

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 556 OF 2002

BETWEEN

THE CAYMAN ISLANDS DEVELOPMENT BANK

Plaintiff

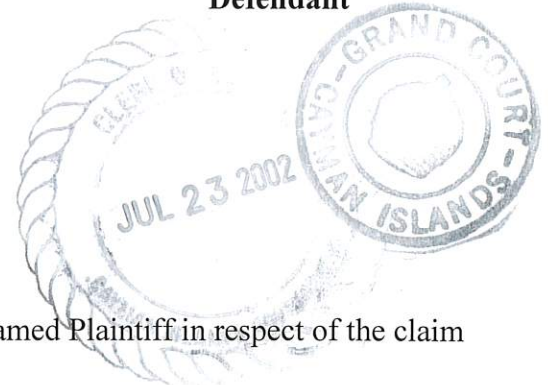
AND

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.

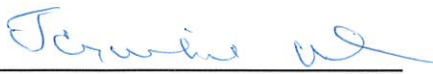
If you fail to satisfy the claim or fail to return the Acknowledgment of Service within the time stated, or if you return the Acknowledgement without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you, without any further notice to you.

Issued the 23rd day of July, 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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. OF 2002

BETWEEN

THE CAYMAN ISLANDS DEVELOPMENT BANK

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 Cayman Islands Development Bank Law 2001 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 23rd day of July, 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

BETWEEN: CAYMAN ISLANDS DEVELOPMENT BANK

PLAINTIFF

AND: CHARLES CLEVELAND BUSH

DEFENDANT

ACKNOWLEDGMENT OF SERVICE 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 is required is omitted or given wrongly, THIS FORM MAY HAVE TO BE RETURNED.

1. State the full name of the Defendant by whom or on whose behalf the service of the Originating Summons is being acknowledged.

2. State whether the Defendant intends to contest the proceedings (tick appropriate box)

[] Yes

[] No

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:
.....
.....

Notes on address for service: -

Attorney: where the Defendant is represented by an attorney, state 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 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: -

The Government Legal Department, P.O. Pox 907 George Town, 4th Floor, Tower Building, Grand Cayman, Cayman Islands

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

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 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 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 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 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.