

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 159 of 2011

BETWEEN:

GEORGE RUPERT MOXAM

PLAINTIFF

AND:

KATHERINE WAGNER-CRAIG

DEFENDANT

WRIT OF SUMMONS



TO: KATHERINE WAGNER-CRAIG of P.O. Box 798, Grand Cayman, KY1-1103, 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            day of May 2011.

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. Pursuant to an oral agreement dated about January 2003 the Plaintiff advanced to the Defendant the sum of CI\$ 100,000. By a further oral agreement dated on or about 4 December 2005, the Plaintiff advanced a further sum of CI\$ 100,000 to the Defendant. It was agreed between the parties that the Defendant would hold the monies advanced to her pursuant to the oral agreements (“**Monies**”) to the Plaintiff’s order, and would apply such Monies in the Plaintiff’s interest in the event of his illness or other incapacity.
2. By a further agreement dated on or before 30 July 2007 the Plaintiff and the Defendant agreed that the Monies or a part thereof should be applied in the development by the Defendant of property at George Town, Block 20B, Parcel 403 (“**Property**”). By letter dated 30 July 2007 the Plaintiff gave notice to the Defendant’s bankers of his interest in the Property.
3. By a written agreement dated 30 June 2009 (“**Purchase Contract**”) the Plaintiff and the Defendant formalised the agreement for the Plaintiff’s acquisition of an apartment in the Property for the price of CI\$ 160,000, of which CI\$16,000 was stated to be payable forthwith and the balance on completion.
4. In or about January 2010 the Plaintiff orally demanded repayment of the Monies, and the Defendant repaid the sum of CI\$ 100,000 by instalments as follows, leaving a balance of CI\$ 100,000 outstanding:

8 February 2010	CI\$ 25,000
8 April 2010	CI\$ 10,000
1 June 2010	CI\$ 40,000
7 September 2010	CI\$ 25,000
Total:	CI\$ 100,000

5. The Plaintiff avers from the Plaintiff’s demand for payment and the Defendant’s subsequent repayment in part that the Purchase Contract was rescinded by consent between the parties in or about January 2010.
6. By a letter from his attorneys dated 21 January 2011 the Plaintiff demanded repayment of the balance of the Monies. By a further letter from his attorneys dated 1 March 2011 the Plaintiff gave notice of rescission of the Purchase Contract and made a further demand for repayment of the balance of the Monies.
7. At a subsequent meeting between the Plaintiff and Defendant the Defendant made an oral offer to repay the balance of the Monies by no later than the end of April 2011, but has failed to do so.
8. The Plaintiff is entitled to and claims interest pursuant to section 34 of the Judicature Law (2007 Revision) at such rate and for such period as the Court thinks fit.

### AND THE PLAINTIFF CLAIMS:

- (1) The said sum of CI\$ 100,000 (One hundred thousand Cayman Islands dollars);
- (2) Interest as aforesaid in the sum of CI\$ 6,180.08 from 8 February 2010 up to 3 May 2011 (calculated at 5% up to 31 October 2010 and 2.375% thereafter) and continuing to accrue at a rate of 2.375% making a daily rate of CI\$ 6.51;

(3) Further or other relief;

(4) Costs.

Higgs & Johnson  
Higgs & Johnson  
Attorneys-at-Law for the Plaintiff

THIS WRIT was issued by Higgs & Johnson, Attorneys-at-Law, whose address for service is PO Box 866, 5<sup>th</sup> Floor, Anderson Square Building, Shedden Road, George Town, Grand Cayman, KY1-1103, Cayman Islands.