

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE No.: G 46 of 2011

BETWEEN:

FIDELITY BANK (CAYMAN) LIMITED

PLAINTIFF

AND:

RENY IMMER CARTER MCLAUGHLIN

DEFENDANT



WRIT OF SUMMONS



TO: **Reny Immer Carter McLaughlin**
125-3 Racket Blvd., P.O. Box 2798, Savannah, Grand Cayman, Cayman
Islands, KY1-1112.

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, P.O. Box 495, George Town, Grand Cayman, KY1-1106, 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: 10 February 2011.

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 Acknowledgment of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. On 21 August 2009, the Defendant entered into a Promissory Note with the plaintiff for the sum of CI\$59,200.00 (the "Note"). In addition to the principal, the Note provided:
 - 1.1 Interest was payable on the principal at the rate of Prime +2% per annum which equates to 5.25%;
 - 1.2 That the Defendant would repay the principal and interest to the Plaintiff by way of installments of CI\$399.00 commencing on 25 September 2009;
 - 1.3 Then by way of installments of CI\$399.00 on each and every twenty-fifth (25) day of each succeeding month until repaid; and
 - 1.4 The above was and is subject to the condition that if default should be made in the payment of any of the installments the whole of the sum of CI\$59,200.00 together with interest remaining unpaid at the time of default should become immediately payable.

2. Payments made and the interest that has accrued is as follows:

Sub-para	Due date of Installment	Balance on Principal – CI\$	Interest Amount – CI\$	Cumulative Interest – CI\$	Amount Paid	Amount outstanding – CI\$
2.1	25 September 2009	59,200.00	259.00	259.00	NIL	59,459.00
2.2	25 October 2009	59,200.00	259.00	518.00	NIL	59,718.00
2.3	25 November 2009	59,200.00	259.00	777.00	NIL	59,977.00
2.4	25 December 2009	59,200.00	259.00	1,036.00	NIL	60,236.00
2.5	25 January 2010	59,200.00	259.00	1,295.00	NIL	60,495.00
2.6	25 February 2010	59,200.00	259.00	1,554.00	NIL	60,754.00
2.7	25 March 2010	59,200.00	259.00	1,813.00	NIL	61,013.00
2.8	25 April 2010	59,200.00	259.00	2,072.00	NIL	61,272.00
2.9	25 May 2010	59,200.00	259.00	2,331.00	NIL	61,531.00
2.10	25 June 2010	59,200.00	259.00	2,590.00	NIL	61,790.00

2.11	25 July 2010	59,200.00	259.00	2,331.00	NIL	61,531.00
2.12	25 August 2010	59,200.00	259.00	2,590.00	NIL	61,790.00
2.13	25 September 2010	59,200.00	259.00	2,849.00	NIL	62,049.00
2.14	25 October 2010	59,200.00	259.00	3,108.00	NIL	62,308.00
2.15	25 November 2010	59,200.00	259.00	3,367.00	NIL	62,567.00
2.16	25 December 2010	59,200.00	259.00	3,626.00	NIL	62,826.00
2.17	25 January 2011	59,200.00	259.00	3,885.00	NIL	63,603.00

3. The Defendant has not made any repayments pursuant to the Note, despite promising to do so. The amount due pursuant to the Note as at the date of this Statement of Claim, and the Plaintiff claims, **CI\$63,603.00**.
4. Despite demands from the Plaintiff to the Defendant to repay the principal and interest pursuant to the Note, the Defendant has refused and or neglected to do so.
5. The Plaintiff claims interest pursuant to the Note on the sum of CI\$59,200.00 at the rate of 5.25% per annum, which amounts to CI\$259.00 per month or CI\$8.63 per day from 25 September 2009 until the date of the judgment sum and thereafter at the same rate until the date of payment.

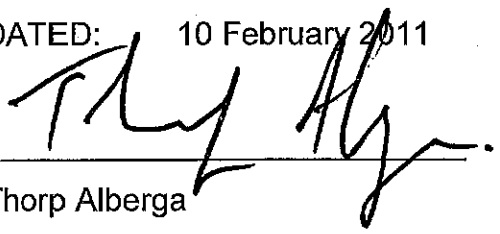
6. Further and in the alternative, to the interest claimed in paragraph 5 above, the Plaintiff claims interest at the statutory rate of 5% pursuant to the Schedule to the *Judgment Debts (Rates of Interest) Rules* 2008 and section 34 of the *Judicature Law* (2007 Revision) and the *Grand Court Rules* (1995 Revision). Interest is claimed as follows:

- 6.1 Damages Claimed: CI\$59,200.00
- 6.2 Statutory Interest rate: 5%
- 6.3 5% of CI\$59,200.00: CI\$2,960.00
- 6.4 CI\$2,960.00 ÷ 365: CI\$8.11 per day
- 6.5 Days outstanding up to
10 February 2011: 503
- 6.6 402 x CI\$8.11: CI\$4,097.33
- 6.7 Interest claimed: **CI\$4,097.33**
- 6.8 and continuing at CI\$8.11 per day until paid.

AND THE PLAINTIFF claims:

- 1. the sum of **CI\$63,603.00**.
- 2. Interest pursuant to the Note. Or alternatively, interest at the statutory rate.
- 3. Costs.
- 4. Such further and/or other relief as may be just.

DATED: 10 February 2011



Thorp Alberga
Attorneys-at-Law for the Plaintiff

If, within the limited for returning the Acknowledgment of Service the Defendant pays the amount claimed to the Plaintiff or its Attorneys further proceedings will be stayed.

TO: THE CLERK OF THE COURT

AND TO: RENY IMMER CARTER MCLAUGHLIN
125-3 Racket Blvd., P.O. Box 2798, Savannah, Grand Cayman,
Cayman Islands, KY1-1112.

This **WRIT OF SUMMONS** and **STATEMENT OF CLAIM** was issued by Thorp Alberga, Attorneys-at-Law for and on behalf of the Plaintiff whose address for service is Harbour Place, P.O. Box 472, Grand Cayman KY1-1106 (Ref: CMD/F0375-005).

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CAUSE No.: G of 2011

BETWEEN:

FIDELITY BANK (CAYMAN) LIMITED

PLAINTIFF

AND:

RENY IMMER CARTER MCLAUGHLIN

DEFENDANT

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.

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

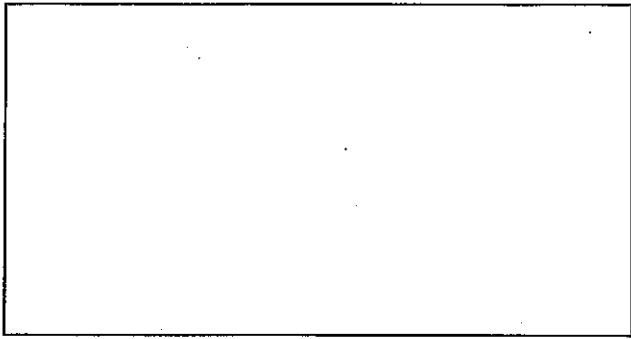
Attorney: Where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

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.

Thorp Alberga
Attorneys-at-Law
P.O. Box 472
Grand Cayman, KY1-1106
Cayman Islands
Attorney: Christopher McDuff
Phone: (345) 949-0699
Facsimile: (345) 949-8171
Email: cmcduff@thorpalberga.com
Ref: CMD/F0375-005.

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 Law Courts, P.O. Box 495, Grand Cayman, KY1-1106.

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 installments or otherwise.

See over for notes for guidance

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.