

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 243 OF 2001

BETWEEN:

SCOTIABANK (CAYMAN ISLANDS) LTD.

Plaintiff

AND

1. ERROL SINCLAIR
2. MARCIA SINCLAIR

Defendants

---

WRIT OF SUMMONS

---

TO: Errol Sinclair  
P.O. Box 31009 SMB  
Grand Cayman

TO: Marcia Sinclair  
P.O. Box 31009 SMB  
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 30<sup>th</sup> 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.

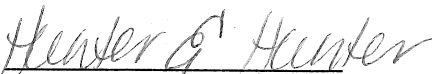
### STATEMENT OF CLAIM

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 10th day of July, 1997, the Defendants entered into an agreement with the Plaintiff to borrow CI\$12,000.00 by way of a loan identified as SPL #99651. By promissory note dated 10th July, 1997 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 instalments as follows: the sum of CI\$415.28 on the 10th day of August, 1997 and monthly payments thereafter of CI\$416.00.
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\$6,876.27 being monies outstanding to the Plaintiff further to the above referenced promissory note as at 21 March, 2001.
- ii. Interest pursuant to the promissory note at 15% per annum from 21 March, 2001 to date of payment being CI\$1.7088 daily.
- iii. Fixed costs of CI\$250.00 pursuant to GCR O. 62 r. 1( c) plus the fee payable on filing of this writ of CI\$150.00.

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