

THE GRAND COURT OF THE CAYMAN ISLANDS

CIVIL DIVISION

BETWEEN:

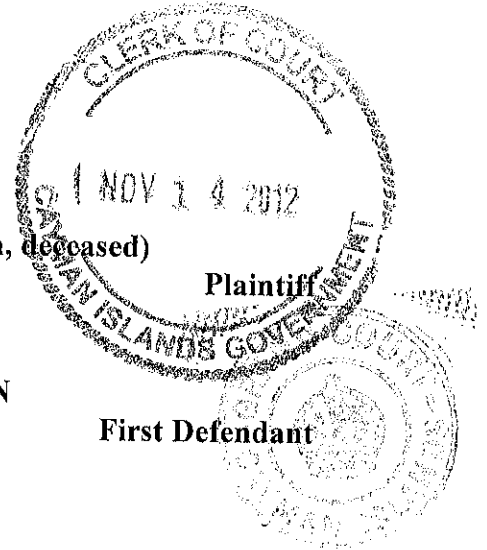
SUSAN C YEE
(widow and executrix of Richard Douglas Martin, deceased)

And

PATRICK RAMON BROOKS-DIXON

And

VICTORIA JANE BANKS



Plaintiff

First Defendant

Second Defendant

WRIT OF SUMMONS

TO THE DEFENDANTS:

PATRICK RAMON BROOKS-DIXON of P.O. Box 1643, Grand Cayman KY1-1109, Cayman Islands c/o H.M. Northward Prison, Northward Road, Bodden Town, Grand Cayman

and

VICTORIA JANE BANKS of P.O. Box 1643, Grand Cayman KY1-1109, Cayman Islands c/o 14 Rosemont Close, George Town, Grand Cayman and/or 63 Lakeside Villas, Esterley Tibbetts Highway, George Town, Grand Cayman

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of the claim set out of 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 495G, 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 14th day of November 2012.

NOTES:

1. 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.
2. It is intended that applications will be made to the Grand Court for leave to serve those Defendants which are out of the jurisdiction.

IMPORTANT

Directions for Acknowledgment of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. The Plaintiff brings this action as the executrix of Richard Douglas Martin, deceased [the Deceased] on behalf of the estate of the Deceased and on her own behalf as a Dependant of the Deceased, and on behalf of the other Dependents of the Deceased named in paragraph 9 below pursuant to the Torts (Reform) Law (1996 Revision).
2. Probate and Letters Testamentary on the Estate of the Deceased, who died on 30 November 2011, were granted to the Plaintiff by the Register of Wills in the County of Northampton, Pennsylvania on 14 December 2011 and re-sealed by the Grand Court of the Cayman Islands on 30 May 2012.
3. In the early hours of 30 November 2011, a collision occurred on Esterley Tibbetts Highway in the vicinity of Lakeside Villas, Grand Cayman, between a Honda Logo vehicle, registration number 142-431, owned and driven by the Deceased and a Chevrolet Trailblazer vehicle, registration number 132-916, driven by the First Defendant and in which the Second Defendant, who was the owner of the same vehicle, was the front seat passenger.
4. The collision occurred when the Honda was in the driveway entrance to Lakeside Villas; the Chevrolet, which was being driven south from Camana Bay, left its proper southbound lane, went across the northbound lane, went onto the grass verge and travelled about 300 feet during which time it collided with several small trees and a metal sign post and destroyed 2 medium sized palm trees before colliding with the Honda. The force of the impact was such that after collision the vehicles travelled approximately 250 feet before coming to rest. As a result of the collision, the Deceased suffered fatal injuries.

5. The collision and the Deceased's fatal injuries sustained therein were caused by the negligence of the First Defendant in that he:-
- (i) Drove too fast, and probably at a speed in excess of 105 mph;
 - (ii) Failed to keep a proper look out and/or maintain his course on the southbound carriageway of Esterley Tibbetts Highway, and in particular the left and bend thereon approaching Lakeside Villas;
 - (iii) Caused or permitted the Chevrolet to travel, alternatively drove the Chevrolet, as described in paragraph 4 above; the Plaintiff will, as necessary refer to paragraphs 4 to 12 of the sentencing remarks of the Honourable Mr Justice Williams delivered to the First Defendant when sending him to prison on 31 May 2012;
 - (iv) Drove, or attempted to drive the Chevrolet when, as he well knew, or ought to have known, his ability to do so was impaired by his consumption of alcohol; the Plaintiff will rely upon the fact that when, following the First Defendant's arrest after the collision, his blood/alcohol level was measured, it was found to be 173mg alcohol in 100ml blood;
 - (v) Failed to manage or control the Chevrolet properly or at all;
 - (vi) Failed to slow down, brake or stop in time or at all;
 - (vii) Failed to steer, swerve or otherwise manage or control the Chevrolet so as to avoid colliding with the Honda.

