

IN THE GRAND COURT OF THE CAYMAN ISLANDS

G10301  
CAUSE NO OF 2008

BETWEEN: ROYAL BANK OF CANADA PLAINTIFF

AND: ANSEL GRAHAM RECORD DEFENDANT

WRIT OF SUMMONS

TO THE DEFENDANT:

Mr. Ansel Graham Record  
P. O. Box 1689 GT  
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, 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 24 day of June 2008.

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 is a Cayman Island Class "A" Licensed bank ("the Bank"), duly authorized under the laws of the Cayman Islands to, *inter alia*, offer retail facilities to its customers.
2. The Defendant was at all material times a resident in the Cayman Islands and a customer of the Bank. The Defendant currently resides in the United States.
3. Following the Defendant's request for a loan, on 30 June 2006 the Defendant signed a personal guarantee where the Defendant promised to pay to the Bank on demand the sum of CI\$52,500.00 with interest thereon calculated and payable monthly at a rate of 11% per annum ("the Personal Guarantee"). The Personal Guarantee also provided that costs, charges and expenses may be claimed for the recovery of the monies due to the Bank.
4. Upon signing the Personal Guarantee, a loan was extended and established in a loan account, account number 3331974 ("Loan Account").
5. Payment under the terms of the Personal Guarantee and Loan Account fell into arrears and on 11 September 2007 the Bank, through its attorneys, made formal demand for the immediate payment of the total amount outstanding, together with accrued interest to the date of payment.
6. By the Bank's attorney's letter, dated 11 September 2007, notice and demand to pay the outstanding sum under the Personal Guarantee and Loan Account was made. No payments have been received from the Defendant.
7. On, or around, 7 January 2008 the Defendant contacted the Bank's attorney stating the following:

*"Sorry for taking so long in getting back to you on the information requested."*

*Because of security reasons i cant disclosed a current mailing adress in the US.*

*My local PO Box # is 1689 GT.*

*Whatever package you got for me , A copy can be served on my Attorney. Anthony Akiwumi at Stuarts.*

*Also please make sure a copy is served on the Commissioner's Secetary Gail Dargan at Police HQ.*

*Am not even sure what my job title is. Am faced with a very diffult situation which caused me to leave the Islands 3 years ago. Its a job related matter which caused my whole family and I had to relocate.*

*Please can you make a special effort to have those copies served on my Attorney's office and the Commissioner's Sect. today or tomorrow. Reasons are i will be in the Island for a breif visit and meeting. I will also be stoppinng at your office to see you , so whatever paper work you got for me , i can receive them personally .*

*Thanks much and see you soon.*

*Ansel''*

8. Since this emailed correspondence the Defendant has not contacted the Bank, nor its attorneys, and has failed, refused and/or neglected to pay the amount due to the Bank in respect of the Personal Guarantee and Loan Account.
9. As at 24 June 2008, the debt outstanding under the Personal Guarantee and Loan Account amounts to CI\$43,340:38, with interest of CI\$2,318.29 and late charges of CI\$175.00. Interest on the Current Account accrues at the rate of CI\$13.97 per day.
10. The Bank is therefore entitled to and claims interest on the Promissory Note and Loan Account.

#### **STATEMENT REGARDING INTEREST**

10.1. Interest calculations on the Promissory Note and Loan Account (no. 3331974):

- (i) Interest calculated on the account at 11% per annum.

(ii) As at 24 June 2008, total interest accrued amounts to CI\$2,318.29.

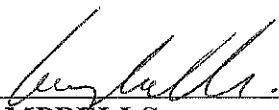
(iii) Interest continues to accrue at the daily rate of CI\$13.97 until payment.

(iv) Late charges of CI\$175.00.

**AND THE PLAINTIFF CLAIMS:**

1. The sum of CI\$43,340.38;
2. Interest to 24 June 2008 on the Promissory Note and Loan Account totaling CI\$2,318.29, accruing thereafter at the daily rate of CI\$13.97 until payment;
3. Late charges of CI\$175.00;
4. Costs; and
5. Such further and/or other relief as this Honourable Court deems appropriate.

If within the time for returning the acknowledgment of service the Defendant pays the total amount claimed of CI\$43,340.38, plus interest, late fees and costs, further proceedings will be stayed. The funds must be paid to the Plaintiff, or its attorney.

  
\_\_\_\_\_  
**CAMPBELLS**  
**Attorneys-at-Law for the Plaintiff**

BETWEEN ROYAL BANK OF CANADA PLAINTIFF  
 AND ANSEL GRAHAM RECORD 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.

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

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

Yes

No

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

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 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 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 & Co.  
Attorneys-at-Law  
P.O. Box 884 GT  
Fourth Floor  
Scotia Centre  
George Town, Grand Cayman  
Ref: JRM/BJH/12908

*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.