

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. ⁶¹⁶ OF 2007

BETWEEN:

CAYMAN ISLANDS DEVELOPMENT BANK

PLAINTIFF

AND

PHILIPPA TANYA McFARLANE
SHIRLEY LEE CLARKE

DEFENDANTS

WRIT OF SUMMONS

TO: Philippa Tanya McFarlane of PO Box 816, Grand Cayman KY1-1103.
AND TO: Shirley Lee Clarke of PO Box 816, Grand Cayman KY1-1103.

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 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 495, George Town, Grand Cayman KY1-1106, 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 judgement may be entered against you forthwith without further notice.

ISSUED this day of December 2007.

NOTE – This Writ may not be served later than 4 calendar 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 a Bank carrying on business at Dr. Roy's Drive, PO Box 2576, Grand Cayman KY1-1103 and the First Defendant is, and at all material times has been, a customer of the Plaintiff. The Second Defendant is, and at all material times has been, the surety of the First Defendant.
2. The Plaintiff is a body corporate having perpetual succession established under the Cayman Islands Development Bank Law (2001) and expressly empowered by the said Law to grant loans in accordance with the said Law.
3. By a Memorandum of Agreement ("the Loan Agreement") for a loan made on 18th August 1993 and entered into by the First Defendant as the Borrower and the Second Defendant as the surety, the Plaintiff loaned to the First Defendant the sum of CI\$26,295.44.
4. The purpose of the loan was for expenses incurred by the First Defendant in pursuing her education.
5. The Loan Agreement was subsequently varied by the Plaintiff with the agreement of the Defendants on 15th July 2002 so that section 4(2)(b) was amended to "the Borrower will repay the principal amount from time to time outstanding by monthly installments of Four Hundred and Fifty Five 22/100 Cayman Islands Dollars (CI\$455.22) each over the period of Ninety-Six months commencing on the 31st day of October, 2002".
6. Pursuant to the Loan Agreement the First and Second Defendants agreed to repay the loan to the Plaintiff in accordance with all the terms and conditions of the Loan Agreement. It was a term of the Loan Agreement that the Second Defendant be liable to indemnify the Plaintiff as principal.
7. The Loan Agreement provided that if default was made in the payment of any installments of the Loan and such default continued for a period of thirty days, any sum of the principal already received and outstanding and that interest accrued thereon shall become immediately payable and the entire amounts so outstanding shall become due and immediately repayable.
8. In or about October 2005 the First Defendant defaulted in the payment of the installments.
9. The last payment received by the Plaintiff was on 12th January 2007 in the sum of CI\$72.28.
10. Despite the numerous demands made to the Defendants both by the Plaintiff, and on the 7th September 2007 by the Plaintiff's attorneys, the sum outstanding has not been repaid.

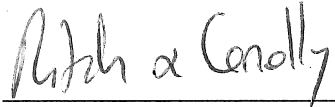
11. The Defendants are indebted to the Plaintiff in respect of the Loan Agreement in the total sum of CI\$37,547.73, made up of CI\$26,295.44 by way of principal and CI\$11,252.29 by way of interest.
12. Interest on the above sum continues to accrue pursuant to the Loan Agreement at a rate of 9.0% per annum, a daily sum of CI\$6.48.

AND THE PLAINTIFF CLAIMS:-

1. Payment of the sum of CI\$26,295.44 together with interest on this sum as set out at paragraph 12 above in the sum of CI\$11,252.29 and continuing from the date hereof at the daily rate of CI\$6.48.
2. Fixed costs of CI\$500.00 together with the prescribed court fees of CI\$362.96, alternatively costs to be assessed.
3. Further or other relief.

If, within the time limited for acknowledging service of these proceedings, the Defendants pay to the Plaintiff's attorneys the total amount claimed (including interest and costs) further proceedings will be stayed.

Dated the 13th day of December 2007



RITCH & CONOLLY

Attorneys at Law for the Plaintiff

TO: The Clerk of the Court
AND TO: The First Defendant of PO Box 816, Grand Cayman KY1-1103
AND TO: The Second Defendant of PO Box 816, Grand Cayman KY1-1103

IN THE GRAND COURT OF THE CAYMAN ISLANDS

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CAUSE NO. OF 2007

BETWEEN:

CAYMAN ISLANDS DEVELOPMENT BANK

PLAINTIFF

AND

PHILIPPA TANYA McFARLANE
SHIRLEY LEE CLARKE

DEFENDANTS

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 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 Judgement 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.

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 judgement 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

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.

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

Messrs Ritch & Conolly
PO Box 1994
Grand Cayman KY1-1104

Ref: MB CIDB/#10625

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

[Empty box for defendant's attorney endorsement]

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 495 GT, 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 endorsed 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.