

**IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION**



CAUSE NO: OF 2011

BETWEEN

ROYAL BANK OF CANADA

PLAINTIFF

AND

DUANE THOMPSON

DEFENDANT

WRIT OF SUMMONS

TO: Duane Thompson
5 Spinnaker Road
Grand Cayman
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, P.O. Box 495G, 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 day of April 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. The Plaintiff is and was at all material times:
 - 1.1. a company incorporated under the laws of the Cayman Islands, with its registered office at PO Box 245, Grand Cayman, KY1-1104;
 - 1.2. licensed by the Cayman Islands Monetary Authority to carry on banking business as a category "A" bank pursuant to the Bank and Trust Companies Law (as amended).
2. The Defendant is a resident of the Cayman Islands.
3. On or about 24 January 2006, the Defendant, by completing, signing and delivering to the Plaintiff a document entitled "Personal Loan Application or Statement of Affairs", applied to the Plaintiff for a loan (the "Loan Application").
4. On or about 1 February 2006, the Defendant made and delivered to the Plaintiff a promissory note (the "Promissory Note") by which the Defendant agreed:
 - 4.1. to pay on demand after date for value received the sum of CI\$59,500.00 (the "Principal"), with interest thereon calculated and payable monthly at a rate equal to the Plaintiff's personal loan base rate per annum in effect from time to time, with interest on overdue interest payable at the same rate as on the Principal ("Interest");
 - 4.2. to waive presentment for payment of the Promissory Note;
 - 4.3. that any costs, charges and expenses incurred by the Plaintiff with respect to the enforcement or protection of any rights hereunder may be claimed in a statement of claim in the event that an action is commenced in a court of law for the recovery of the moneys due hereunder even though a demand has not been made for the payment of same.

5. On or about 1 February 2006, the Plaintiff advanced the Principal to the Defendant by way of a loan evidenced in writing by the Loan Application and the Promissory Note (the "Loan").
6. It was a term of the Loan that the Defendant would make monthly blended re-payments in the sum of CI\$819.62, comprising Principal and Interest calculated and payable monthly in arrears, commencing on 2 March 2006.
7. In breach of the Loan, as at 18 February 2011 the Defendant was 931 days in arrears of Loan re-payments in the total sum of CI\$25,223.62, which sum included accrued Interest of CI\$8,547.98 and late fees of CI\$125 00.
8. By letter from Solomon Harris, attorneys-at-law for the Plaintiff, to the Defendant dated 21 February 2011, the Plaintiff demanded the Defendant re-pay the total sum outstanding under the Loan, alternatively the Promissory Note, as at 18 February 2011, being CI\$66,677.51, within 14 days.
9. As at 4 April 2011:
 - 9.1. The Defendant has failed to repay the total sum outstanding to, or any sum due to, the Plaintiff;
 - 9.2. The current agreed rate of Interest is ten per cent per annum;
 - 9.3. The amount of Interest accruing due each day is CI\$15.92;
 - 9.4. The total amount of Interest claimed is CI\$9,264.65;
 - 9.5. The total sum outstanding (including Interest and late fees) from the Defendant to the Plaintiff pursuant to the Loan, alternatively the Promissory Note, is CI\$67,519.18.

AND THE PLAINTIFF claims:

1. CI\$67,519.18;

2. Interest at the contractual rate, under paragraph 4.1 above;
3. Costs;
4. Such further or other relief, including all further necessary or appropriate accounts, inquiries and directions, as this Honourable Court deems fit.

Solomon Harris

**SOLOMON HARRIS
ATTORNEYS-AT-LAW FOR THE
PLAINTIFF**

THIS WRIT OF SUMMONS was **ISSUED** by **SOLOMON HARRIS** of 3rd Floor, FirstCaribbean House, P.O. Box 1990, Grand Cayman, KY1-1104, Cayman Islands, Attorneys-at-law for and on behalf of the Plaintiff whose address for service is that of its said Attorneys-at-law.

**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.

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**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 judgment being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.

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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
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Service of the Writ is acknowledged accordingly

(Signed).....
Attorney for Defendant

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.

Solomon Harris
Attorneys-at-law
3rd Floor, FirstCaribbean House
P.O. Box 1990, KY1-1104
Cayman Islands
Tel: 345-949-0488
Fax: 345-949-0364
Email: cpowles@solomonharris.com

Indorsement 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 indorsement]