

IN THE GRAND COURT OF THE CAYMAN ISLANDS

BETWEEN: BARCLAYS BANK PLC,

AND: CARLA LOPEZ-ANDERSON

CAUSE NO. 238 OF 2004

PLAINTIFF

DEFENDANT

WRIT OF SUMMONS

TO: CARLA LOPEZ-ANDERSON
C/o PO Box 1709
George Town
Grand Cayman
Cayman Islands

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of the claim set out hereafter.

Within 14 days after service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Courts Office, P. O. Box 495GT, George Town, Grand Cayman, the accompanying Acknowledgment of Service form 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 this day of May 2004

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 banker carrying on business at its branch at 25 Main Street, P.O. Box 1321GT, George Town, Grand Cayman, Cayman Islands, and elsewhere.
2. The Defendant is and was at all material times a customer of the Plaintiff at the said branch.
3. In May 1999 the Plaintiff loaned the Defendant the sum of CI\$24,120.00 to purchase a motor vehicle (the "Vehicle Loan"). The Vehicle Loan was repayable over four years at CI\$510.91 per month. Pursuant to the Vehicle Loan, interest is payable on the sum loaned at the rate of 14.68% per annum.
4. The Defendant failed to repay the Vehicle Loan in accordance with the terms agreed.
5. In February 2002 the Plaintiff repossessed and sold the vehicle for CI\$16,000.00. This sum was credited to the Vehicle Loan, leaving a balance of CI\$12,479.48 outstanding at that time.
6. As at 3 March 2004, the Defendant was indebted to the Plaintiff in respect of the Vehicle Loan in the sum of CI\$23,235.66 by way of principal and interest. Interest continues to accrue on the loan at the rate referred to in Paragraph 3 above.
7. In October 1999 the Plaintiff also loaned the Defendant the sum of CI\$118,750.00 (the "Mortgage Loan") to purchase an apartment at Grand Cayman Registration Section Spotts, Block 25B, Parcel 147H3 ("the Property"). The Mortgage Loan was repayable over 25 years at CI\$1,186.00 per month. Pursuant to the Mortgage Loan, interest was payable on the sum loaned at the rate of 3% per annum above the annual prime rate, the gross interest rate being 7% per annum. The Defendant failed to repay the Mortgage Loan in accordance with the terms agreed.
8. On 28 March 2002 the Plaintiff made a written demand for repayment of the Vehicle Loan and the Mortgage Loan but the Defendant failed to repay the sums outstanding.
9. Enforcement proceedings were commenced in relation to the charge over the Property and between 23 January 2003 and 17 July 2003 notices pursuant to Sections 64(2) and 72 of the Registered Land Law (1995 Revision) ("the Law") were served personally by a

Process Server on the Defendant at Danbury Federal Correctional Institution Danbury, Connecticut, United States of America, where she was serving a custodial sentence at that time.

10. The Plaintiff obtained two valuation reports in relation to the Property. The Property was advertised for sale at public auction. Such public auction took place on 23 December 2003. No one attended the auction and no bids for the Property were received via mail.
11. As at 3 March 2004, the total amount outstanding in relation to the Mortgage Loan was CI\$190,272.06 against the total amount advanced of CI\$118,750.00. The Defendant is not currently making payments towards the Mortgage Loan and interest continues to accrue. The Plaintiff is making a separate application to court for leave to sell the Property privately pursuant to the Law and on the basis this application is successful will market the property.

AND THE PLAINTIFF CLAIMS:

- (a) Payment of the said sum of CI\$23,235.66 outstanding on the Vehicle Loan;
- (b) Interest pursuant to the Vehicle Loan at the rate of 14.68% per annum or CI\$9.35 per diem from 4 March 2004 until payment or judgment, alternatively judicial interest;
- (c) Payment of the said sum of CI\$190,272.06 outstanding on the Mortgage Loan;
- (d) Interest pursuant to the Mortgage Loan at the rate of 7% per annum or CI\$ 36.49 per diem from 4 March 2004 until payment or judgment, alternatively judicial interest;
- (e) Payment of the ad valorem Court fees of CI\$60.00 in relation to the Vehicle Loan;
- (f) Payment of the ad valorem Court fees of CI\$993.75 in relation to the Mortgage Loan;
- (g) Further and other relief;
- (h) Costs.

DATED this 5th day of May 2004.

Walkers

WALKERS

Attorneys-at-Law for the Plaintiff

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 238 OF 2004

BETWEEN: BARCLAYS BANK PLC

PLAINTIFF

AND: CARLA LOPEZ-ANDERSON

DEFENDANT

ACKNOWLEDGMENT 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.

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

2. State whether the Defendant intends to contest the proceedings (*tick where appropriate*)

Yes No

3. If the claim against the Defendant is for a debt or liquidated demand, AND he does not intend to contest the proceeding, state if the Defendant intends to apply for a stay of execution against any judgment entered by the Plaintiff (*tick box*)

Yes

Service of the Writ is acknowledged accordingly

(Signed) _____

[Attorney] for

[Defendant in person]

Address for service:

Please complete overleaf

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 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 principal office.

Endorsement by plaintiff's Attorney (or by plaintiff if suing in person) of his name, address and reference, if any, in the box below.

WALKERS
PO Box 265GT
Walker House
87 Mary Street
George Town, Grand Cayman

Ref: DMM/BG/B2-30495

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.
2. After completion it must be delivered or sent by post to the Law Courts, P.O. Box 495G, George Town, Grand Cayman.
3. 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).
4. 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.
5. 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.
6. If the Defendant fails to serve his Defence within the appropriate time, the Plaintiff may enter judgment against him without further notice.
7. 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 instalments or otherwise.

See overleaf for notes for guidance

Please complete overleaf

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 Court's 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 its 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 item.
8. A Defendant acting in person may obtain help in completing the form at the Court's office.