6. On or before the 25 May 2012, in the Grand Court of the Cayman Islands, the First Defendant, on his plea of guilty, was convicted of the offence of causing death by dangerous driving wherefore, on 31 May 2012, he was sentenced to a term of imprisonment of 3 years. The Plaintiff will rely upon such plea and conviction as evidence of the First Defendant's negligence herein.

7. At the material time, the First Defendant was driving as the agent of the Second Defendant, in support of which the Plaintiff will rely upon the following facts and matters:-
 - (i) The Second Defendant was the owner of the Chevrolet; with effect from 14 October 2011 she had effected, or purported to effect, a policy of insurance pursuant to the Motor Vehicles Insurance (Third Party Risks) Law in respect of the Chevrolet in which she was the policy holder and the First Defendant, who was her husband, was a named driver;

 - (ii) Prior to the accident, the Second Defendant had been in the company of the First Defendant watching football and drinking alcohol at the Buttonwood Bar and the journey home from the Bar, or otherwise, was for the Second Defendant's benefit and the Second Defendant caused or permitted the First Defendant to drive the Chevrolet therefor.

8. By reason of the matters set out in paragraph 7 above, the Second Defendant is vicariously liable for the negligent driving of the First Defendant.

9. By reason of the collision, the Deceased, who was born on 17 May 1959 and was aged 52, suffered fatal injuries and his estate and his dependants have suffered loss and damage.

PARTICULARS OF LOSS OF THE DECEASED'S ESTATE

- (1) The Deceased's Honda, which had a value of US\$5,600, was destroyed by the impact.
- (2) The Deceased's Tag Heuer watch, which had a value of US\$2,500, was damaged beyond repair.

PARTICULARS OF DEPENDENCY

The claim under the Torts (Reform) Law (1996 Revision) is brought on behalf of the following Dependents:-

- (i) The Plaintiff, who was born on 8 August 1960, and was aged 51 at the date of the Deceased's death, the widow of the Deceased;
- (ii) Zoe Yee Martin, who was born on 29 March 2005 and was aged 6 at the date of the Deceased's death, the daughter of the Deceased; and
- (iii) Kayla Yee Mulkern, who was born on 3 May 1996 and was aged 15 at the date of the Deceased's death, who treated the Deceased as her father.

The Deceased was a loving and dedicated husband and father. He obtained an honours degree in Nuclear Engineering from Penn State University and later graduated *summa cum laude* with a Masters degree and Science Doctorate in Engineering and Technology from Southern California University. He was a highly successful and serial entrepreneur specialising in global satellite applications for delivering telemedicine services and high performance network design and international infrastructure development.

Pecuniary Dependency

In April 1998, the Deceased commenced employment with the Plaintiff's company, Regional Network Communications, an internet media company as Director of Special Technology Initiatives.

At the end of 1999, Active Data Exchange Inc [Active Data] was formed by the Plaintiff to develop and distribute the technology assets of Regional Network Communications. The Plaintiff was, and remains, the Chief Executive Officer and beneficial owner of Active Data.

By an employment agreement dated 28 December 1999 the Deceased became, with immediate effect, an employee of Active Data as its Executive Vice President and Chief Information Officer. The principal duties of the Deceased were set out in Schedule A to his Employment Agreement a copy of which is annexed as **Schedule "A"** to this pleading.

The Deceased's basic salary was US\$120,000 per annum. In addition he had bonus opportunities of up to US\$150,000 together with stock options.

In 2001, the Deceased married the Plaintiff whereafter he was paid no salary by Active Data but provided essentially the same range of basic services to the Plaintiff and her business. The value of the Deceased's services after he ceased to be paid a salary was significantly in excess of those provided when he was a salaried employee. A résumé of the range of services provided to the Plaintiff and her business is annexed as **Schedule "B"** to this pleading.

