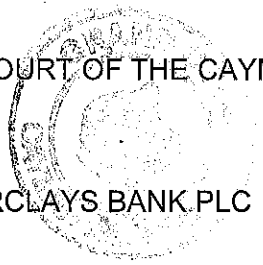
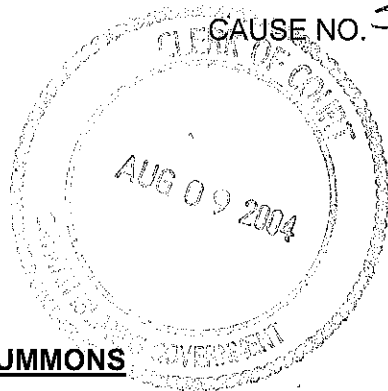


IN THE GRAND COURT OF THE CAYMAN ISLANDS



CAUSE NO. **365** OF 2004

BETWEEN: BARCLAYS BANK PLC



✓ PLAINTIFF

AND: TROY TERRELL THOMAS

DEFENDANT

**WRIT OF SUMMONS**

TO: Troy Terrell Thomas  
PO Box 1098 GT  
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 495G, 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 this            day of            2004.

NOTE – This Writ may not be served later than 4 calendar 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. Barclays Bank Plc has its registered address at PO Box 265 GT, 25 Main Street, FirstCaribbean House, George Town, Grand Cayman and carries on business as a bank ("the Bank").
2. The Defendant, Mr Thomas, is a customer of the Bank.
3. By an application form dated 2 February 1999 Mr Thomas applied for a loan for the purchase of a motor car. The Bank will rely on the application form at the trial of this matter for its full terms and effect.
4. The Bank entered into a loan agreement with Mr Thomas on the following terms:
  - (a) the principal sum would be CI\$24,947.00;
  - (b) interest would be charged on the principal sum at a discounted rate of 8.5%;
  - (c) repayment would be made over 72 months at CI\$528.42 per month;
  - (d) the Bank may by written notice demand early repayment of the total amount outstanding (including unapplied interest) under the Agreement, if the Borrower fails to make any repayment on its due date;
  - (e) Mr Thomas agreed to pay all expenses, including legal costs, incurred by the Bank in connection with suing for or recovering any sums due to the Bank.
5. In or around June 2003, Mr Thomas wrongfully and in breach of the loan agreement failed to make payment in accordance with the terms of the Agreement. Between June and December 2003, Mr Thomas made intermittent payments in purported performance of the Agreement.
6. After 29 December 2003, Mr Thomas failed to pay further instalments due under the Agreement.
7. By written demand dated 20 February 2004, the Bank demanded repayment of the amount of CI\$8,021.97, which sum included principal sum of CI\$7,658.10 and interest thereon.
8. Mr Thomas has failed to pay the outstanding sum or any sum.
9. In the premises, the Bank claims:

(2)

- (a) the principal sum of CI\$7,658.10.
  - (b) interest at the rate of 8.5% on the said amount of CI\$7,658.10 in the sum of CI\$1040.36 as at 30 July 2004 and such further amounts accruing daily in the amount of CI\$3.442 until judgment or sooner payment.
10. Further, the Bank claims all costs incurred in connection with recovering the said due sums in accordance with clause 7 of the loan agreement, such costs amounting to but not limited to CI\$836.01 as at 24 May 2004.

AND THE PLAINTIFF claims:

- (a) The principal sum of CI\$7,658.10 due under the loan agreement.
- (b) Interest thereon as set out above.
- (c) Costs.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of CI\$9684.47 (including interest and costs) further proceedings will be stayed. The money must be paid to the Plaintiff or his Attorney.



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**WALKERS**

Attorneys-at-Law for the Plaintiff

This Writ and Statement of Claim is issued by Walkers, Attorneys-at-Law, Walker House, Mary Street, P.O. Box 265 GT, George Town, Grand Cayman, for the Plaintiff whose address for service is care of its said Attorneys-at-Law. (3)