

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: ²²¹ OF 2001

B E T W E E N :

SCOTIABANK (CAYMAN ISLANDS) LTD.

Plaintiff

AND

1. SONJA MCLEAN
2. BRENDA MCLEAN

Defendants

WRIT OF SUMMONS

TO: Sonja McLean
P.O. Box 333 GT
Grand Cayman

TO: Brenda McLean
P.O. Box 333 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 the 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 495GT, 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 judgment may be entered against you forthwith without further notice.

Issued this *24* day of *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 Acknowledgement of Service are given with the accompanying form.

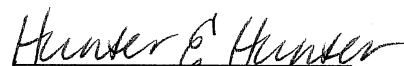
STATEMENT OF CLAIM

1. The Plaintiff is and was at all material times a Category A bank carrying on the business of retail banking in the Cayman Islands. The Defendants are customers of the Plaintiff.
2. On or about the 3rd day of September, 1999, the Defendants entered into an agreement with the Plaintiff to borrow CI\$14,000.00 by way of a loan identified as SPL #144118. By promissory note dated 3rd September, 1999 the Defendants agreed to repay the Plaintiff the principal sum of CI\$14,000.00 and interest in the amount of 15% per annum by way of monthly instalments of CI\$333.06.
3. The Defendants have failed to satisfy the requirement to pay regular monthly instalments as set out above and the loan is significantly in arrears.
4. It was a term of the promissory note that if any instalment was not paid on the date due, the whole balance of the amount loaned then unpaid would become due and payable with interest at the rate of 15% per annum from the date of default until payment.
5. The Defendants have failed to make satisfactory proposals to the Plaintiff in order to settle their debt to the Plaintiff.

AND THE PLAINTIFF CLAIMS

- i. CI\$14,225.79 being monies outstanding to the Plaintiff further to the above referenced promissory note as at 19 March, 2001.
- ii. Interest pursuant to the promissory note at 15% per annum from 19 March, 2001 to date of payment being CI\$5.3717 daily.
- iii. Fixed costs of CI\$500.00 pursuant to GCR O. 62 r. 1(c) plus the fee payable on filing of this writ of CI\$192.26.

If, within the time for returning the acknowledgement of service, the Defendants pay the total amount claimed (including interest and costs) further proceedings will be stayed. The money must be paid to the Plaintiff or its attorney.


Hunter & Hunter
Attorneys for the Plaintiff

This Writ was issued by Hunter & Hunter, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service is 75 Fort Street, P.O. Box 190 George Town, Grand Cayman. (Ref: SA/00187.097)