In 2011 the Deceased enrolled at St Matthew's University School of Medicine to train to obtain a medical qualification to, among other things, develop the Plaintiff's business further and provide an alternative source of income for their family.

The long term plan was to build up the family assets and then be able to focus on the Deceased's vision to profit and share from his expertise in the growing demand for healthcare technology services.

The Deceased and Plaintiff agreed that a medical degree would accelerate the success of this initiative by establishing credibility with potential medical customers. It was acknowledged that the time away for the Deceased to obtain a medical degree would require a temporary sacrifice by both parties. However, during the university terms he remained closely involved with the administration and direction of Active Data.

The Deceased's intention, supported by the Plaintiff, was to obtain his clinical education and his residency at a nearby hospital which would enable him to continue to perform many of his duties at Active Data at a senior level. Upon obtaining his medical degree, the Deceased's intention was to build a successful healthcare technology product line with and for the benefit of the Plaintiff.

Prior to his employment by the Plaintiff's business, the Deceased had discussed his vision to build a healthcare technology business, InterMed, and the Plaintiff had agreed to work with the Deceased to pursue this vertical market at the appropriate time. The Deceased agreed to share the rights to the business concept with the Plaintiff and also provided a high level business plan to pursue at a later date.

The Deceased intended to build a financially successful healthcare practice that would then afford him the opportunity, ultimately, to assist underserved populations. The Plaintiff and the Deceased both understood that before any large scale community/volunteer service initiatives would commence, Active Data and the family's collective income and assets would need to be increased. To support his desire to be philanthropic, the Deceased understood that there was a minimum required threshold of financial success that needed to occur first. It was extremely

important that the Deceased felt useful to his family, and that he was not a burden but rather a valuable asset to the economic status of his family.

The understanding between the Plaintiff and the Deceased was that any asset owned by either would benefit the family jointly. The marital understanding between the Deceased and the Plaintiff cannot be overlooked as they lived their lives as partners in all aspects.

He was, and would have remained, a valued and committed architect of the Plaintiff's business.

The value of the Plaintiff's financial dependency upon the Deceased's services is not less than the median gross salary of a Chief Technology Officer which has been since the date of the Deceased's death, and would have remained, about US\$196,000 per annum. Alternatively, the value of the pecuniary dependency upon the Deceased as a medical practitioner, would have been of the same scale.

Non-pecuniary Dependency

In supplement of his financial support for the Plaintiff, the Deceased was a devoted, patient and supportive husband and totally committed to their family which, by the date of his death included Zoe as well as Kayla. The Deceased unconditionally applied his emotional energy and reserves and material resources to the greater good of his family. It was the mutual plan of the Plaintiff and the Deceased to enable her business to thrive and support a high standard of living for themselves and their family.

The Deceased provided to the Plaintiff unstinting emotional support and a great range of non-pecuniary services. A résumé of his non-pecuniary contribution is annexed as **Schedule "C"** to this pleading.

Zoe's particular dependence on her father was exemplified by the care and attention he personally gave to her upbringing; teaching her to read, ride a bike, swim, fish, ski, sail and many other accomplishments. He helped her develop academically, particularly in math and science. He transported her to activities such as violin and karate classes and excursions of every kind appealing to a child. He was, without reservation, dedicated to Zoe's well-being, education, and entertainment. There was nothing he would not do for his 'little girl' by providing for her, without reservation, as a loving and accomplished father. He would have continued to do so adapting his services to suit her evolving needs until she was through post graduate education.

Kayla's particular dependence on the Deceased was exemplified by the patience, care and attention he personally gave to her upbringing and in servicing the needs of a happy, talented and outgoing young teenager. These included: coaching her soccer team, assisting with homework, teaching her to ski, taking her jet skiing and on outings of every description to appeal to a teenage girl, and on trips and journeys to enable her to fulfil an active school, social and extracurricular activity schedule, attending the performances of music and theatre and providing for her, without reservation, as would a loving and accomplished father. He would have continued to do so adapting his services to suit her evolving needs until she was through post graduate education.

The Deceased's contribution to the lives of the Dependants is irreplaceable; the Deceased devoted at least 25 hours per week to the care of his Dependants. The commercial cost of such services would be not less than US\$1,125 per week (assuming an hourly rate of US\$45), or US\$58,500 per annum.


