

IN THE GRAND COURT OF THE CAYMAN ISLANDS

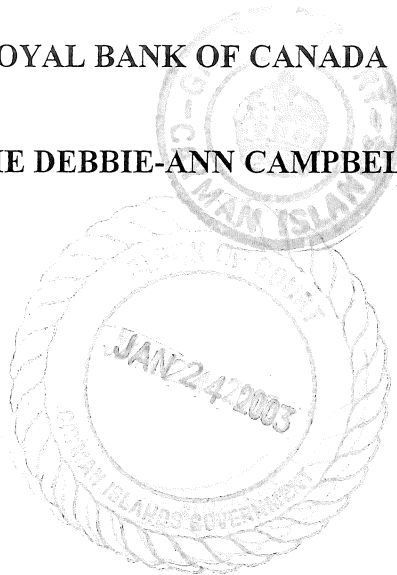
CAUSE NO <sup>43</sup> OF 2003 ✓

BETWEEN: ROYAL BANK OF CANADA PLAINTIFF

AND: JULIE DEBBIE-ANN CAMPBELL DEFENDANT

TO THE DEFENDANT:

Julie Debbie-Ann Campbell  
PO Box 1191  
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 **24 - January 2003**

**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. In and about 13 October 2000, the Bank agreed to grant to the Defendant at her request a loan in the sum of CI\$5,750.00 held to the Defendant's order under loan account no. 3307906 ("the loan").
3. By a promissory note dated 13<sup>th</sup> October 2000, 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 14 % per annum ("the promissory note").
4. By registered letter from its attorneys dated 20<sup>th</sup> August 2002, the Bank demanded payment of the loan balance of CI\$4,653.75 from the Defendant pursuant to the said promissory note.
5. Despite demand, the Defendant has failed, refused and/or neglected to pay the amount due to the Bank pursuant to the said promissory note.
6. The Bank is therefore entitled to and claims interest pursuant to the said promissory note at the rate of CI\$1.53 per day, or alternatively pursuant to section 34(1) of the Judicature Law (1995 Revision).

### STATEMENT REGARDING INTEREST:

1. It was a term of the promissory note dated 13<sup>th</sup> October 2000 that the Defendant shall repay to the Bank the principal sum with interest thereon;
2. The agreed rate of interest is 14% per annum;
3. Interest is payable from 13<sup>th</sup> October 2000;
4. The total amount of interest claimed to 24<sup>th</sup> January 2003 is CI\$471.24; and
5. Interest is accruing at CI\$1.53 per day.

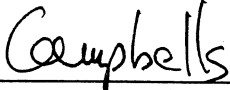
WHEREFORE the Plaintiff claims:

1. Judgement in the sum of CI\$5,124.99.
2. Pre and post-judgment interest at the daily rate of CI\$1.53 per day from 24th January 2003 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\$5,124.99** plus interest calculated at **CI\$1.53** per day from 24<sup>th</sup> January 2003 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 24th January 2003

FILED 24th January 2003

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

THIS WRIT was filed by CAMPBELLS, Attorneys at Law for the Plaintiff, whose address for service is 4<sup>th</sup> Floor, Scotiabank Building, George Town, Grand Cayman, Tel : 949 2648; Fax 949 8613. (Ref: JRM/lp/07981)

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO      OF 2003

BETWEEN:                                      ROYAL BANK OF CANADA                                      PLAINTIFF

AND:    JULIE DEBBIE-ANN CAMPELL                                      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 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.