

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 418 OF 2006

BETWEEN:

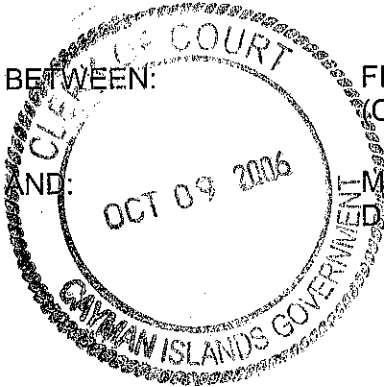
FIRSTCARIBBEAN INTERNATIONAL BANK
(CAYMAN) LIMITED

PLAINTIFF

AND:

MARVA LAURA LEE SCOTT (FORMERLY
DUNBAR)

DEFENDANT



WRIT OF SUMMONS

TO: Marva Laura Lee Scott (formerly Dunbar)
PO Box 2740 GT
Grand Cayman, KY1-1111
Cayman Islands



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, George Town, Grand Cayman, the accompanying Acknowledgment of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgment within the time stated, or if you return the Acknowledgment 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 9th day of October 2006

NOTE – This Writ may not be served later than 4 months beginning with the date of issue unless renewed by order of the Court.

IMPORTANT

Directions for Acknowledgment of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. The Plaintiff, First Caribbean International Bank (Cayman) Limited, is a bank carrying on business at FirstCaribbean House, 25 Main Street, P.O. Box 1321GT, George Town, Grand Cayman, Cayman Islands.
2. The Defendant is and was at all material times a customer of the Plaintiff.

First Loan

3. In or around 15 January 2001 the Plaintiff loaned the Defendant the sum of CI\$25,452.00 in order to purchase a motor vehicle (the "First Loan").
4. As security for the vehicle loan, on or about 25 January 2001, the Plaintiff and the Defendant executed a Bill of Sale in favour of the Plaintiff over a Chrysler Grand Cherokee motor vehicle, with licence number 83067, manufacturers serial number 1J4G24852C375589, owned by the Defendant ("the Vehicle").
5. The Loan was repayable over 6 years at the rate of CI\$555.00 per month. Pursuant to the Loan, interest is payable on the principal sum at the rate of 16.21% per annum or CI\$3.17 per diem.
6. The Defendant failed to repay the Loan in accordance with the terms agreed.
7. In October 2002 the Plaintiff repossessed and sold the Vehicle for CI\$16,000.00. This sum was credited to the Loan, leaving a balance of CI\$4,000.00 outstanding at that time.
8. By a letter dated 17 August 2006, the Plaintiff's attorneys made a written demand for repayment of the Loan but the Defendant has failed to repay the whole or any part of the amount outstanding.

Second Loan

9. In or around 3 June 2004 the Plaintiff loaned the Defendant the sum of CI\$27,720.00 in order to purchase a motor vehicle (the "Second Loan").

10. As security for the vehicle loan, on or about 4 June 2004, the Plaintiff and the Defendant executed a Bill of Sale in favour of the Plaintiff over a 2004 Dodge Durango motor vehicle, with license number 100016, manufacturer's serial number 1D4HD48N74F175057, owned by the Defendant ("the Vehicle").
11. The Loan was repayable over 5 years at the rate of CI\$588.97 per month. Pursuant to the Loan, interest is payable on the principal sum at the rate of 10% per annum or CI\$7.29 per diem.
12. The Defendant failed to repay the Loan in accordance with the terms agreed.
13. As a result of Hurricane Ivan, in September 2004, the vehicle was severely damaged and subsequently, we understand it was sold for a minimal amount of approximately \$500.00 by the Defendant. This sum was not credited to the Second Loan.
14. By a letter dated 17 August 2006, the Plaintiff's attorneys made a written demand for repayment of the Loan but the Defendant has failed to repay the whole or any part of the amount outstanding.

Amounts Outstanding

15. As at 14 September 2006, the Defendant was indebted to the Plaintiff in respect of the First Loan in the sum of CI\$10,554.05 with interest accruing at the rate of 16.21% per annum or \$3.17 per diem.
16. As at 14 September 2006, the Defendant was indebted to the Plaintiff in respect of the Second Loan in the sum of CI\$32,065.52 with interest accruing at the rate of 10% per annum or \$7.29 per diem.

AND THE PLAINTIFF CLAIMS:

- (a) Payment of the said sum of CI\$10,544.05 outstanding on the First Loan;
- (b) Interest pursuant to the First Loan from 15 September 2006 accruing at the rate of 16.21% per annum or \$3.17 per diem until payment or judgment, or alternatively judicial interest;
- (c) Payment of the said sum of CI\$32,065.52 outstanding on the Second Loan;

- (d) Interest pursuant to the Second Loan from 15 September 2006 accruing at the rate of 10% per annum or \$7.29 per diem until payment or judgment, or alternatively judicial interest;
- (e) Ad valorem fees of CI\$526.10;
- (f) Costs;
- (g) Further and other relief.

DATED this 6 day of October 2006



WALKERS
Attorneys at Law for the Plaintiff

This Writ is issued by Walkers, Attorneys at Law, Walker House, 87 Mary Street, George Town, Grand Cayman, KY1-9001, for the Plaintiff whose address for service is care of its said Attorneys at Law.

BETWEEN: FIRSTCARIBBEAN INTERNATIONAL BANK
(CAYMAN) LIMITED PLAINTIFF

AND: MARVA LAURA LEE SCOTT (FORMERLY
DUNBAR) DEFENDANT

**ACKNOWLEDGEMENT 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 Delay may result in judgment being entered
directions and notes for guidance carefully against a Defendant whereby he may have to
before completing this form. If any information pay the costs of applying to set it aside.
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 Writ 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

no

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 communications 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.

Walkers
Attorneys at Law
PO Box 265GT
Walker House, Mary Street
George Town KY1-9001, Grand Cayman

DMM/F1757-59785

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

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 Courts Office, PO Box 495GT, 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 Court's 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 Court's office.