

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 119 OF 2010

BETWEEN: PETER CAMPBELL

PLAINTIFF

AND: DELROY HOWELL

DEFENDANT



WRIT OF SUMMONS



To: Delroy Howell  
29 Elgin Avenue  
P.O. Box 1468  
George Town  
Grand Cayman, KY1-1110  
Cayman Islands

**THIS WRIT OF SUMMONS** has been issued against you by the above-named Plaintiff of c/o Campbells, 4<sup>th</sup> Floor, Scotia Centre, George Town, Grand Cayman in respect of the claim set out in 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, PO Box 495, Grand Cayman, KY1-1106, Cayman Islands, the accompanying Acknowledgement within the time stated, or if you return the Acknowledgement, 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 day of March 2010

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 of Acknowledgment for Service are given with accompanying form.

## **GENERAL INDORSEMENT**

The Plaintiff's claim is for:

1. The Plaintiff is, and was, at all material times a resident of the Cayman Islands. The Defendant is, and was, at all material times a resident of the Cayman Islands.
2. On or about 12<sup>th</sup> September 2009, at the request of the Defendant, the Plaintiff agreed to advance the Defendant a loan in the sum of C\$723,525.00 ("the loan"). The Plaintiff and the Defendant agreed terms of the loan as recorded in a commitment letter signed by the Defendant on 12<sup>th</sup> September 2009.
3. Pursuant to a term of the loan, the Defendant signed a promissory note ("the promissory note"), whereby the Defendant agreed to pay to the Plaintiff on demand all sums due under the loan together with interest thereon at the rate of Scotiabank & Trust (Cayman) Ltd.'s prime lending rate flat for Cayman Islands Dollar loans from time to time.
4. By letter from his attorneys dated 22<sup>nd</sup> February 2010, the Plaintiff demanded repayment of the loan, together with accrued interest to the date of repayment.
5. Despite demand, the Defendant has failed, refused and/or neglected to pay the amount due in respect of the loan.
6. The Plaintiff is therefore entitled to and claims interest on the loan.

### **AND THE PLAINTIFF CLAIMS:**

1. Judgment in the sum of C\$723,525.00;
2. Interest pursuant to the promissory note until payment;

3. Pre and post judgment interest pursuant to section 34(1) of the Judicature Law (1995 Revision);
4. Costs;
5. Such further and/or other relief.

If within the time for returning the acknowledgment of service the Defendant pays the total amount claimed of CI\$723,525.00, plus interest from 4<sup>th</sup> March 2010, plus fees of CI\$10,384.00, further proceedings will be stayed. The funds must be paid to the Plaintiff's attorneys.



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

**THIS WRIT** was issued by Campbells, Attorneys-at-Law for the Plaintiff, whose address for service is Fourth Floor, Scotia Centre, George Town, Grand Cayman, KY1-1103, Grand Cayman Tel: 949 2648 Fax: 949 8613 (Ref: STM/gh/ 17039)

## 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.

BETWEEN: PETER CAMPBELL

PLAINTIFF

AND: DELROY HOWELL

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 the Defendants whereby they 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

Service of the Writ is acknowledged accordingly

(Signed) .....

[Attorney] for

[Defendant in person]

Address for service:

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 .  
Attorneys-at-Law  
P.O. Box 884  
Fourth Floor  
Scotia Centre  
George Town,  
Grand Cayman KY1-1103  
Cayman Islands  
Ref: STM/gh/17039

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