



THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. OF 2022

BETWEEN: JAMES AKINWUNMI PLAINTIFF

AND: ANTHONY SEBASTIAN AKIWUMI DEFENDANT

WRIT OF SUMMONS

TO: ANTHONY AKIWUMI of, P.O. Box 2510, Grand Cayman KY1-1104, 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 Courts Office, P.O. Box 495 G, 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 22nd day of September, 2022.

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.

This Writ of Summons and Statement of Claim was issued by Waide DaCosta, LLB, Attorney-at-Law for the Plaintiff whose address for service is Unit #1, Eucalyptus Building, Shedden Road, George Town, P.O. Box 591, Grand Cayman KY1-1502, Cayman Islands.

STATEMENT OF CLAIM

1. The Plaintiff is a private person and residing in the Cayman Islands.
2. The Plaintiff claims the sum of KYD 80,000.00 being a bridging loan to the Defendant and advanced on 21st June, 2022 by way of electronic transfer to the Defendant.
3. The Plaintiff and Defendant entered into a verbal agreement on or about June, 2022 followed up by written confirmation by way of text messages confirming the amount of the loan and the date for repayment.
4. The Defendant confirmed to the Plaintiff that his loan had been approved but he required a bridging loan and therefore asked for the Plaintiff's assistance in June 2022. He also confirmed that he would be able to repay the loan within two weeks that is on or before 6th July, 2022 and failing this, by 24th July, 2022 at the latest.
5. The Plaintiff stressed that due to his own contractual, professional and domestic obligations, this money had already been assigned, and that I could not assisted without a guarantee that this will be paid ideally on or around [10th] July, 2022 or latest the final agreed date of 24th July, 2022, in full, with a part payment not being acceptable.
6. The Plaintiff also stressed the financial penalties and reputational damage he will incur if this deadline is not met, therefore, if there was any doubt with the repayment date he could not help with the bridging loan.
7. The Defendant accepted these conditions as set out in paragraph 5 above. The Plaintiff again gave his assurance to repay within two weeks so the Plaintiff proceeded to transfer funds to the Defendant's account.
8. In breach of the agreement the Defendant failed to repay the indebtedness to the Plaintiff on the agreed date of 6th July, 2022 and the extended repayment date of 24th July, 2022.
9. The Defendant avoided contact with the Plaintiff thereafter forcing the Plaintiff to employ various means to contact the Defendant to collect the indebtedness. The Plaintiff eventually reached him by telephone and despite the Defendant's written assurances that the monies were to be repaid within six to eight weeks i.e. on or before 30th August, 2022 the indebtedness remains due, owing and payable.

10. The Plaintiff did not agree to an extension of time beyond 24th July 2022 for the Defendant to repay the indebtedness. The Defendant continues to be in breach of the loan agreement and no payments have been received by the Plaintiff from the Defendant as at the date of this Writ.

AND the Plaintiff claims:

- (1) The sum of KYD 80,000.00 with respect to the balance of the principal amount;
- (2) Interest on all sums due found to the Plaintiff pursuant to Judicature Act (2021 Revision as read with twelfth schedule, Judgment Debts (Rates of Interest) Rules (2021 Revision) at the rate of 2 3/8% until the indebtedness is repaid in full.
- (3) Costs.
- (4) Such Further or other relief as may be deemed just by this Honourable Court.

Dated this 22nd day of September, 2022



Waide DaCosta
Attorney-at-Law for the Plaintiff

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. OF 2022

BETWEEN: JAMES AKINWUNMI PLAINTIFF

AND: ANTHONY SEBASTIAN AKIWUMI 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 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 of Summons 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)

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yes

no

Service of the Writ is acknowledged accordingly

Attorney-at-Law, on behalf of the Defendant

This Writ of Summons and Statement of Claim was issued by Waide DaCosta, LLB, Attorney-at-Law for the Plaintiff whose address for service is Unit #1, Eucalyptus Building, Shedden Road, George Town, P.O. Box 591, Grand Cayman KY1-1502, Cayman Islands.

Address for the Defendant:

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 be represented 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.

Endorsement by Plaintiff’s Attorney (or by Plaintiffs if suing in person) of his name, address and reference, if any, in the box below.

**Waide DaCosta
Attorney-at-Law
Unit #1, Eucalyptus Bldg.
Shedden Road, George Town
P.O. Box 591, Grand Cayman KY1-1502
CAYMAN ISLANDS**

Endorsement by Defendant’s Attorney (or by Defendant if suing in person) of his name, address and reference, if any, in the box below.

This Writ of Summons and Statement of Claim was issued by Waide DaCosta, LLB, Attorney-at-Law for the Plaintiff whose address for service is Unit #1, Eucalyptus Building, Shedden Road, George Town, P.O. Box 591, Grand Cayman KY1-1502, Cayman Islands.