Further, and in any event the Plaintiff claims for the loss of intangible services rendered as either husband or father for each of his Dependants.

The funeral and associated expenses, claimed pursuant to Section 4(2) of the Torts (Reform) Law (1996 Revision), amounted to US\$83,083.24, particulars of which are served herewith in **Schedule "D"** attached to this pleading.

10. Further, the Plaintiff claims interest pursuant to Section 34 of the Judicature Law (2007) Revision at such rate and for such period as this Honourable Court deems just.

AND THE PLAINTIFF CLAIMS:-

1. Damages on behalf of the Estate of the Deceased.
2. Damages pursuant to the Torts (Reform) Law (1996 Revision).
3. Interest pursuant to the Judicature Law (2007 Revision) and the Grand Court Rules (1995 Revision).
4. Costs.
5. Such further or other relief as may be deemed just.



RITCH & CONOLLY
Attorneys-at-Law for the Plaintiff

THIS WRIT was issued by Ritch & Conolly, Attorneys-at-Law for the Plaintiff, whose address for service is P.O. Box 1994, 4th Floor, Queensgate House, South Church Street, George Town, Grand Cayman KY1-1104.

SCHEDULE "A"

JOB DESCRIPTION

Executive Vice President
Chief Information Officer

- a. research and develop new trends in the Internet and computer industry;
- b. provide consulting services to prospective and existing clients;
- c. create and manage internal and external written and verbal communications, including but not limited to proposals and legal agreements;
- d. develop and negotiate beneficial alliances for ADX's products and services;
- e. create and maintain realistic budgets and forecasts;
- f. research and learn new technology as appropriate;
- g. project management of new and existing product development to include, but not limited to, time tracking, team building, task assignment, quality control, time and financial budgets, prioritization of projects;
- h. increase sales;
- i. assisting in development of the business strategy of ADX;
- j. create and implement prospecting activities to include but not be limited to preparing and presenting speeches, and attending sales seminars and special events;
- k. accept and pursue speaking engagements and opportunities for publication of ADX products and services;
- l. ensure 24/7 maintenance of ADX internal and external networks, including all telecommunications services such as but not limited to telephone, paging, wireless, data and Internet access;
- m. management of technical personnel;
- n. oversight of Application Development;
- o. initiating and assisting in obtaining corporate financing;

- p. all other duties as reasonably required of an Executive Vice President and Chief Information Officer.

SCHEDULE "B"

RANGE OF SERVICES PROVIDED

Industry Status

The Deceased held positions in industry associations and on the board of directors that were unique to the Deceased's qualifications. Because of his education degrees and his experience, he was a member of the Chief Technology Club of New York, an exclusive club where only persons with the title of CTO or CIO were sponsored and invited by other members. This club allowed Active Data to have exposure to key decision makers as peers and potential customers. The Deceased held a position on the nominating committee of the American Registry of Internet Numbering (ARIN), where only qualified individuals were invited and where Active Data owns a valuable range of Internet Protocol addresses. The Deceased held credentials as a member of the W3C, SOAP standards committee, which was the authoring group of standards for Internet data transmission and communications.

He also served on the board of directors of IDEAlliance and was chair of the ICE authoring committee, another credential when establishing credibility with potential customers and industry leaders.

These positions and his institutional experience were used to establish credibility with large scale sales proposals and enterprise clients to show the expertise of key members of Active Data.

A typical description of the Deceased in a proposal was as follows:-

"Dr. Richard D. Martin, Executive VP and CTO, Founder – Sc.D., M.S. - Information and Technology Management, Southern California University; B.S. Nuclear Engineering, The Pennsylvania State University

