

IN THE GRAND COURT OF THE CAYMAN ISLANDS

812 ✓  
CAUSE NO OF 2002

**BETWEEN:** ROYAL BANK OF CANADA PLAINTIFF

**AND:** MARION I. WEBSTER DEFENDANT

**TO THE DEFENDANT:**

Marion I. Webster  
PO Box 1723  
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, P.O. Box 495 G.T., 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** November 2002

**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 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. By an agreement dated 2<sup>nd</sup> July 1998, the Bank agreed to grant to the Defendant at her request a loan ("the Loan") in the sum of CI\$167, 000.00 which was secured by a charge on the Defendant's property ("the Property") known as Registration Section Savannah Block 27E Parcel 38. The terms of the loan were set out in a schedule to the Charge ("the Charge").
3. Payments of monthly installments of the amount under the Charge fell into arrears. Accordingly, the Bank, by its attorneys, served the Defendant notice in writing dated 6<sup>th</sup> March 2001 ("the Notice") requiring the Defendant to pay the arrears and to pay the full amount then due and owing under the Charge.
4. The Defendant has failed to comply with the Notice. As at 30<sup>th</sup> October 2002 under the terms of the Charge the Defendant owed the Plaintiff the principal sum of CI\$164, 118.48, arrears of CI\$39, 284.00 and interest of CI\$32, 791.34. Interest is accruing at the daily rate of CI\$34.85.
5. The Plaintiff is therefore entitled to and claims interest pursuant to the terms of said charge at the rate of CI\$34.85 per day, or alternatively, pursuant to section 34 of the Judicature Law (1995 Revision).

### STATEMENT REGARDING INTEREST:


1. It was a term of the Charge dated 2<sup>nd</sup> July 1998 that the Chargor shall repay to the Chargee the Principal Sum with interest thereon at the rate of 3% above the Chargee's Prime Lending Rate for lending Cayman Islands Dollars in the Cayman Islands;
2. The agreed rate of interest is 3% above prime presently 7.75%;
3. Interest is payable from 2<sup>nd</sup> July 1998;
4. The total amount of interest claimed to 30<sup>th</sup> October 2002 is CI\$32, 791.34; and
5. Interest is accruing at CI\$34.85 per day.

AND the Plaintiff claims:

1. Judgment in the sum of CI\$235,255.04.
2. Pre and post-judgment interest at the daily rate of CI\$34.85 from 30<sup>th</sup> October 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 sum claimed of **CI\$235,255.04** plus interest calculated at **CI\$34.85** per day from 30<sup>th</sup> October 2002 until payment the further sum of CI\$400.00 in respect of fixed costs and fees, further proceedings will be stayed. The funds must be paid to the Bank or its attorney.

DATED 1<sup>st</sup> November 2002

  
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**CAMPBELLS**  
**Attorneys at Law**  
**for the Plaintiff**

**BETWEEN:** ROYAL BANK OF CANADA PLAINTIFF

**AND:** MARION I. WEBSTER 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.

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

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

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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

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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.*

**Campbells (Ref: JRM)  
P O Box 884 G.T.  
George Town  
Grand Cayman**

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

*Endorsement 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.