



AND COURT OF THE CAYMAN ISLANDS

CAUSE NO. of 2025

**BETWEEN:**

**JAMES DUIVENBODE**

Plaintiff

**-AND-**

**ANTHONY AKIWUMI**

Defendant

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**WRIT OF SUMMONS**

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**TO:** Anthony Akiwumi  
69 Hinds Way, South Sound  
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 495, 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 23<sup>rd</sup> day of April 2025

**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

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**STATEMENT OF CLAIM**

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1. The Plaintiff is James Duivenbode, an individual residing at 2 Glenroy Avenue, Middle Cove, NSW, Australia.
2. The Defendant is Anthony Akiwumi, an individual residing in the Cayman Islands whose address is 69 Hinds Way, South Sound, Grand Cayman.
3. On or about 28 October 2022 the Plaintiff lent the Defendant US\$ 100,000 (the “**Loan**”). The Loan was secured by a Promissory Note executed by the Defendant on 28 October 2022 (the “**Promissory Note**”) containing, *inter alia*, the foregoing express terms:
  - a) The Loan that it would be repaid within 12 months;
  - b) That interest would accrue on the Loan in the amount of 10% per annum, and in the event of default 15% per annum;
  - c) That repayment of principal and interest would be by way of quarterly payments in January, April, July, and October 2023 thereby repaying all amounts in full.
4. The Defendant failed to make the quarterly payments as required by Promissory Note.
5. As a result of the Defendant’s default, the Plaintiff and Defendant entered into a Settlement Agreement on 13 March 2025 (the “**Settlement Agreement**”). The following were express terms of the Settlement Agreement:
  - a) The amount due from the Defendant to the Plaintiff as of 13 March 2025 was US\$ 120,000 in principal and interest (the “**Agreed Debt**”) and C\$ 11,000 in legal fees (the “**Legal Fees**”);
  - b) That interest continued to accrue on the Agreed Debt in the amount of US\$ 49.32 per day calculable from 31 January 2025 (the “**Interest**”) and would continue to accrue at that rate until the Agreed Debt and Interest was paid in full;
  - c) That the Plaintiff would provide the Defendant up until 30 April 2025 to pay the Agreed Debt provided the Legal Fees were paid before 30 March 2025;
  - d) That in the event that the Defendant failed to pay the Legal Fees by 30 March 2025:

- i. All amounts under the Settlement Agreement would become immediately due and owing and Interest would continue to accrue; and
  - ii. The Defendant would be required to pay the Plaintiff's legal costs on an indemnity basis all costs related to any enforcement proceedings.
6. The Defendant failed to pay the Legal Fees on or before 30 March 2025. The Defendant made a single payment of CI\$3,500. No further payments have been made, and the Defendant remains in default.
7. As a result of the Defendant's default, the Agreed Debt, Legal Fees and Interest became immediately due and owing.
8. By reason of the Defendant's breach of the Settlement Agreement, the Plaintiff has suffered loss and damage. The Plaintiff claims the following:
  - a) The Agreed Debt in the amount of US\$ 120,000;
  - b) The amount outstanding for the Legal Fees in the amount of CI\$ 7,500;
  - c) Interest in the amount of US\$ 4,093.56 as of the date of filing (23 April 2025) and continuing to increase in accordance with the terms of the Settlement Agreement at the daily rate of US\$ 49.32;
  - d) In accordance with the terms of the Settlement Agreement the Plaintiff's legal costs on the indemnity basis, including but not limited to the costs of these proceedings.

**AND THE PLAINTIFF CLAIMS:**

1. US\$ 120,000 being the Agreed Debt;
2. CI\$ 7,500 being the balance of the Legal Fees;
3. Contractual interest in the amount of US\$ 4,093.56 as of 23 April 2025 and continuing to increase at the rate of US\$ 49.32 per day; Alternatively, Pre and post judgment interest pursuant to the Judicature Act (2021 Revision) and the Judgment Debts (Rates of Interest) Rules 2021;
4. Costs on the indemnity basis pursuant to the terms of the Settlement Agreement; alternatively, costs.

2. Such further and other relief as the Court thinks fit.

Dated this 23rd day of April 2025

*Broadhurst*

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**BROADHURST LLC**

Attorneys-at-Law for the Plaintiff

This Writ of Summons and Statement of Claim is issued by Broadhurst LLC, Attorneys-at-law for the Plaintiff, whose address for service is 4<sup>th</sup> Floor Monaco Towers, 54 Edward Street, George Town, Grand Cayman KY1-1104, Cayman Islands.

**INDORSEMENT**

1. Contractual Interest: Interest is claimed in the amount of US\$4,093.56 as of 23 April 2025, calculated at the daily rate of US\$49.32 from 31 January 2025, pursuant to the terms of the Settlement Agreement.
2. Statutory Interest: Alternatively, interest is claimed pursuant to the Judicature Act (2021 Revision) and the Judgment Debts (Rates of Interest) Rules (2021 Revision) at the rate of  $2\frac{3}{8}\%$  per annum on the principal sum of US\$120,000, amounting to US\$713.70 as of 23 April 2025, and continuing to accrue at a daily rate of US\$7.82.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. of 2025

BETWEEN:

JAMES DUIVENBODE

Plaintiff

-AND-

ANTHONY AKIWUMI

Defendant

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**ACKNOWLEDGEMENT OF SERVICE  
OF WRIT OF SUMMONS**

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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.*

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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 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 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 Plaintiff if suing in person) of his name, address and reference, if any, in the box below.*

**BROADHURST LLC.**  
4<sup>th</sup> Floor, Monaco Towers  
54 Edwards Street  
George Town  
Cayman Islands

*Endorsement by Defendants' Attorney (or by the 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.
2. After completion it must be delivered or sent by post to the Law Courts, P.O. Box 495G, George Town, Grand Cayman.
3. 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).
4. 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.
5. 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.
6. If the Defendant fails to serve his Defence within the appropriate time, the Plaintiff may enter judgment against him without further notice.
7. 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, he must complete the form 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 authorized 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, an Attorney acting for a guardian ad litem must complete the form.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.