

STATEMENT OF CLAIM

1. The Plaintiff is a Cayman Islands Class "A" Licensed bank ("the Bank"), duly authorised under the laws of the Cayman Islands to, *inter alia*, offer retail facilities to its customers. The Defendant is, and was, at all material times a resident of the Cayman Islands and a retail customer of the Bank.
2. In and about May 2001, the Bank agreed to grant to the Defendant at her request a loan in the sum of CI\$27, 740.00 held to the Defendant's order under loan account no. 3308437 ("the loan").
3. By a promissory note dated 17th May 2001, and in consideration of the Bank advancing the loan to the Defendant, the Defendant agreed to repay to the Bank on demand all sums due under the loan together with interest thereon at the rate of 11 % per annum ("the promissory note").
4. The loan has fallen into arrears. By registered letter from its attorneys dated 24th April 2001 the Bank demanded payment from the Defendant of the loan balance of CI\$27, 511.82 pursuant to the said promissory note together with arrears of CI\$4,620.00, late fees of CI\$2,657.44 and interest of CI\$1, 417.41 for a total sum as at 8th April 2002 of CI\$36, 206.67.
5. The Bank also granted the Defendant an overdraft facility held to the Defendant's order under account no. 5502364. Payments due under this account have similarly fallen into arrears and the Bank, through its attorneys, demanded payment of the total amount outstanding by letter dated 24th April 2002. As at 19th April 2002 the amount outstanding under this account was CI\$469.05 for which the Bank, through its attorneys also made written demand for payment of the total amount outstanding.
5. Despite demand, the Defendant has failed, refused and/or neglected to pay the amounts due to the Bank pursuant to the said promissory note and as owed to the Bank regarding the overdraft facility.
6. The Bank is therefore entitled to and claims interest pursuant to the said promissory note attached to loan account no. 3308437 at the rate of CI\$8.29 per day, and pursuant to the overdraft facility agreement attached to the overdraft facility account no. 5502364 at the rate of 17% per annum. Alternatively, the Bank is entitled to and claims interest pursuant to section 34(1) of the Judicature Law (1995 Revision).

WHEREFORE the Plaintiff claims:

1. Judgment in the sum of CI\$36,206.67 pursuant to the debt owed under account no. 3308437 and CI\$469.05, pursuant to the debt owed under account no. 5502364
2. Pre and post-judgment interest pursuant to loan account no. 3308437 at the daily rate of CI\$8.29 per day from 9th April 2002 until payment and pre and post-judgment interest

pursuant to loan account no. 502364 at the rate of 17% per annum from 20th April 2002 until payment.

3. Alternatively, pre and post-judgment interest pursuant to section 34(1) of the Judicature Law (1995 Revision).
4. Costs.
5. Such further and/or other relief.

If within the time for returning the acknowledgment of service the Defendant pays the total sums claimed of **CI\$36, 206.67** plus interest calculated at **CI\$8.29** per day from 9th April 2002 until payment and **CI\$469.05** plus interest calculated at 17% per annum from 20th April 2002 until payment the further sum of CI\$416.76 in respect of fixed costs and fees, further proceedings will be stayed. The funds must be paid to the Bank or its attorney.

DATED 6th May 2002

FILED 6th May 2002

CAMPBELLS
Attorneys at Law for the Plaintiff

IN THE GRAND COURT OF THE CAYMAN ISLANDS

331
CAUSE NO OF 2002

BETWEEN: ROYAL BANK OF CANADA PLAINTIFF

AND: DELORES CLARKE 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:

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.

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