

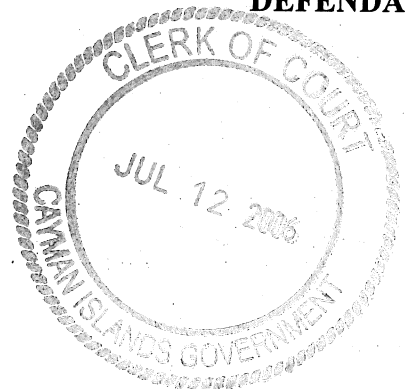
IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 291 OF 2006

BETWEEN: ROYAL BANK OF CANADA **PLAINTIFF**
AND: GEORGETTE SYMS **FIRST DEFENDANT**
AND: ELSIE MAE MYLES **SECOND DEFENDANT**



WRIT OF SUMMONS



TO: THE DEFENDANTS:

- | | |
|-------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|
| (1) Georgette Syms
c/o Kirk Freeport Plaza
P.O. Box 893 GT
George Town
Grand Cayman | (2) Elsie Mae Myles
c/o Waterford and Wedgewood
Kirk Freeport Store
Cardinal Avenue
George Town
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, 495GT, George Town, Grand Cayman, the accompanying Acknowledgement of Service stating 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 judgement may be entered against you forthwith without further notice.

Filed this: *11th* day of July 2006.

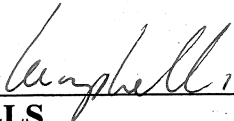
NOTE – This writ may not be served later than 4 calendar months (or, if leave is required to effect service out of the jurisdiction, 6 months) beginning with the date of issue unless renewed by order of the court.

IMPORTANT

Directions for acknowledgment of service are given with the accompanying form.

Dated this: 11th day of July 2006

Filed this: 11th day of July 2006



CAMPBELLS
Attorneys-at-Law for the Plaintiff

TO: The Clerk of the Court

AND TO: The First and Second Defendant

THIS WRIT was issued by Campbells, Attorneys-at-Law for and on behalf of the Plaintiff, whose address for service is 4th Floor, Scotiabank Building, George Town, Grand Cayman (Ref: JRM/BJH/gh/12116).

STATEMENT OF CLAIM

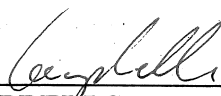
1. The Plaintiff is a Cayman Islands "Class A" licensed Bank (the "Bank"), duly authorized under the laws of the Cayman Islands to, *inter alia*, offer retail facilities to its customers. The First and Second Defendant are and were, at all material times, residents of the Cayman Islands and retail customers of the Bank.
2. On the 20th day of July 2005 the First Defendant was provided a premier loan, as agreed and authorized by the Bank, for CI\$6,789.12, under loan account number 3312020 (the "Loan").
3. By a Promissory Note executed on the 20th day of July 2005 the First Defendant promised to pay to the Bank the sum of CI\$6,789.12, with interest thereon calculated and payable monthly at a rate equal to the Bank's personal loan base rate per annum with effect from time to time, plus 2% per annum as well as after the full maturity, default and judgment, with interest on overdue interest at the same rate as on the principle. The personal loan base rate was set by the Bank at 10% per annum.
4. The Bank also obtained a Guarantee and Postponement of Claim ("the Guarantee"), signed by the First Defendant's sister, the Second Defendant, on 20th day of July 2005 for CI\$6,789.12.

5. The Guarantee was stated to be “a continuing Guarantee and shall cover all the liabilities, and it shall apply to and secure any ultimate balance due or remaining unpaid to the Bank”.
6. The Second Defendant guaranteed the payment on demand to the Plaintiff for all debts and liabilities, present or future, indirect or direct, absolute or contingent, matured or not, together with interest on all such debts and liabilities to date the payment, commission, banking charges, legal and other costs, charges and expenses at any time owned by the First Defendant.
7. As at 4th October 2005 the First Defendant was in default of payment of the Loan by a period of three (3) months. The total amount outstanding under the Loan amounts to CI\$6,756.22. Interest is accruing at a daily rate of C\$2.22 per day.
8. Despite the Bank’s demands for payment under the Loan and the Guarantee, the First and Second Defendant have failed, refused and/or neglected to re-pay the amount due to the Bank.
9. The Bank is entitled to interest pursuant to the Loan at a daily rate of CI\$2.22 per day or alternatively interest pursuant to Section 34(1) of the Judicature Law (1995 Revision).

AND THE PLAINTIFF CLAIMS:

1. Judgment in the sum of CI\$6,756.22, plus late fees of CI\$100.00.
2. Pre and post judgment interest at the daily rate of CI\$2.22 per day from 4th October 2005.
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 as the Court may deem necessary.

Dated the 11th day of July 2006



CAMPBELLS
Attorneys at Law for the Plaintiff

TO: The First and Second Defendant

TO: The Clerk of the Court

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 291 OF 2006

BETWEEN: ROYAL BANK OF CANADA **PLAINTIFF**
AND: GEORGETTE SYMS **FIRST DEFENDANT**
AND: ELSIE MAE MYLES **SECOND DEFENDANT**

**ACKNOWLEDGEMENT 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.

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

3. State whether the Defendant intends to contest the proceedings (*tick appropriate box*)
 yes no

4. If the claim against the Defendant is for a debt or liquidated demand, AND he does not intend to contest the proceedings, state if the Defendant intends to apply for a stay of execution against any judgment entered by the Plaintiff (*tick box*)
 yes no

Service of the Writ is acknowledged accordingly

(Signed) _____

[Attorney] for
[Defendant in person]
Address for service:

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 Attorneys-at-Law
P.O. Box 884 GT
Scotiabank Building
George Town
Grand Cayman**

**Tel: 949 2648
Fax: 949 8613
Ref: JRM/BJHgh/12116**

Indorsement 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.