"Dr. Martin holds more than 20 years experience in all key facets of business management, mergers and acquisitions and organizational development. He is a member of the Information and Content Exchange (ICE) Authoring Committee, which is writing the international protocols for information syndication across the web and other technologies. He serves as the corporate representative to W3C, the World Wide Web Consortium, which develops languages for the presentation of content on the web, such as HTML and XML. Previously, Dr. Martin was engaged as the Chief Operating Officer of a multinational subcontractor to a digital content delivery firm. He and his team developed and installed the first high-speed network to incorporate the homogenous transport of voice, data and video across multiple international boundaries. Responsibilities included strategic development, sales, product development, systems design and integration, and

development of intellectual property. Business services include the management of global information systems through the integration of hardware, software and telecommunications for data transport. Prior to that engagement, he was a value added reseller for numerous hardware and software products. He also ran a firm that was a recognized leader in nuclear analytical techniques and led the initiative to bring the firm to the public market. Graduating Summa cum laude with an MS in Technology Management/Doctor of Science in Engineering and Technology Management from Southern California University, and a BS in Nuclear Engineering from Penn State University. Dr. Richard Martin brings worldwide data transport, network security, and large scale system integration experience to Active Data Exchange and is responsible for our syndication technology development as we traverse inside firewalls, and external networks to move data across the web.

Chairman of the ICE2 specification committee; member of the XML Protocol Working Group; member of PRISM metadata standards group, board member of IDEAlliance, (International Digital Enterprise Alliance) a not-for-profit membership organization. Its mission is to advance user-driven, cross-industry solutions for all publishing and content-related processes by developing standards, fostering business alliances, and identifying best practices. IDEAlliance has been a leader in information technology since 1966 (founded as Graphic Communications Association) having fostered the development and adoption of standards such as GRACoL, ICE, JIFFI, Mail.dat, papiNet, PRISM, PROSE XML, SPACE XML, SGML, and XML.

Dr. Martin currently serves as a member of the following organizations:-

American Registry of Internet Numbering (ARIN) – nominating committee
PSNES - Penn State Nuclear Engineering Society, board member
PSU-LV - Penn State University - Lehigh Valley Advisory Board, chair of alumni relations and student development as well as a member of the executive committee.

DeSales University - member of the President's Council, member of the ACCESS advisory committee, member of the school of management advisory committee, and an adjunct professor of mathematics and computer science.”

24/7 Services and Availability

Active Data provides Internet software and services to clients throughout North American and Europe on a 24 hour by 7 day a week basis. As the husband of the Plaintiff, the Deceased was available and willing at any time to address both planned and emergency situations when dealing with hardware, electricity, Internet and customer relations. Due to the nature of the business, Plaintiff needed and was able to call on the Deceased to assist with technology services at any time of the day or night. The Deceased's knowledge of Active Data's technology and data centre was always

instrumental in resolving problems and decreasing the time to resolve service interruptions and outages - a key criterion for customer satisfaction and retention. From time to time, the data centre would experience hardware failures, power outages, air conditioning issues or internet connectivity interruptions due to bad weather such as snow storms, high wind conditions, or excessive heat. A particular instance involved a power disruption when the Uninterruptible Power Supply failed. All hosted customers of Active Data experienced a disruption of service until the Deceased was able to address the issue. He searched for replacement equipment that took several days to be delivered, and then discovered that the vendor had not configured the equipment correctly to connect to Active Data's. The Deceased was able to use his electrical engineering knowledge to physically re-engineer the equipment by clipping and reconnecting wires inside the equipment to work properly. The Deceased and the Plaintiff worked overnight until the next morning to address the problem. No one else at Active Data would have been as dedicated or qualified to perform this task to avoid the risk of losing customers.

Business Development and Contribution to Cash Flow

To contribute to cash flow to Active Data, the Deceased assumed responsibility for contracting his services as a consultant on an hourly basis. His expertise was valued most recently with Bloomberg Tradebook at a rate of US\$2,500 per day. His ability to generate cash into Active Data ultimately allowed the family to maintain a certain lifestyle by reducing any additional funds which the Plaintiff would need to invest to maintain operations.

Between 1 January 2000 and his death, the Deceased was personally responsible for sales contracts worth US\$1,631,562.08 (see attachment) This contribution to Active Data was critical to its cash flows so the amount that Plaintiff needed to invest in Active Data was decreased.

Management and Technical Expertise

The Deceased was a member of the Senior Management Team of Active Data and provided valuable innovation, management and business strategy to the Plaintiff. He was the inventor of a patent which is owned by Active Data. The intent over the next 5 years was to identify patent infringement and use any patent litigation proceeds to expand into the healthcare technology market and to contribute to the family's lifestyle.

The goal of both Plaintiff and the Deceased was not to generate income on a short term basis as salary income, but to build value in assets that would be worth multiples in value, with the explicit goal of more than US\$10 million.

