118.71 together with interest accruing thereon at the rate of CI\$1.68 per day.
4. The Plaintiff claims further interest on the sum aforesaid from the date hereof until Judgment or sooner payment at the daily rate of CI\$1.68.

**AND THE PLAINTIFF CLAIMS:**

1. The said sum of CI\$5,118.71.
2. Interest as aforesaid.
3. Costs.

**DATED** this 12th day of August 1998

  
**RITCH & CONOLLY**

If within the time for returning the Acknowledgment of Service the Defendant pays the sum claimed of CI\$5,118.71 together with fixed Attorneys fees of CI\$500.00 and Court Filing Fees of CI\$100.00, amounting to CI\$5,118.71, further proceedings will be stayed. The money must be paid to the Plaintiff or its Attorney.

**TO:** The Clerk of the Court  
**AND TO:** The Defendant

THIS WRIT was issued by Messrs Ritch & Conolly, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service is P.O. Box 1994, 3rd Floor Royal Bank of Canada Building, George Town, Grand Cayman, BWI.

