

IN THE GRAND COURT OF THE CAYMAN ISLANDS



CAUSE NO: 201 OF 2012

BETWEEN: FIRSTCARIBBEAN INTERNATIONAL BANK (CAYMAN) LIMITED PLAINTIFF

AND: EVERTON DUNCAN TERRY ANN DUNCAN DEFENDANTS

WRIT OF SUMMONS

TO: Everton & Terry Ann Duncan
PO Box 442
George Town
Grand Cayman KY1-1106
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 19th day of April 2012

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 is a bank carrying on business at FirstCaribbean House, 25 Main Street, P.O. Box 68, George Town, Grand Cayman KY1-1102, Cayman Islands.
2. The Defendants are and were at all material times customers of the Plaintiff.

VEHICLE LOAN ACCOUNT #10288414

3. In or around 13 December 2007 the Plaintiff loaned the Defendants the sum of CI\$50,000.00 to purchase a vehicle costing CI\$53,800.00. The loan repayments were arranged over 84 months at CI\$843.03 per month with interest accruing at the rate of 10.50% interest rate fixed per annum
4. The Loan was granted to assist the Defendants with the purchase of 2008 Discovery 3 HSE vehicle.
5. As security Registered Bill of Sales were stamped to cover CI\$38,000 and CI\$12,000 over the vehicle, together with a registered bank lien.
6. The Defendants failed to service the Loan in accordance with the terms on which it was granted.
7. By a letter dated 21 March 2011, the Plaintiff's attorneys made a written demand for repayment of the Loan but the Defendants have failed to repay the whole or any part of the amount outstanding.
8. As at 29 March 2012, the Defendants were indebted to the Plaintiff in respect of the Loan in the amount of CI\$17,549.70 with interest in the amount of CI\$8,445.15.

FURNITURE LOAN ACCOUNT #10377639

9. In or around 19 February 2009 the Plaintiff loaned the Defendants the sum of CI\$14,000.00 repayable over 60 months at CI\$275.57 per month with interest accruing at the rate of 6.75% fixed rate of interest per annum .
10. The Loan was granted to assist the Defendants with the purchase of Furniture.
11. The Defendants failed to service the Loan in accordance with the terms on which it was granted.

12. By a letter dated 7 September 2010, the Plaintiff's attorneys made a written demand for repayment of the Loan but the Defendants have failed to repay the whole or any part of the amount outstanding.
13. As at 29 March 2012, the Defendants were indebted to the Plaintiff in respect of the Loan in the amount of CI\$12,450.77 with interest in the amount of CI\$2,295.33.

AND THE PLAINTIFF CLAIMS:

- (a) Payment of the principal sum of CI\$17,549.70 outstanding on the Vehicle Loan;
- (b) Payment of the principal sum of CI\$12,450.77 outstanding on the Furniture Loan;
- (c) Interest pursuant to the Vehicle Loan from 29 March 2012 accruing at the rate of 10.50% per annum or CI\$5.05 per diem until payment or judgment, or alternatively judicial interest;
- (d) Interest pursuant to the Furniture Loan from 29 March 2012 accruing at the rate of 6.75% per annum or CI\$2.30 per diem until payment or judgment, or alternatively judicial interest;
- (e) Ad valorem fees of CI\$300.00 and CI\$200.00 filing fee;
- (f) Costs;
- (g) Further or other relief.

DATED this 19th day of April 2012

WALKERS

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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: OF 2012

BETWEEN: FIRSTCARIBBEAN INTERNATIONAL BANK (CAYMAN)
LIMITED

PLAINTIFF

AND: EVERTON DUNCAN
TERRY ANN DUNCAN

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 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
Walker House
87 Mary Street
George Town
Grand Cayman KY1-9001

Ref: LME/km/F1757-98972

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.