

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: GC 17/ OF 2017

B E T W E E N:

BUTTERFIELD BANK (CAYMAN) LIMITED

AND

DACIA PARCHMENT-TATUM



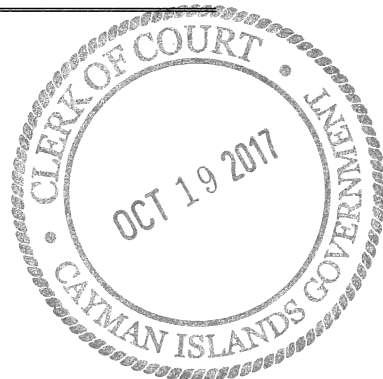
Plaintiff

Defendant

WRIT OF SUMMONS

TO:

Ms. Dacia Parchment-Tatum
#165 Rosett Close,
Mount Pleasant,
West Bay
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 495, Grand Cayman, KY1-1106, Cayman Islands, 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 judgment may be entered against you forthwith without further notice.

Issued this 17 day of October 2017

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 Acknowledgement of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. The Plaintiff is and was at all material times a Bank organised and carrying on business pursuant to the laws of the Cayman Islands. The Plaintiff's address for service is care of its attorneys, HSM Chambers, 68 Fort Street, P.O. Box 31726, George Town, Grand Cayman, KY1-1207, Cayman Islands.
2. The Defendant is an individual who resides in the Cayman Islands whose mailing address is P.O. Box 134, Grand Cayman KY1-1301, Cayman Islands.
3. Pursuant to a Promissory Note dated 30 June 2011, the Plaintiff advanced the sum of CI\$35,930.00 on or around 30 June 2011 to the Defendant for the Defendant to purchase a 2011 Chevrolet Tahoe ("the Note").
4. It was a term of the Note, *inter alia*, the following:

"...the Note will be repayable at CI\$740.00 per month commencing on 28 July 2011 and continuing on the 28th each day until the Promissory Note has been repaid in full.

...in the event of default of any one payment the Bank may at its option and discretion immediately demand repayment of the outstanding principal and interest."

Exhibited as "**POC1**" is a copy of the Note.

5. The Defendant defaulted upon her repayment obligations under the Note and on or around 23 August 2017, the Defendant was personally served with a letter demanding repayment of the total sum of CI\$23,671.67, inclusive of principal, interest and late fee, within 7 days of service ("the Demand").
6. The Defendant failed to comply with the terms of the Demand and as at 4 October 2017, the Defendant was indebted to the Plaintiff in the sum of CI\$25,485.26 being the principal sum, late fees, together with interest thereon at the contractual rate of 8.75% per annum in the sum of CI\$6,753.61 which continues to accrue at the daily rate of CI\$0.06.
7. As a result of the above, the Plaintiff is entitled to the relief claimed in this proceeding.

AND THE PLAINTIFF CLAIMS:

- a) CI\$18,019.15 being the principal sum due.
- b) CI\$712.50 late fees.
- c) CI\$6,753.61 pre-judgment interest from 24 November 2016 to 4 October 2017 at the rate of 8.75% per annum in accordance with the terms of the Loan being CI\$0.06 per diem.
- d) Post-judgment interest at rate of 8.75% per annum in accordance with the terms of the Note at the rate of CI\$0.06 per diem.
- e) Alternatively, pre- and post-judgment interest in accordance with the Judicature Law (2017 Revision) and the Judgment Debts (Rates of Interest) Rules, 2012 at such rate as the Court deems fit.
- f) Costs pursuant to the Grand Court Rules as the Court thinks fit.
- g) Such further and other relief as this Court may deem just.

HSM Chambers

**HSM Chambers
Attorneys-at-Law for the Plaintiff**

INDORSEMENT

The principal amount claimed in respect of the debt is CI\$18,019.15. The amount of the filing fees to commence the proceeding is CI\$200.00 along with ad valorem fees in the sum of CI\$80.19. If, within the time for returning the acknowledgement of service, the defendants pay the plaintiff or its attorneys-at-law the total amount claimed in principal, interest and the costs of issuing the Writ of Summons, further proceedings will be stayed. The money must be paid to the Plaintiff or to its Attorneys-at-Law.

INDORSEMENT REGARDING INTEREST

1. The contractual term upon which interest is claimed is as set out in paragraph 6 above;
2. The proscribed rate of interest is 8.75% per annum in accordance with the terms of the Note at the rate of CI\$0.06 per diem; and
3. The date from which interest is payable is 24 November 2016.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: GC OF 2017

B E T W E E N:

BUTTERFIELD BANK (CAYMAN) LIMITED

Plaintiff

AND

DACIA PARCHMENT-TATUM

Defendant

EXHIBIT "POC1"

THIS AGREEMENT made on the 30 day of July, 2011.

