

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: *G0259* OF 2008

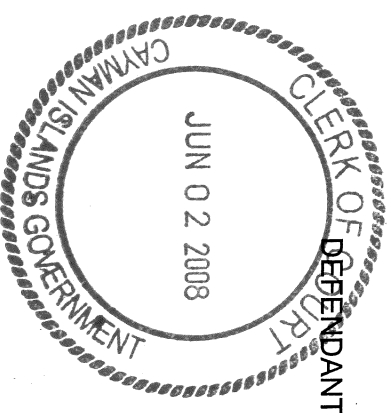


BETWEEN: FIRSTCARIBBEAN INTERNATIONAL BANK PLAINTIFF  
(CAYMAN) LIMITED

AND: JOSEPH WELCOME

**WRIT OF SUMMONS**

TO: Joseph Welcome  
PO Box 77 East End  
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 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, PO Box 495GT, 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 *2<sup>nd</sup>* day of *June* ~~May~~ 2008

NOTE – This Writ may not be served later than 4 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, FirstCaribbean International Bank (Cayman) Limited, is a Bank carrying on business at FirstCaribbean House, 25 Main Street, P.O. Box 1321GT, George Town, Grand Cayman, Cayman Islands.
2. The Defendant is and was at all material times a customer of the Plaintiff.
3. In or around 12 March 2001 the Plaintiff loaned the Defendant and Sharon Welcome the sum of CI\$22,452.30 repayable over 6 years at the rate of CI\$490.00 per month, with interest accruing at the rate of 9.5% per annum discounted ("the Loan"). The Loan was granted to assist with the purchase of a motor vehicle.
4. The Defendant's liability to repay the Loan was not limited under the Loan agreement. The Defendant's are jointly and severally liable for the amount due under the Loan.
5. As security for the vehicle loan a Bill of Sale was executed in favour of the Plaintiff over a 2001 Ford Explorer motor vehicle ("the Vehicle"), with fully comprehensive insurance, owned by the Defendant and Sharon Welcome.
6. The Loan was repayable over 6 years at the rate of CI\$490.00 per month, commencing on 30 April 2001. Pursuant to the Loan Agreement, interest would be charged at the rate of 9.5% per annum discounted. The true rate of interest on the loan was 16.21%.
7. Pursuant to the Loan Agreement the Defendant and Sharon Welcome would reimburse the Plaintiff for all expenses (including legal expenses and bailiff commission) incurred by the Plaintiff in connection with suing for or recovering any sums due to the Plaintiff under the Loan.
8. Due to the passage of Hurricane Ivan the Vehicle was severely damaged. The Defendant and Sharon Welcome stated that a claim was sent to the insurance company 3 months after the passage of Hurricane Ivan but were informed by the insurance company that their claim was too late. The Vehicle was subsequently sold for CI\$2,500.00 and the funds applied to the Loan account on 14 March 2006.
9. The Defendant and Sharon Welcome failed to repay the Loan in accordance with the terms agreed.

10. By a letter dated 28 September 2006, the Plaintiff's attorney made a written demand for repayment of the Loan but the Defendant and Sharon Welcome failed to repay the whole or any part of the amount outstanding.
11. On 12 January 2007 the Plaintiff issued a Writ of Summons against the Defendant and Sharon Welcome (Cause No. 22 of 2007). Default judgment was entered against Sharon Welcome on 10 September 2007. The Plaintiff's attorney instructed process servers to serve the Writ on the Defendant, but service was not effected on the Defendant in time and the Writ expired.
12. As at 21 May 2008, the Defendant was indebted to the Plaintiff in respect of the Loan in the sum of CI \$ 28,167.60 with interest accruing at the rate of CI \$ 6.62 per diem.

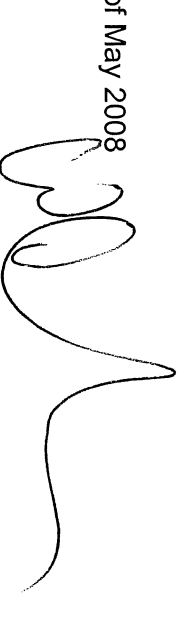
**AND THE PLAINTIFF CLAIMS:**

- (a) Payment of the said sum of CI\$ 28,167.60 outstanding on the Loan made up as follows;

Principal:	CI\$14,918.26
Interest:	CI\$ 12,897.34
Late Charges:	CI\$ 352.00
Total:	CI\$ 28,167.60

- (b) Interest pursuant to the Loan from 22 May 2008 accruing at the rate of CI\$ 6.62 per diem until payment, or alternatively judicial interest;
- (c) Ad valorem fees of CI\$364.51;
- (d) Costs; and
- (e) Further and other relief.

DATED this            day of May 2008

  
\_\_\_\_\_  
WALKERS

**ATTORNEYS AT LAW FOR THE PLAINTIFF**

This Writ is issued by Walkers, Attorneys at Law, Walker House, 87 Mary Street, George Town, Grand Cayman KY1-9001, for the Plaintiff whose address for service is care of its said Attorneys at Law.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: OF 2008

BETWEEN: FIRSTCARIBBEAN INTERNATIONAL BANK PLAINTIFF  
(CAYMAN) LIMITED

AND: JOSEPH WELCOME 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 Delay may result in judgment being entered directions and notes for guidance carefully against a Defendant whereby he may have to before completing this form. If any information pay the costs of applying to set it aside. required is omitted or given wrongly, **THIS FORM MAY HAVE TO BE RETURNED.**

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

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

yes  no

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3. 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

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

Walkers  
Attorneys at Law  
PO Box 265GT  
Walker House, Mary Street  
George Town, Grand Cayman  
Ref: F1757-60623

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 Courts Office, PO Box 495GT, 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 instalments or otherwise.

**See over 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 litem*.
8. A Defendant acting in person may obtain help in completing the form at the Court's office.