

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. ⁶⁷⁹ OF 2000

BETWEEN:

ROYAL BANK OF CANADA

PLAINTIFF

AND:

MUMTAZ SOOMRO

DEFENDANT

TO THE DEFENDANT

TO: Muntaz Soomro
PO Box 950
George Town
Grand Cayman



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 495 GT, George Town, Grand Cayman, 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 23rd day of August, 2000.

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. Pursuant to promissory notes dated 6th June 1997 and 20th January 1998 (“the Promissory Notes”), the Plaintiff agreed to lend to the Defendant and the Defendant agreed to borrow from the Plaintiff the principal sums of CI\$29,200.00 and CI\$5,000.00 respectively. In addition to repaying the said principal sums, the Defendant agreed to also pay to the Plaintiff interest on the outstanding balance of the said principal sums at the rate of Prime plus 3% per annum. The said principal sums totalling CI\$34,200.00 were consolidated by the Plaintiff into Loan Account no. 3303133 (“the Loan Account”).
2. In addition to the Loan Account, the Defendant was granted at his request Overdraft facilities (“the Overdraft”) by the Plaintiff on the Defendant’s current account no.509-480-0.
3. The Defendant also holds a Royal Bank of Canada Visa account (“the Visa account”) which as at 3rd August 2000 has a past due amount outstanding of CI\$12,982.00.
4. It was an express term of the credit facilities afforded by the Plaintiff to the Defendant under the aforesaid Loan Account, Overdraft and Visa account that the Defendant would make regular monthly payments to the Plaintiff to reduce the outstanding balances on each respective account.
5. Despite demand, and in breach of the aforesaid express term, the Defendant has failed, refused and/or neglected to make regular monthly payments to the Plaintiff and as at the 3rd August, 2000 the following amounts remain due and payable:-

		CI\$
(i)	Loan account	25,154.62
(ii)	Overdraft	11,897.44
(iii)	Visa account	12,982.00
	TOTAL	CI\$49,944.06

6. The Plaintiff is entitled to and also claims interest pursuant to the contractual rates referred to in the Promissory Notes and under the terms and conditions of the Overdraft. Such interest is equivalent to the following rates:

Interest owing on Loan and Overdraft Accounts at 23rd August 2000

Loan Account: CI\$5,969.76

Interest continues to accrue on the Loan Account at the rate of CI\$8.61 per diem from today's date until payment in full of the amounts outstanding.

Overdraft Account: CI\$136.62

Interest continues to accrue on the Overdraft Account at the rate of CI\$5.94 from today's date until payment in full of the amounts outstanding.

7. Further, the Plaintiff is entitled to and claims interest concerning the Visa account pursuant to Section 34 (1) of the Judicature Law (1995 Revision), at the following rates:

Interest owing on Visa Account at 23rd August 2000

7% per annum from 25th May 1999 to 31st Dec 1999 (146 days) US\$ 362.08

8% per annum from 1st Jan 2000 to 23rd Aug 2000 (236 days) US\$ 665.52

TOTAL: US\$1,027.60

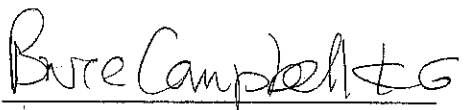
AND THE PLAINTIFF CLAIMS:-

1. Judgement in the sum of CI\$49,944.06
2. Pre and Post-judgement interest as aforesaid, amounting to a total of CI\$7,133.98 as at today's date and continuing to accrue at the daily rate of CI\$12.51 until payment in full.
3. Costs.
4. Such further and/or other relief as the Court thinks fit.

If, within the time for returning the Acknowledgement of Service, the Defendant pays the total sum claimed of CI\$57,078.04 plus interest calculated at CI\$12.51 per day from 23rd August 2000 until payment, the further sum of CI\$1,120.78 in respect of legal costs and fees, further proceedings will be stayed. The funds must be paid to the Plaintiff or its Attorney.

DATED this 23rd day of August 2000.

FILED this day of August 2000.


BRUCE CAMPBELL & CO.
Attorneys at law for the Plaintiff

THIS WRIT OF SUMMONS is filed by Bruce Campbell & Co, Attorneys for the Plaintiff, whose address for service is 4th Floor, Bank of Nova Scotia Building, George Town, Grand Cayman. (HSR/DAS/).

BETWEEN: ROYAL BANK OF CANADA PLAINTIFF

AND: MUMTAZ SOOMRO DEFENDANT

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.

2. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged -

3. State whether the Defendant intends to contest the proceedings (tick appropriate box) [] yes [] no

4. 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

Address for service:

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.

**Bruce Campbell & Co. (Ref: hsr)
P O Box 884 G.T.
George Town
Grand Cayman**

**Tel: 949 2648
Fax: 949 8613**

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, 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 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 his 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.