

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 29th January 1998, the Bank agreed to grant to the Defendant at her request a loan in the sum of CI\$9,869.00 held to the Defendant's order under loan account no. 3304285 ("the loan").
3. By a promissory note dated 29th January 1998, 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 15% per annum ("the promissory note").
4. By registered letter from its attorneys dated 2nd July 2003, the Bank demanded payment of the loan balance of CI\$13,868.85 from the Defendant pursuant to the said promissory note with late charges of CI\$125.00.
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\$3.87 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 29th January 1998 that the Defendant shall repay to the Bank the principal sum with interest thereon;
2. The agreed rate of interest is 15% per annum;
3. Interest is payable from 31st December 2002;
4. The total amount of interest claimed to 24th November 2003 is CI\$1268.76, with late charges of CI\$125.00 and
5. Interest is accruing at CI\$3.87 per day.

WHEREFORE the Plaintiff claims:


1. Judgement in the sum of CI\$15,262.61.

2. Pre and post-judgment interest at the daily rate of CI\$3.87 per day from 24th November 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\$15,262.61** plus interest calculated at **CI\$3.87** per day from 24th November 2003 until payment the further sum of CI\$500.00 in respect of fixed costs and fees of CI\$202.63, further proceedings will be stayed. The funds must be paid to the Bank or its attorney.

DATED *26th* November 2003

FILED *26th* November 2003



CAMPBELLS
Attorneys at Law for the Plaintiff

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.