

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO ²¹⁸ OF 2001

BETWEEN: SCOTIABANK (CAYMAN) LTD PLAINTIFF

AND: ROWAN MULLINGS DEFENDANT

TO THE DEFENDANT:

Rowan Mullings
PO Box 1390 GT
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 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 495 G.T., 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 19th April 2001

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

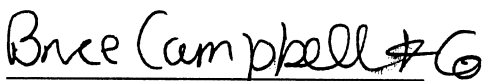
1. Pursuant to a Promissory Note dated 18th May 2000, the Defendant agreed to repay to the Plaintiff the sum of **CI\$26,422.00** being the amount loaned by the Plaintiff plus the cost of borrowing the amount loaned at the rate of **15%** per annum by monthly instalments.
2. The following was an express term of the Promissory Note

“If any instalment is not paid on the date due, the whole balance of the amount loaned then unpaid shall become due and payable, with interest at the rate of **15%** per centum, per annum from the date of default until payment.”
3. The Defendant has failed to abide by the terms of the Promissory Note and last made payment to the Plaintiff on or around **June 2000**.
4. The Plaintiff, through its attorneys wrote to the Defendant requesting payment of the amounts outstanding on the Promissory Note. The Defendant has failed to respond to the demand letter and at today's date the sum of **CI\$28,539.02** remains outstanding. Interest continues to accrue on the amount outstanding at the rate of **CI\$10.66 per diem**.
5. The Plaintiff is therefore entitled to interest pursuant to the interest rate referred to in the Promissory Note or, alternatively, pursuant to Section 34(1) of the Judicature Law (1995 Revision).

THE PLAINTIFF CLAIMS

1. The said sum of **CI\$28,539.02**.
2. Pre and post judgment interest pursuant to the interest rate as referred to in the Promissory Note, or alternatively, interest pursuant to Section 34(1) of the Judicature Law (1995 Revision).
3. Costs.

If within the time for returning the acknowledgment of service the Defendant pays the total amount claimed of **CI\$28,539.02**, interest calculated at the rate of **CI\$10.66 per diem** from today's date until payment, plus the sum of **CI\$835.39** in respect of fixed costs and fees, further proceedings will be stayed. The funds must be paid to the Plaintiff or its attorney.


BRUCE CAMPBELL & CO
Attorneys at Law for the Plaintiff

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.

Bruce Campbell & Co. (Ref: JRM)
P O Box 884 G.T.
George Town
Grand Cayman

Tel: 949 2648
Fax: 949 8613

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

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 495, 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

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 his 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.