The long term plan was to build up the family assets and then be able to focus on the Deceased's vision to profit and share from his expertise in the growing demand for healthcare technology services.

SCHEDULE "C"

NON-PECUNIARY CONTRIBUTION

The Deceased was talented and skilled at home and automobile repair and had a disciplined approach to maintaining his home and vehicles in order to maintain their value. He managed all physical aspects of the household including the yard and landscaping, home improvements and repair. He was always available and willing to run errands, entertain the children, family and friends, attend social, political, and business functions, prepare meals, make the bed, put away toys, help with homework, piano and violin practice, attend all the children's functions, and take photographs.

He was responsible for vehicle and household maintenance and upkeep, manager of the family's commercial and residential real estate assets, construction manager of the Plaintiff and Deceased's remodelled home, coordinator for Zoe's education and extracurricular activities, primary contact for the Plaintiff's late parent's home sale purchased by the Plaintiff and the Deceased, primary contact for all automobile purchases and major assets, partner for social events, home entertaining, and fundraisers for the community, acting as the primary patient healthcare advocate for ill family members. He was at all times, available for medical interpretation and advice.

The Plaintiff expected to rely on the Deceased to be her personal healthcare provider as they aged and their physical conditions deteriorated. Should the Plaintiff have required extensive medical care, it was the understanding that the Deceased would care for the Plaintiff in the comfort of their home for as long as possible rather than paying for home care, or a nursing facility.

Other non-pecuniary services rendered by the Deceased to his dependants included:-

- troubleshooting and maintaining the home automation system and the home computer network (which consists of 4 computers, 3 mobile laptop devices, a shared server, 3 printers, backup data storage, high speed internet and wireless connectivity throughout the home)
- home maintenance such as shelf installation, drawer repairs, hanging artwork, lights and other domestic electrical tasks, curtains, bathroom and toilet repair
- moving furniture
- automobile purchasing
- lawn maintenance
- landscaping

- driveway maintenance
- cell phone maintenance
- pet maintenance for dogs, birds and fish including veterinarian appointments and healthcare
- vacation planning
- special event planning
- driver for all activities and trips
- dry cleaning and grocery shopping
- shared meal preparation and outdoor grilling
- gift purchasing for family and friends
- Christmas tree cutting
- snow removal
- ski instructor
- saxophone instructor
- sailing instructor
- holiday house decorating
- toy repair
- medical management including prescription and test result review
- homework assistance, especially math and science
- education guidance

SCHEDULE "D"

FUNERAL EXPENSES

Richard D. Martin Funeral Costs		Subtotals
Total Funeral Costs	US\$83,083.24	
Cayman Islands - 2 December 2011		
Marriott Reception	US\$3,156.18	
Bodden Funeral Home	US\$5,675.00	
Flight	US\$32,025.00	
Condo	US\$504.56	
Car/Taxi	US\$622.50	
Food	US\$320.00	
<i>Subtotal</i>		<i>US\$42,303.24</i>
Bethlehem - 10 December 2011		
Long Funeral Home	US\$13,055.75	
ArtsQuest	US\$15,575.35	
Videographer	US\$1,625.00	
Dinner/Food at Viewing	US\$1,500.00	
Phoebe Floral	US\$1,116.00	
Cemetery Plaque	US\$3,000.00	
Church	US\$4,000.00	
Airfare	US\$792.09	
Phone Charges Verizon	US\$115.81	
<i>Subtotal</i>		<i>US\$40,780.00</i>
Total		US\$83,083.24

Acknowledgement of service of writ of summons (0.12, r.3)

**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 KY1-1106.

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 instalments or otherwise.

See over for notes for guidance

Please complete overleaf

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 its 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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION

BETWEEN:

SUSAN C YEE
(widow and executrix of Richard Douglas Martin, deceased)

Plaintiff

And

PATRICK RAMON BROOKS-DIXON

First Defendant

And

VICTORIA JANE BANKS

Second 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 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 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

Service of the Writ is acknowledged accordingly

(Signed).....

Attorney for

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.

Ritch & Conolly
4th Floor Queensgate House
113 South Church Street
P.O. Box 1994
Grand Cayman KY1-1104
Cayman Islands
Attention: Cherry Bridges
Tel: +345 949 7366
Ref: 12716

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

