

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 438 OF 2013  
LEGAL AID NO: LCV0317/2013

BETWEEN:

ELLA ARCHIBOLD



AND

MATTHEW LESLEY



Defendant

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WRIT OF SUMMONS

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To the Defendant:

Matthew Lesley  
Caybrew  
The Cayman Islands Brewery  
Red Bay, Shamrock Road  
P.O Box 366  
Grand Cayman, KY 1-1209  
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, PO Box 495, Grand Cayman, KY1-1106, Cayman Islands, the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the 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 16 day of December 2013

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 Acknowledgement of Service are given with the accompanying form.

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**PARTICULARS OF CLAIM**

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1. The Plaintiff is and was at all material times a citizen and resident of the Cayman Islands and the maternal grandmother of the Defendant. The Plaintiff's address for service is care of her attorney, Richard H Barton, Attorney-at-Law, Artemis House, 67 Fort Street, PO Box 1294 KY1-1108, Grand Cayman, Cayman Islands.
  
2. The Defendant is and was at all material times an individual also a citizen residing in the Cayman Islands. The Defendant's address for service is Caybrew, the Cayman Islands Brewery, Redbay Shamrock Road, PO Box 366 KY1-1209, Grand Cayman, Cayman Islands.
  
3. On or about 1 August 2004 the Defendant entered into an oral agreement with the Plaintiff (the "Loan Agreement"). The terms of the Loan Agreement were, *inter alia*, as follows:
  - a. That the Plaintiff would loan the Defendant CI\$27,033.75 at the rate of interest of 13% per annum (the "Loan");
  
  - b. That the Defendant would commence repayment on the Loan immediately following his recovery from a medical procedure he had received with the aid of the Loan;
  
  - c. That the Defendant would repay the Plaintiff in full;
  
4. Pursuant to the Loan Agreement, on 25 August 2004 the Plaintiff along with the Defendant's mother, Susan H Cowan's (the "Parties") entered into a separate agreement (the "Promissory Note") with the Plaintiff's then employer, the Cayman Islands Government (the "Government"). The terms of the Promissory Note were *inter alia*, as follows:

- a. That the Government would pay CI\$27,033.75 (the "Government Loan") to Harris County Hospital District, or any other treatment center that was recommended to the attending physician in respect of Defendant and all medical expenses incurred by him;
  - b. That the Parties shall be jointly and severally liable and would repay the Government the sum of CI\$27,033.75 at the rate of interest of 13% per annum;
  - c. That the Parties shall be jointly and/or severally to repay CI\$300.00 per month commencing September 2004 until the Government Loan was fully extinguished;
  - d. That in default of any instalment, the Parties would pay the Government the whole balance immediately upon demand.
5. In keeping with the terms under the Promissory Note, CI\$150.00 has been deducted from the Plaintiff's salary every month since 7 September 2004 until she retired from full-time employment with the Government in 2009. The Plaintiff currently receives a pension in the amount of CI\$619.00 of which CI\$150.00 continues to be deducted and applied to the Government Loan.
  6. Susan H Cowan has never paid any monetary contribution towards the Government Loan and the Plaintiff remains severally and jointly liable.
  7. In or around September 2004 the Defendant's medical expenses were settled in full thereby fulfilling the Plaintiff's obligation under the Loan Agreement.
  8. The Defendant subsequently defaulted on the terms of payment and as of the date of the commencement of this proceeding the Defendant, pursuant to the terms of the Loan Agreement, owed to the Plaintiff the principal sum of CI\$27,033.75 plus interest of CI\$3,514.39 as at 16 December 2013. Interest on the principal sum continues to accrue at the rate of CI\$9.63 per day.

9. Notwithstanding a demand for payment made prior to the commencement of these proceedings, the Defendant has either failed or neglected to make full payment to the Plaintiff.
10. As a result of the above, the Plaintiff is entitled to the relief claimed in this proceeding.

AND THE PLAINTIFF claims:

1. C1\$27,033.75 being the principle sum due to today's date;
2. C1\$3,514.39 interest from date interest starts to today's date at the rate of 13% per annum in accordance with the Loan Agreement;
3. Alternatively, pre and post judgment interest in accordance with the *Judicature Law (2007 Revision)* and the Judgment Debt (Rates of Interest) Rules, as amended from time to time;
4. Costs as the court deems appropriate.



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**Richard H. Barton**  
Attorney for the Plaintiff

**INDORSEMENT**

The principal amount claimed in respect of the debt is CI\$27,033.75, plus interest of CI\$3,514.39 as of 12 December 2013. The amount of the filing fees to commence the proceeding is CI\$150.00. If, within the time for returning the acknowledgement of service, the Defendants' pays to the Plaintiff or its attorney-at-law the total amount claimed in principal, interest and the costs of issuing the Plaint, further proceedings will be stayed. The money must be paid to the Plaintiff or to its attorneys-at-law.

**INDORSEMENT REGARDING INTEREST**

1. The contractual term upon which interest is claimed is as set out in paragraph 3 (c) above;
2. The prescribed rate of interest is 13% per annum;
3. The date from which interest is payable is 1 September 2004;
4. The total interest claimed as at today's date is CI\$3,514.39; and
5. The amount of interest accruing due each day is CI\$9.63.

This PLAINT was issued by Richard H. Barton, attorney-at-law for the Plaintiff, whose address for service is Artimes House, 67 Fort Street, PO Box 1294 KY1-1108, George Town, Grand Cayman, Cayman Islands.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: OF 2013

BETWEEN :

ELLA ARCHIBOLD

Plaintiff

AND

MATTHEW LESLEY

Defendant

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ACKNOWLEDGMENT OF SERVICE OF PLAINT

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1. State Defendant's name and address:

Matthew Lesley,  
Caybrew, Cayman Islands Brewery, Redbay, Shamrock Road,  
Grand Cayman, Cayman Islands

2. State whether the Defendant intends to contest the action.

Yes

No

3. If you do not intend to contest the action, do you want time in which to pay the claim?

Yes

No

4. If you do intend to contest the action, in whole or in part, you must set out full particulars of your defence overleaf.

Service of the Plaintiff is acknowledged accordingly.

\_\_\_\_\_  
Defendant's Signature

Dated this \_\_\_\_ day of \_\_\_\_\_, 2013

**See overleaf**

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**PARTICULARS OF DEFENCE**

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(Here set out in numbered paragraphs the grounds upon which the Defendant says that he is not liable to the Plaintiff, or is not liable for the full amount claimed)

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Defendant's Signature

**REMINDER** - This form must be taken or sent to the Court Office, PO Box 495 KY1-1106, George Town, Grand Cayman, Cayman Islands, within 14 days of receipt otherwise a default judgment may be entered against you.