

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 33 OF 2002

BETWEEN

THE AGRICULTURAL AND INDUSTRIAL DEVELOPMENT BOARD

Plaintiff

AND

CHARLES CLEVELAND BUSH

Defendant

WRIT OF SUMMONS

TO: Charles Cleveland Bush
Church Street
West Bay
Grand Cayman

THIS WRIT OF SUMMONS has been issued you by the above-named Plaintiff in respect of the claim set out in the attached Statement of Claim:

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 495GT, Grand Cayman, the accompanying Acknowledgement of Service form stating therein whether you intend to contest the proceedings.


If you fail to satisfy the claim or fail to return the Acknowledgment of Service 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, without any further notice to you.

Issued the 10th day of January, 2002.

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.


Crown Counsel for the Plaintiff

THIS WRIT was issued by the Government Legal Department, Attorneys-a-law for the Plaintiff, whose address for service is 4th Floor, Tower Building, George Town, Grand Cayman, Cayman Islands, P.O. Box 907, George Town.

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Plaintiff

AND

CHARLES CLEVELAND BUSH

Defendant

STATEMENT OF CLAIM

1. The plaintiff is a body corporate having perpetual succession established under section 3 of the Agricultural and Industrial Aid Law 1978 and expressly empowered by the said Law to grant loans in accordance with the said Law.
2. By an agreement in writing dated the 17th day of August, 1999, the plaintiff agreed to lend the sum of CI\$10,000.00 to the defendant to assist the defendant in financing the acquisition of a 1990 Chevrolet C-70 dump truck and providing initial working capital.
3. Under the said loan agreement, the said loan was to be secured by a lien in the plaintiff's favour on a certificate of deposit account in the sum of CI\$3,500.00 in the defendant's name at the Bank of Butterfield, the assignment of the defendant's life insurance policy to the plaintiff equivalent to sum loaned and a bill of sale in the plaintiff's favour on the said 1990 Chevrolet C-70 dump truck.
4. Under the said loan agreement, the defendant agreed to repay the loan to the plaintiff with interest at the rate of 12 per cent per annum by equal monthly


instalments of CI\$332.13 over a period of thirty (36) months commencing two (2) months after the first disbursement.

5. To date the defendant has made two payments towards the discharge of the said loan. On the 30th day of December, 1999, the defendant paid to the plaintiff the sum of CI\$500.00. On the 22nd day of September, 2000, the defendant paid the plaintiff a further sum of CI\$3000.00.
6. During the period December, 1999, to September, 2001, the plaintiff made numerous requests to the defendant to pay off the arrears on his loan and to make payments towards the servicing of the loan.
7. The defendant has defaulted and continues to default in the repayment of the balance of the said loan and to date owes an outstanding balance of CI\$7,918.00 with arrears in the sum of CI\$4,743.64, giving rise to a total sum of CI\$12,661.64.

And the plaintiff claims:

1. Payment of the said sum of \$12,661.64.
2. Interest on the said sum at the rate of 14% per annum.
3. Such further and/or other relief as the Court deem just.
4. Costs.

Dated this 10th day of January, 2002.



Jacqueline Wilson
Crown Counsel
For the Plaintiff

To: The Clerk of the Courts

And to: Charles Cleveland Bush
30 Cho Cho Close
Off Church Street (adjacent to John Silver's Inn)
West Bay
Grand Cayman