

**B E T W E E N :**

**SCOTIABANK (CAYMAN ISLANDS) LTD.**

Plaintiff

**AND**

**AUSTIN DIXON**

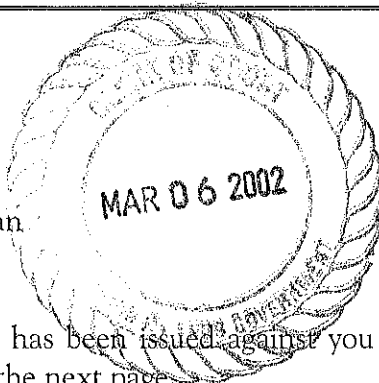
Defendant

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**WRIT OF SUMMONS**

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TO: Austin Dixon  
In Care of  
Morritts Tortuga  
East End, 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: March 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.

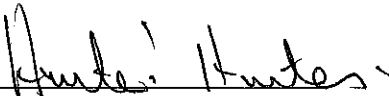
## STATEMENT OF CLAIM

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.
2. The Defendant is an individual residing in the Cayman Islands. At all material times the Defendant was a customer of the Plaintiff.
3. On or about 1 March 1999 the Defendant (hereinafter "the debtor") executed a promissory note, for value received, in favour of the Plaintiff in connection with the loan to the Debtor of the sum of CI\$14,750.00. The Promissory Note terms included:
  - a. The total amount loaned to the Debtor was CI\$14,750.00
  - b. Interest would be calculated daily at the rate of 17% per annum;
  - c. Payments on the loan would commence of 1 April 1999 with the first payment being CI\$468.38 and thereafter would be payable on a monthly basis commencing 1 May 1999 in the sum of CI\$468.38.
  - d. A default in payment of any one or more of the instalments due as set out above, the entire outstanding loaned sum would become due and owing;
  - e. The debtor agreed to pay all costs and expenses incurred by the plaintiff including all legal fees and the cost of enforcing and recovering the debt;
4. The Debtor has failed to satisfy the requirement to pay regular monthly instalments as set out above and the loan is significantly in arrears. On the basis that the Debtor has defaulted on the payment terms as set out in the note, the entire sum loaned, interest, legal fees and expenses of recovery are now due by the Defendant.
5. The total sum due for principal and interest as of the date of the claim is CI\$17002.01
6. In addition to the above, the Plaintiff is entitled to its reasonable legal fees incurred to enforce the debt against the Debtor. As of the date of the commencement of this proceeding the Plaintiff has incurred the sum of CI\$1000.00 in legal fees for which the Debtor is liable.
7. The Plaintiff has demanded payment on the indebtedness and the Defendant and the other debtor has not responded to such demand.
8. The Defendant has failed to make satisfactory proposals to the Plaintiff in order to settle this debt to the Plaintiff.
9. As a result of the above, the Plaintiff is entitled to the relief claimed in this proceeding.

## AND THE PLAINTIFF CLAIMS

- i. CI\$17002.01 being monies outstanding to the Plaintiff further to the above referenced promissory note as at 5 March 2002;
- ii. CI\$1000.00 for legal fees on a contractual basis as pleaded at paragraph 3 e, above;
- iii. Pre and post judgment interest of 17% per year pursuant to the promissory note as pleaded at paragraph 3 b above;
- iv. Alternatively, pre and post judgment interest pursuant to the Judicature Law, as amended and rules and regulations made pursuant to that Law.
- v. Costs assessed on an indemnity or standard basis in accordance with the Court Costs Rules 2001.
- vi. Such further and other relief as the Court may deem just.

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 their 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: WAS/00187.120)

## INDORSEMENT

The principal amount claimed in respect of the debt is C\$17002.01 as principal and until the issue of the writ of summons for a total amount of C\$17,002.01. The amount of the costs claimed to the issuance of the writ of Summons is C\$1000.00 and the costs of issuing the writ of summons is C\$185.01 (C\$150.00 + ad valorem calculation of C\$35.01). If, within the time for returning the acknowledgement of service, the defendant pays the plaintiff or its attorneys-at-law the total amount claimed in principal and interest, the fixed costs and the costs of issuing the writ of summons, further proceedings will be stayed. The money must be paid to the plaintiff or to its attorneys-at-law.

### **INDORSEMENT REGARDING INTEREST**

(Order 6 (2)(e) of the Grand Court Rules)

- i. The contractual term upon which interest is claimed is as set out in paragraph 3 b, above;
- ii. The prescribed rate of interest during the entire relevant period from 1 March 1999 to the date of issuance of the proceeding is 17% per annum.
- iii. The total interest claimed as at the date of the issue of the writ of summons is C\$0.00.
- iv. The amount of interest accruing each day following the issue of the writ is C\$5.9279.

THIS WRIT OF SUMMONS was issued by Hunter & Hunter, the attorneys-at-law for the Plaintiff, whose address for service is P.O. Box 190GT, George Town, Grand Cayman, Cayman Islands, British West Indies. (WAS/00187.120)

No.8

**Acknowledgment of service of writ of summons (O.12, r.3)**

**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 each Defendant or by each Defendant if acting in person.

After completion it must be delivered or sent by post to the Law Courts, P.O. Box 495G, 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 instalments or otherwise.

*See over for notes for guidance*

*Please complete overleaf*

Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgement 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 its 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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO:                      OF 2002

B E T W E E N :

SCOTIABANK (CAYMAN ISLANDS) LTD.

Plaintiff

AND

AUSTIN DIXON

Defendants

ACKNOWLEDGMENT 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 judgment 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.

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2. State whether the Defendant intends to contest the proceedings (*tick appropriate box*)  
 yes                       no

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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 judgment 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 communication 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.

Hunter & Hunter  
Attorneys-at-Law  
75 Fort Street  
P.O. Box 190  
George Town  
Grand Cayman  
  
Ref: WAS/00187.120

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