BETWEEN: DACIA AMANDA PARCHMENT

AND: BUTTERFIELD BANK (CAYMAN) LIMITED
GEORGE TOWN, GRAND CAYMAN

WHEREAS: DACIA AMANDA PARCHMENT

(Hereafter referred to as "the Borrower/s") has/have executed a demand Promissory Note under today's date in the amount of **CIS\$35,930.00** in favour of Butterfield Bank (Cayman) Limited (hereafter referred to as "the Bank") and **WHEREAS** the Borrower/s and the Bank wish to establish a rate of repayment therefore:

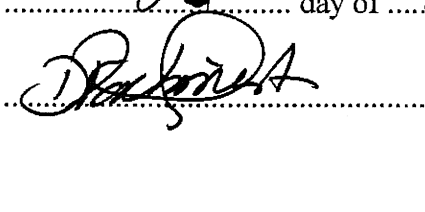
IT IS HEREBY AGREED that the above mentioned Note will be repayable at **CIS\$740.00** per month commencing on the **28TH** day of **July, 2011** and continuing on the **28TH** each month until the Promissory Note has been repaid in full.

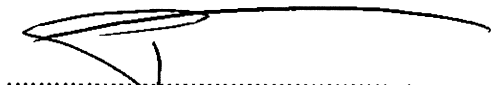
Payments will be debited from account **02/201/139139** unless otherwise instructed by the Borrower/s.

IT IS FURTHER AGREED that in the event of default of any one payment the Bank may at its option and discretion immediately demand repayment of outstanding principal and interest.

IT IS FURTHER AGREED that the interest will be payable by the Borrower/s to the Bank monthly on the Bank's usual charging days.

IN AGREEMENT with the foregoing the parties have hereunto set their signatures this 30th day of July 2011.


.....
.....


.....
**BUTTERFIELD BANK
(CAYMAN) LIMITED**

PROMISSORY NOTE

CREDIT

CI \$ 35930.00

Grand Cayman

June 30, 2011 20 11

No. 000000 7524

* ON DEMAND THE UNDERSIGNED, FOR VALUE RECEIVED, PROMISES JOINTLY AND SEVERALLY PROMISE TO PAY TO THE ORDER OF

BUTTERFIELD BANK (CAYMAN) LTD.
Grand Cayman, Cayman Islands

Thirty Five Thousand Nine Hundred Thirty — DOLLARS

With interest from date at the rate of 14.5% per annum until fully paid.

This note shall bear interest from maturity at the rate of 14.5% per annum until fully paid.

The holder hereof is expressly authorized to retain any general or special deposit, collateral, real or personal Property, tangible or intangible, or proceeds thereof, belonging to either makers or endorsers, now or hereafter in possession of the holder during the time this note, or any portion thereof, or any interest thereon, remains unpaid and before or after maturity apply the same to this or any other debt or liabilities of either makers or endorsers due or to become due to the holder hereof.

If the Borrower fails to pay in full any amount due and payable to the Bank under this Promissory Note or the Repayment Agreement, whether principal; interest; fees, costs; expenses or otherwise; then at the sole discretion of the Bank, the Borrower shall pay the Bank interest on the principal amount from its due date to the date of actual payment or until any unfulfilled condition or obligation is met (as well before as after judgement) at a rate of interest calculated at the principal interest rate specific under this Promissory Note plus 2% (such rate of interest "the Default rate").

All parties liable for payment hereof waive presentment for payment, demand, notice of maturity or non-payment, notice of protest and protest of this note, and agree to pay, as soon as incurred, all costs and expenses, including reasonable counsel fees, incidental to the collection of this note or in any way relating to the rights of holder hereunder. The holder may release, renew or extend any of the liabilities of any of the makers or endorsers hereof and may make additional advances or extensions of credit to any of them, or grant other indulgences to any of them, or extend the time for payment hereof, all from time to time, before or after maturity hereof, with or without further notice to or assent from any of the other parties hereto and without discharging the other parties hereto or any endorser hereof. Upon default in any payment or principal or interest holder may declare all unpaid sums hereunder to be due and payable and thereupon such sums shall become payable forthwith n anything in this note to the contrary notwithstanding.

The provisions of this note shall be construed and interpreted and all rights and obligations hereunder determined in accordance with the laws of the Cayman Islands.

Address P.O. Box 154 KY1-1301

Dacia Parchment
Dacia Amanda Parchment

Due ON DEMAND

CR2-09

* Delete the inappropriate wording and maker/s to initial

Butterfield Bank (Cayman) Limited

Acknowledgment of service of writ of summons (O.12, r.3)

**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 each Defendant or by each Defendant if acting in person.

After completion it must be delivered or sent by post to the Law Courts, PO 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 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 Acknowledgement 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.

BETWEEN:

BUTTERFIELD BANK (CAYMAN) LIMITED

Plaintiff

AND

DACIA PARCHMENT-TATUM

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,

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

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 communication 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.

HSM Chambers 68 Fort Street PO Box 31726 George Town Grand Cayman KY1-1207 CAYMAN ISLANDS Ref: SJA/DB.309430.0233

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

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