

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 Defendants are, and were, at all material times residents of the Cayman Islands and retail customers of the Bank.
2. On or around 15th December 2000, the Bank agreed to grant to the Defendants at their request a loan in the sum of CI\$160,000.00 held to the Defendants order under loan account no. 3308896 ("the first loan").
3. Between December 2001 and February 2002, the Bank agreed to grant the Defendants a Variation to loan account no. 3308896 by increasing the principal sum from CI\$160,000.00 to a total sum of CI\$230,000.00.
4. By promissory notes dated 21st and 24th, December 2001, 11th and 21st January 2002 and 4th February 2002 ("the promissory notes in respect of the first loan"), and in consideration of the Bank advancing the first loan to the Defendants, the Defendants agreed to repay to the Bank on demand all sums due under the first loan together with interest thereon at the rate of Cayman Prime Rate plus 3% per annum.
5. On or around 18th March 2002, the Bank agreed to grant to the Defendants at their request a loan in the sum of CI\$115,000.00 held to the Defendants' order under loan account no. 3309117 ("the second loan").

6. By a promissory note dated 18th March 2002, (“the promissory note in respect of the second loan”), and in consideration of the Bank advancing the second loan to the Defendants, the Defendants agreed to repay to the Bank on demand all sums due under the second loan together with interest thereon at the rate of Cayman Prime Rate plus 3% per annum.
7. On or around 16th June 1999 the Defendants opened a personal chequing account with bank account number 501-160-6 which became substantially overdrawn (“the first overdraft”).
8. On or around the 2nd July 1999 the Bank agreed to grant the Defendants at their request overdraft facilities. These facilities were operated under account number 101-612-0 in the name of Chisholm Cabinets which became substantially overdrawn (“the second overdraft”).
9. By registered letters from its attorneys dated 31st January 2003, and 14th March 2003, the Bank demanded payment of the balances owed in respect of the first loan and the second loan and payment of the balance owed in respect of the first and second overdraft, together with accrued interest to the date of payment.
10. Despite demand, the Defendants have failed, refused and/or neglected to pay the amount due to the Bank in respect of the first and second loans and the first and second overdrafts.
11. The Bank is therefore entitled to and claims interest on the first and second loans and the first and second overdrafts.

STATEMENT REGARDING INTEREST

- 11.1 It was a term of the promissory notes executed in relation to the first and second loans and the agreement in relation to the first and second overdrafts that the Defendants would repay to the Bank the principal sum with interest thereon.
- 11.2 The agreed rate of interest on the first and second loans is 3% per annum above Cayman Prime Rate, and 17% per annum on the first overdraft and 8% per annum on the second overdraft.
- 11.3 Interest is payable from 15th December 2000 on the first loan and from 21st December 2001 on the second loan and from 16th June 1999 on the first overdraft and from 2nd July 1999 on the second overdraft.
- 11.4 The total amount of interest claimed to 3rd May 2004 on the on the first and second loans is CI\$33,381.47 in respect of the first loan, with late charges of CI\$100.00 and CI\$17,034.18 with late charges of CI\$75.00 in respect of the second loan.
- 11.5 The total amount of interest claimed on the first overdraft is CI\$44.50. The total amount of interest claimed on the second overdraft is CI\$162.76.
- 11.6 Interest is accruing at the daily rates of CI\$43.79 and CI\$21.94 on the first and second loans and CI\$1.50 and CI\$5.46 on the first and second overdrafts for a total daily rate of CI\$72.69.
12. As at 3rd May 2004 the following amounts were owing by the Defendants to the Plaintiff;
- a. In respect of the first loan the sum of: **CI\$228,372.41**

b.	In respect of the second loan the sum of:	CIS\$114,375.95
c.	In respect of the first overdraft:	CIS 3,229.15
d.	In respect of the second overdraft:	CIS 24,915.80
e.	Interest as aforesaid	<u>CIS 50,797.91</u>
	For a total sum of:	<u>CIS\$421,691.22</u>

AND THE PLAINTIFF CLAIMS:

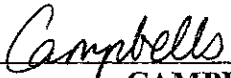
1. Judgment in the sum of **CIS\$421,691.22**.
2. Pre and post-judgment interest pursuant to contract at the daily rate of **CIS\$72.69** per day from 3rd May 2004 until payment.
3. Alternatively, pre and post-judgment interest pursuant to section 34(1) of the Judicature Law (1995 Revision).
4. Costs.
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 **CIS\$421,691.22** plus interest calculated at **CIS\$72.69** per day from 3rd May 2004 until

payment, the further sum of **CI\$500.00** in respect of fixed costs and fees of **CI\$2,658.45** further proceedings will be stayed. The funds must be paid to the Bank or its attorney.

DATED: 11th May 2004

FILED: May 2004



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.