

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 14 OF 2007

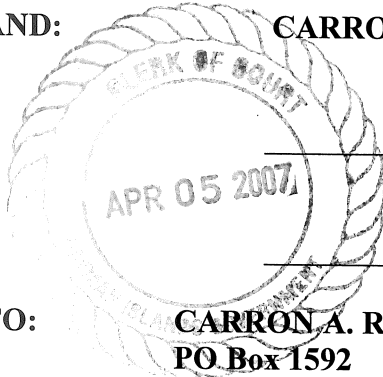
BETWEEN: ROYAL BANK OF CANADA



PLAINTIFF

AND: CARRON A. RUSSELL

DEFENDANT



WRIT OF SUMMONS

TO: CARRON A. RUSSELL
PO Box 1592
Grand Cayman KY1-1110
CAYMAN ISLANDS

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.

Issued this 5th day of April 2007.

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, at all material times, was a registered bank conducting and providing financial and investment services in the Cayman Islands for its customers (“the Bank”).
2. At all material times, the Defendant was a resident of the Cayman Islands.
3. On or around 18th December 2002 the Defendant signed a promissory note for CI\$16,300.00 (“the First Promissory Note”), with the Bank agreeing to loan to the Defendant this sum of CI\$16,300.00.
4. On or around 20th December 2004 the Defendant signed a second promissory note for CI\$291.00, where the Bank agreed to loan the Defendant the said sum (“the Second Promissory Note”).
5. On or around 1st November 2006, the Bank, through its attorneys, issued a demand letter by registered mail upon the Defendant, requesting that the total amount under the loan, secured by the First Promissory Note and Second Promissory Note (collectively “the Promissory Notes”) plus interest, be paid back immediately.
6. As of 20th March 2007 the amount outstanding under the Bank’s loan, secured by the Promissory Notes, totaled CI\$10,605.57.
7. Contained within the same letter was demand for repayment of the outstanding overdraft in the Defendant’s current account with the Bank (account no.1130384) totaling CI\$25,399.99, together with accrued interest pursuant to the Judicature Law.

8. As at the date of filing this pleading, neither the Bank, nor its attorneys, have received a substantive response from the Defendant.
9. In breach of the terms of the Promissory Notes, the Defendant has failed and/or refused to make any further payments.
10. The Bank therefore seeks payment of the total amount outstanding due under the Promissory Notes and the clearing of the overdraft in the Defendant's current account (Account No.1130384).
11. As at the date of filing this pleading, for a period in excess of 139 days, the Defendant has been in default of payment of the monthly sum due under the terms of the Promissory Notes.
12. The Bank also seeks, and is entitled to, interest on the amount outstanding on the Promissory Notes, calculated at CI\$2.84 per day from 1st November 2006 to 20th March 2007 (139 days), totaling CI\$394.76; thereafter continuing at the daily rate until the total amount outstanding is paid in full, plus late fees of CI\$100.00.
13. The Plaintiff also seeks and is entitled to interest on the Defendant's outstanding current account overdraft totaling CI\$701.95 from 1st November 2006 to 20th March 2007 (139 days) at a rate of 7.25% per annum pursuant to the Judicature Law, and continuing at the per diem rate of CI\$5.05 until the outstanding amount is paid in full.

AND THE PLAINTIFF claims,

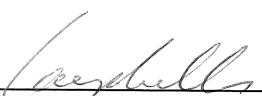
- (a) Judgment in the sum of CI\$36,005.56, plus interest totaling CI\$1,096.71 as at 20th March 2007, accruing at the daily rate of CI\$7.89;
- (c) Legal costs and late fees of CI\$100.00
- (d) Such further and/or relief as this Honorable Court deems appropriate.

If, within the time for returning the acknowledgment of service, the Defendant pays the total amount claimed of CI\$36,005.56, plus interest totaling CI\$1,096.71 as at 20th March 2007, accruing at the daily rate of CI\$7.89, legal costs and late fees, further proceedings will be stayed.

The money must be paid to the Bank, or its Attorney.

Dated the 5th day of April 2007

Filed the 5th day of April 2007



CAMPBELLS
Attorneys-At-Law for the Plaintiff

TO: The Clerk of the Court

AND TO: The Defendant

THIS WRIT was issued by Campbells, Attorneys-At-Law for the Plaintiff whose address for service is P.O. Box 884GT, Scotia Centre, 4th Floor, George Town, Grand Cayman (Our Ref: JRM/BJH/kb/13860)

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 4 OF 2007

BETWEEN: ROYAL BANK OF CANADA PLAINTIFF
AND: CARRON A. RUSSELL 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 [] N/A

Service of the Writ of Summons is acknowledged accordingly.

(Signed) [Attorney] for the Defendant. Address for service: (see 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 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 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 885 GT 4 th Floor Scotiabank Building George Town, Grand Cayman Ref: JRM/BJH/13860
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Indorsement by defendant's Attorney (or by defendant if suing in person) of his name, address and reference, if any, in the box below.

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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.