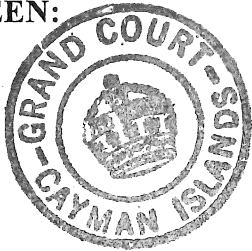


IN THE GRAND COURT OF THE CAYMAN ISLANDS

768
CAUSE NO OF 2003

BETWEEN:



ROYAL BANK OF CANADA

PLAINTIFF

AND:

(1) GARFIELD PRENDERGAST
(2) ARLENE PRENDERGAST

FIRST DEFENDANT
SECOND DEFENDANT

WRIT OF SUMMONS

TO THE DEFENDANTS:

Garfield Prendergast
Arlene Prendergast
c/o P O Box 915
George Town
Grand Cayman



THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiffs 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 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 First and Second Defendant are, and were, at all material times residents of the Cayman Islands and retail customers of the Bank.
2. In and about 28th June 2002, the Bank agreed to grant to the First and Second Defendant at their request a loan in the sum of CI\$10,400.00 held to the Defendants order under loan account no. 3309392 ("the loan").
3. By a promissory note dated 28th June 2002, and in consideration of the Bank advancing the loan to the First and Second Defendants, the First and Second Defendant agreed to repay to the Bank on demand all sums due under the loan together with interest thereon at the rate of 13% per annum ("the promissory note").
4. The First Defendant at his request obtained an overdraft facility in the sum of CI\$197.08 held to the First Defendants order under account no. 5002399.
5. By registered letter from its attorneys dated 25th July 2003, the Bank demanded payment of the loan balance of CI\$9,778.54 from the First and Second Defendant pursuant to the said promissory note, late fees of CI\$200.00 and outstanding interest of CI\$210.96. The Bank also demanded payment of the outstanding amount under the overdraft amounting to CI\$216.98.
6. Despite demand, the First and Second Defendant have failed, refused and/or neglected to pay the amount due to the Bank pursuant to the said promissory note and the First Defendant has failed, refused and/or neglected to pay the amount due to the Bank pursuant to the overdraft.
7. The Bank is therefore entitled to and claims interest pursuant to the said promissory note at the rate of CI\$3.35 per day, and interest pursuant to the overdraft at the rate of CI\$10.00 per month or alternatively pursuant to section 34(1) of the Judicature Law (1995 Revision).

STATEMENT REGARDING INTEREST:

Account No. 3309392

1. It was a term of the promissory note dated 28th June 2002 that the Defendant shall repay to the Bank the principal sum with interest thereon;
2. The agreed rate of interest is 13% per annum on the promissory note;
3. Interest is payable from 28th June 2002;
4. The total amount of interest claimed to 20th November 2003 is CI\$160.35, with late charges of CI\$300.00; and
5. Interest is accruing at CI\$3.35 per day.

Account No. 5002399

1. It was a term of the overdraft that the Defendant shall repay to the Bank the principal sum with interest thereon;
2. The agreed rate of interest is CI\$10.00 per month on the overdraft;
3. Interest is payable from September 2003;
4. The total amount of interest claimed to 20th November 2003 is CI\$20.00 and
5. Interest is accruing at CI\$10.00 per month.

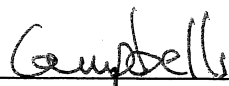
WHEREFORE the Plaintiff claims:

1. Judgement in the sum of CI\$10,057.03
2. Pre and post-judgment interest at the daily rate of CI\$3.35 per day from 20th November 2003 until payment on the promissory note and pre and post-judgment interest at the rate of CI\$10.00 per month from 20th November 2003 on the overdraft.
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\$10,057.03** plus interest calculated at **CI\$3.35** per day from 20th November 2003 on the promissory note and **CI\$10.00 per month** on the overdraft from 20th November 2003 until payment, the further sum of CI\$500.00 in respect of fixed costs and fees of CI\$150.57, further proceedings will be stayed. The funds must be paid to the Bank or its attorney.

DATED 27th November 2003

FILED 27th November 2003


CAMPBELLS
Attorneys at Law for the Plaintiff

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.