



IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 75 OF 2021

BETWEEN: RBC ROYAL BANK (CAYMAN) LIMITED PLAINTIFF

AND: FRITZ ALBERTH MCPHERSON DEFENDANT

WRIT OF SUMMONS

TO: Fritz Alberth McPherson
76-1 Breezy Way GT
PO Box 57 GT
Grand Cayman KY1-1101
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 495, George Town, Grand Cayman KY1-1106, 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 23rd day of April 2021.

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 Islands Class "A" Licensed bank ("**the Bank**"), duly authorised under the laws of the Cayman Islands to, inter alia, offer retail banking facilities to its customers.
2. The Defendant is an individual who at all material times was a resident in the Cayman Islands and a customer of the Bank.
3. Following the Defendant's request for a personal loan on or about 20 March 2015, the Defendant signed a Promissory Note where he promised to pay the bank on demand the sum of CI\$67,000.00 with interest thereon calculated and payable monthly to a rate equal to the Cayman Islands Prime Interest rate per annum in effect from time to time ("**the Promissory Note**").
4. Thereafter the Defendant left the employ of the Bank, and the rate at which interest is calculated on the Loan changed to the Cayman Islands Prime Interest rate per annum in effect from time to time plus 2.75%.
5. Upon signing the Promissory Note, a loan was advanced to the Defendant in the sum of CI\$67,000.00 and established in a loan account, account number 06975 3318479 ("**the Loan Account**").
6. On or around August 2016, the Defendant used the funds in the Loan Account to purchase a vehicle described as a Black 2016 Audi A7 ("**the Vehicle**"). The Bank's interest in the Vehicle was secured by way of a Chattel Mortgage dated 16 August 2016 ("**the Chattel Mortgage**").
7. On or around 20 April 2019, the Defendant defaulted on his monthly payments under the terms of the Promissory Note. Subsequently, the Defendant's Loan Account went into arrears, and on or around 9 May 2019 the Bank exercised its rights under the Chattel Mortgage and the Vehicle was repossessed by the Bank's agents. To date the Vehicle has not been sold.
8. No payments have been received from the Defendant since 20 March 2019 in relation to the Loan Account. Accordingly on 16 July 2020, and 16 December 2020, the Bank, through its attorneys, made formal demand for the immediate payment of the total amount

outstanding under the Promissory Note, together with accrued interest to the date of payment.

9. It was a provision of the Chattel Mortgage that the Defendant would pay all reasonable lawyers' costs and other costs and expenses incurred by the Plaintiff protecting and enforcing its rights under the agreement. Accordingly the Plaintiff is entitled to, and does, claim its costs on an indemnity basis.
10. As at 23 April 2021, the amount due under the Loan Account totalled CI\$58,110.88, including interest of CI\$9,466.39, with interest accruing at a daily rate of CI\$6.68.

Principle as at 30 March 2021		(A) CI\$40,644.49
Interest as at 30 March 2021		(B) CI\$9,312.75
CREs as at 30 March 2021		(C) CI\$8,000.00
Daily Rate	(A X 6%/365)	(D) CI\$6.68
Interest since 30 March 2021	(D X 23)	(E) CI\$153.64
Total due as at 23 April 2021	(A + B + C + E)	CI\$58,110.88

11. The Bank is entitled to, and does, claim interest on the Loan.

STATEMENT REGARDING INTEREST

- 11.1. The Plaintiff is entitled to and claims interest on the total amounts outstanding under the Loan Account.
- 11.2. The agreed rate of interest in respect of the Loan Account was 6.00% per annum.
- 11.3. Interest was payable from 20 March 2015, which was the date in which the Loan Account was established.
- 11.4. The total amount of interest claimed from 30 March 2021 to the date of this Writ is CI\$153.64. The amount of interest accruing each day thereafter is CI\$6.68.
- 11.5. Alternatively the Plaintiffs seeks interest on the debt pursuant to section 34(1) of the Judicature Act (2021 Revision) from and to such dates, and in such amounts, and at such rates, as this honourable Court thinks just.

AND THE PLAINTIFF claims:

1. The sum of CI\$57,957.24 in relation to the Loan Account;
2. Interest from 30 March 2021 to 23 April 2021 on the Loan Account totalling CI\$153.64, and accruing thereafter at the daily rate of CI\$6.68 until payment;
3. Costs on an indemnity basis; and
4. Such further and/or other relief as this Honourable Court deems appropriate.

If, within the time for returning the Acknowledgment of Service, the Defendants pay the total amount claimed of **CI\$58,110.88** plus further accruing interest and costs further proceedings will be stayed. The money must be paid to the Plaintiff or its Attorney.



CAMPBELLS

Attorneys-at-Law for the Plaintiff

23 April 2021

BETWEEN: RBC ROYAL BANK (CAYMAN) LIMITED **PLAINTIFF**

AND: FRITZ ALBERTH MCPHERSON **DEFENDANT**

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

2. State whether the Defendant intends to contest the proceedings (tick 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 no

Service of the Writ is acknowledged accordingly

(Signed).....

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

**Campbells
4th Floor Willow House
Cricket Square
George Town
Grand Cayman KY1-9010
(Ref: DR/13460-33378)**

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 495G, 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 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 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 Courts Office.