

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 465 OF 2009

BETWEEN:

SANDRA LEA LEATHERMAN
as sole Executrix of The Estate of IDA ISOBEL BROWN (deceased)

Plaintiff

-AND-

MINARD PHILLIP HILL

Defendant

WRIT OF SUMMONS



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 28TH day of September 2009

NOTE – This Writ may not be served later than 4 calendar months (or, if leave is required to effect service out of 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.

6. On or about the 15th of September 2009 the Defendant owed the Plaintiff \$30,028.10 (the "Debt") under the Promissory Note. The Debt is comprised of principal of \$27,150.00 and interest of \$2,878.10.
7. The Plaintiff made demand for payment of the Debt by letter dated 15 September 2009 sent from the Plaintiff's attorneys to the Defendant.
8. The Defendant has failed or refused to pay the Debt.
9. In the circumstances the Plaintiff's claim is for principal of \$27,150.00; interest up until the date of demand, being 15 September 2009, of \$2,878.10; interest on principal and interest at the rate of 10% per annum continuing until all sums outstanding under the Promissory Note are paid in full; and costs on an indemnity basis.

AND THE PLAINTIFF CLAIMS:

- A. the Debt of \$27,150.00;
- B. interest in accordance with the terms of the Promissory Note as follows:
 - a. \$2,878.10 that accrued between 15 June 2008 and 15 September 2009;
 - b. interest on the principal and interest outstanding under the Promissory Note at the default interest rate of 10% per annum, compounding, from 15 September 2009 until the date of judgment;
 - c. interest on the principal and interest outstanding under the Promissory Note at the default interest rate of 10% per annum, compounding, from the date of judgment until full payment of the Judgment Debt and interest has been made;
- C. costs on an indemnity basis;
- D. such other relief as this Honourable Court sees fit.

Dated this 28th day of September 2009



BROADHURST LLC.

This Writ of Summons and Statement of Claim are issued by Broadhurst LLC., Attorneys-at-Law for the Plaintiff, whose address for service is P.O. Box 2503, Cayman Islands, KY1-1104, 40 Linwood Street, George Town, Grand Cayman, Cayman Islands, British West Indies.

INDORSEMENTS

LIQUIDATED DEBT OR DEMAND

The amount claimed in respect of the liquidated debt or demand is \$30,028.10 and is made up as follows:

Principal:	\$27,150.00
Interest:	\$2,878.10

The amount claimed in respect of costs is \$4,371.50 and is made up as follows:

Legal Fees:	\$3,750.00
Service of Letter of Demand:	\$125.00
Filing Fee for Writ of Summons:	\$200.00
<i>Ad Valorem</i> Fee:	\$171.50
Service of Writ of Summons:	\$125.00

If, within the time allowed to return the acknowledgement of service, the Defendant pays the Plaintiff or its attorneys-at-law \$34,399.60 being the total amount claimed in principal, interest and costs, further proceedings will be stayed.

INTEREST

Compound interest is claimed at the ordinary rate of 5% per annum and the default rate of 10% per annum pursuant to the Promissory Note signed by the Defendant and dated 15 July 2008.

Interest began to accrue under the Promissory Note on 15 July 2008. As at the date of demand, being 15 September 2009, the total interest claimed was \$2,878.10. Interest is continuing to accrue at the daily rates recorded in the attached schedule.

CAPACITY

The Plaintiff is suing in her capacity as sole Executrix of the Estate of Ida Isobel Brown.

SCHEDULE

Date	Debit	Credit	Interest Rate	Interest per day	Interest for payment period	Total Interest Charged	Balance
15-Jul-08	\$29,650.00	\$500.00	5.00%	\$3.99	\$123.79	\$123.79	\$29,273.79
15-Aug-08	\$29,273.79	\$500.00	5.00%	\$3.94	\$122.19	\$245.98	\$28,895.98
15-Sep-08	\$28,895.98	\$500.00	5.00%	\$3.89	\$116.70	\$362.67	\$28,512.67
15-Oct-08	\$28,512.67	\$0.00	5.00%	\$3.91	\$121.08	\$483.75	\$28,633.75
15-Nov-08	\$28,633.75	\$1,000.00	5.00%	\$3.79	\$113.56	\$597.32	\$27,747.32
15-Dec-08	\$27,747.32	\$0.00	5.00%	\$3.80	\$117.83	\$715.15	\$27,865.15
15-Jan-09	\$27,865.15	\$0.00	10.00%	\$7.63	\$236.66	\$951.81	\$28,101.81
15-Feb-09	\$28,101.81	\$0.00	10.00%	\$7.70	\$215.58	\$1,167.39	\$28,317.39
15-Mar-09	\$28,317.39	\$0.00	10.00%	\$7.76	\$240.50	\$1,407.89	\$28,557.89
15-Apr-09	\$28,557.89	\$0.00	10.00%	\$7.82	\$234.72	\$1,642.61	\$28,792.61
15-May-09	\$28,792.61	\$0.00	10.00%	\$7.89	\$244.54	\$1,887.15	\$29,037.15
15-Jun-09	\$29,037.15	\$0.00	10.00%	\$7.96	\$238.66	\$2,125.82	\$29,275.82
15-Jul-09	\$29,275.82	\$0.00	10.00%	\$8.02	\$248.64	\$2,374.46	\$29,524.46
15-Aug-09	\$29,524.46	\$0.00	10.00%	\$8.09	\$250.76	\$2,625.22	\$29,775.22
15-Sep-09	\$29,775.22	\$0.00	10.00%	\$8.16	\$252.89	\$2,878.10	\$30,028.10
15-Oct-09	\$30,028.10	\$0.00	10.00%	\$8.23	\$255.03	\$3,133.13	\$30,283.13
15-Nov-09	\$30,283.13	\$0.00	10.00%	\$8.30	\$248.90	\$3,382.04	\$30,532.04
15-Dec-09	\$30,532.04	\$0.00	10.00%	\$8.36	\$259.31	\$3,641.35	\$30,791.35
15-Jan-10	\$30,791.35	\$0.00	10.00%	\$8.44	\$261.52	\$3,902.86	\$31,052.86
15-Feb-10	\$31,052.86	\$0.00	10.00%	\$8.51	\$263.74	\$4,166.60	\$31,316.60
15-Mar-10	\$31,316.60	\$0.00	10.00%	\$8.58	\$265.98	\$4,432.58	\$31,582.58
15-Apr-10	\$31,582.58	\$0.00	10.00%	\$8.65	\$259.58	\$4,692.16	\$31,842.16

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SANDRA LEA LEATHERMAN
as sole Executrix of The Estate of IDA ISOBEL BROWN

Plaintiff

-AND-

MINARD PHILLIP HILL

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.

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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.

 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 []
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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.
ATTORNEYS-AT-LAW
40 LINWOOD STREET,
GEORGE TOWN,
PO BOX 2503
CAYMAN ISLANDS, KY1-1104

Endorsement 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 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.