

IN THE GRAND COURT OF THE CAYMAN ISLANDS

Cause No. SC 191 of 2001

BETWEEN:

SCOTIABANK (CAYMAN ISLANDS) LTD.

PLAINTIFF

AND:

VERNA M. PAYNADO
LISA M. BODDEN

FIRST DEFENDANT
SECOND DEFENDANT

WRIT OF SUMMONS

TO: Verna M. Paynado of PO Box 267 GT, Grand Cayman
AND TO: Lisa M. Bodden of PO Box PO Box 267 GT, 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 service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, PO Box 495 G, George Town, Grand Cayman, the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgement within the time stated, or if you return the Acknowledgement without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgement may be entered against you forthwith without further notice.

ISSUED this 30th day of March 2001.

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 Acknowledgement of Service are given with the accompanying form.



STATEMENT OF CLAIM

1. The Plaintiff has at all material times carried on the business of banking within the Cayman Islands including Credit Card Finance and has at all such times been the holder of a category "A" licence under the Banks and Trust Companies Law (1995 Revision).
2. By an agreement in writing, referred to as the Cardholder Agreement ("the Agreement") the Plaintiff agreed to issue the Defendants with a credit-token, namely a credit card, upon the terms and conditions therein set out.
3. The Agreement provided, inter alia, that:
 - 3.1 Possession of the said credit card entitled the Defendants to obtain cash advances and/or to purchase goods or services upon production thereof to any supplier for the time being authorized by the Plaintiff, subject to an overall credit limit established by the Plaintiff from time to time;
 - 3.2 The Plaintiff would render to the Defendants monthly statements of account showing the balance owing on the account, such statements covering a period of between 28 to 33 days;
 - 3.3 The Defendants would have the option of paying such balance to the Plaintiff either (a) in full or, (b) by a part payment equal to the minimum payment as stipulated by the Plaintiff or (c) by any payment greater than (b);
 - 3.4 The Plaintiff would charge interest at the rate specified in a Disclosure Statement which accompanied the Agreement being 18% per annum of the outstanding balance or, on overlimits, 25% per annum of the said sum from the payment due date.
 - 3.5 The Defendants would pay to the Plaintiff all legal fees and expenses (on an Attorney-At-Law/Solicitor and client basis) incurred by the Plaintiff in recovering any indebtedness or interest and all expenses incurred by the Plaintiff in taking possession of the credit card;
4. Pursuant to the Agreement the Plaintiff rendered monthly statements to the Defendants showing the balance then due on the account, expressed in US dollars.
5. Despite the receipt of such monthly statements the Defendants have failed and/or neglected to pay the sums due in accordance with the payment provisions set out in paragraph 3.3 above. Alternatively, the Defendants have failed to pay any indebtedness exceeding the credit limit.
6. Accordingly by letters sent to the Defendants on various dates, the last of which being 27th November 2000, the Plaintiff advised the Defendants of the default stating the amount of the said balance and requiring the Defendants to


pay the same or make arrangements do so within 14 days of service of such letter. The said letter also requested the Defendants to deliver-up the credit card to the Plaintiff.

7. By the date of issue hereof the Defendants have failed to pay the said balance, or make arrangements to do so and has failed to deliver-up the credit card. The Plaintiff has therefore terminated the said agreement and the full sum currently outstanding on the account of US\$2,747.09 (inclusive of interest to the date of issue hereof) is due and owing.
8. Further, the Plaintiff is entitled to and claims interest on the said outstanding sum of US\$2,747.09 at the rate of 25% per annum from the date hereof until payment at the current daily rate of US\$1.88 for such period as the Court shall see fit.

AND THE PLAINTIFF CLAIMS:-

1. An Order that the Defendants do deliver-up the credit card to the Plaintiff;
2. Payment of the said sum of US\$2,747.09;
3. Interest in the sum of US\$1.88 per day;
4. Fixed costs of US\$182.93 (CI\$150.00) together with Process Servers costs and issue fee, alternatively costs to be assessed.

Dated the 23rd day of March 2001.


RITCH & CONOLLY
Attorneys-at-Law for the Plaintiff

If within the time for returning the Acknowledgement of Service the Defendants pays the amount claimed of US\$2,747.09 together with fixed attorney's fees of US\$304.88 (CI\$250.00) and filing fees of US\$182.93 (CI\$150.00) and, further, delivers up the said credit card then all further proceedings will be stayed. The money must be paid to the Plaintiff or its attorneys.

TO: The Clerk of the Court
AND TO: The First Defendant, Verna M. Paynado
of PO Box 267 GT, Grand Cayman
AND TO: The Second Defendant, Lisa M. Bodden
of PO Box 267 GT, Grand Cayman

This Writ of Summons was issued by Ritch & Conolly, Attorneys-at-Law, for and on behalf of the Plaintiff herein whose address for service is Fourth Floor, Queensgate House, South Church Street, PO Box 1994 GT, Grand Cayman.

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PLAINTIFF

AND:

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FIRST DEFENDANT

LISA M. BODDEN

SECOND DEFENDANT

ACKNOWLEDGEMENT 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 Judgement 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 judgement entered by the Plaintiff (*tick box*)

Yes

Service of the Writ is acknowledged accordingly

(Signed)

[Attorney] for

[Defendant in person]

Address for service:

Please complete overleaf

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.

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

Messrs. Ritch & Conolly
PO Box 1994 GT
Grand Cayman

Ref: DAM/Scotiabank

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