

IN THE GRAND COURT OF THE CAYMAN ISLANDS

G0341

CAUSE NO: OF 2014

BETWEEN:

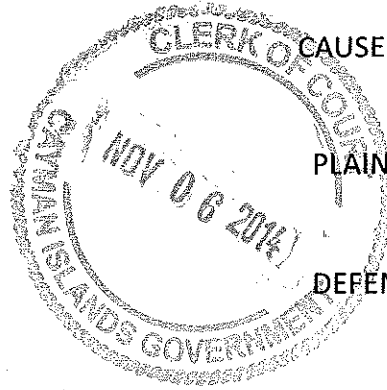
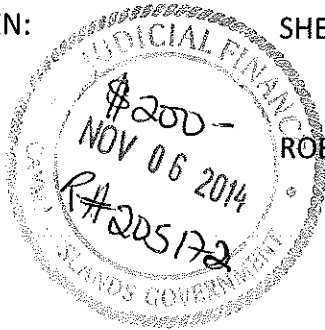
SHEENA GLASGOW

PLAINTIFF

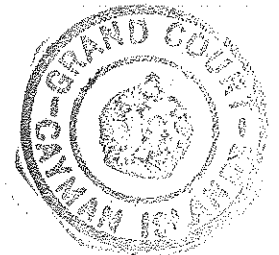
AND:

ROBERT DILBERT

DEFENDANT



WRIT OF SUMMONS



TO: Mr. Robert Dilbert, P.O. Box 2190 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 on the following 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 6th day of November 2014.

STATEMENT OF CLAIM

The Plaintiff and Defendant entered into a Contract by way of Promissory Note on 18th April, 2006. The Contract stipulated that the Defendant was to repay a loan, made to him by the Plaintiff, of CI\$53,500.00 in full by 16th April, 2009. (*see Appendix 1*)

Between 7th February, 2007 and 4th August, 2009 the Defendant made a series of 19 payments towards the Loan totaling CI\$24,200.00. After the payment on 4th August, 2009 the Defendant made no further payments to the Plaintiff.

The Plaintiff has tried to contact the Defendant by phone and email numerous times since September 2009 without any success. The Defendant has not returned any of the calls or responded to any of the emails.

The Plaintiff, through her lawyer, issued a letter before action to the Defendant on 26th August, 2014 asking for him to settle the outstanding debt of CI\$29,300.00 and pay interest in the amount of CI\$7,910.46 (calculated at the prescribed rate of 5%) by 12th September, 2014. (*see Appendix 2*)


The Defendant neither responded to the letter nor made any further payments to the Plaintiff despite the fact that the Plaintiff was willing to accept a reduced sum of money to settle the matter so as to avoid having to resort to litigation.

As a result of the aforementioned, the Plaintiff feels there is no other recourse for her to recover her money than to enter into legal proceedings against the Defendant.

AND THE PLAINTIFF CLAIMS:

1. CI\$29,300.00 for repayment of the Loan given to the Defendant by way of Promissory Note on 18th April 2006.
2. Interest calculated at the prescribed rate of 5%, being \$4.01 per day, from 16th April 2009 for every day that the loan is not repaid in full;
3. Full costs of any legal proceedings associated with this claim.

If, within the time for returning the Acknowledgment of Service (14 days), the Defendant pays the total amount claimed of CI\$40,236.70 (including interest and costs) further proceedings will be stayed. The money must be paid in full to the Plaintiff's Attorney, Natasha N. Bodden.



NATASHA N. BODDEN
ATTORNEY-AT-LAW

THIS WRIT was issued by Natasha N. Bodden, Attorney-at-Law for and on behalf of the Plaintiff, whose address for service is that of her said Attorney-at-Law, 5th Floor, Genesis Building, George Town, Grand Cayman.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: OF 2014

BETWEEN: SHEENA GLASGOW

PLAINTIFF

AND: ROBERT DILBERT

DEFENDANT

APPENDIX 1

Promissory Installment Note

Date: 2006

Name of Borrower: ROBERT DILBERT

Borrower's Address: P.O. Box 2190 GT
Grand Cayman
Cayman Islands

Name of Lender: Sheena Glasgow

Lender's Address: P.O. Box 10843 APO
Grand Cayman
Cayman Islands

Principal Amount: CI\$53,500.00

Repayment Date: Upon the date which falls 3 years following the disbursement of the proceeds of the funds to the Borrower.

Repayment: One single payment in the full amount of the principal to be made to the Lender by the Borrower on or before the Repayment Date.

Interest There shall be no interest payable on the borrowing hereby agreed to.

BORROWER'S PRE-PAYMENT RIGHT. Borrower reserves the right to prepay this Note in whole or in part, prior to maturity, without penalty.

PLACE FOR PAYMENT. Borrower promises to pay to the order of Lender at the place for payment and according to the terms for payment of the principal amount. All unpaid amounts shall be due by the final scheduled payment date.

FORM OF PAYMENT. Any check, draft, Money Order, or other instrument given in payment of all or any portion hereof may be accepted by the holder and handled in collection in the customary manner, but the same shall not constitute payment hereunder or diminish any rights of the holder hereof except to the extent that actual cash proceeds of such instruments are unconditionally received by the Lender and applied to this indebtedness in the manner elsewhere herein provided.

SEVERABILITY. If any provision of this Note or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Note nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

BINDING EFFECT. The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

DESCRIPTIVE HEADINGS. The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations under this Note.

CONSTRUCTION. The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

GOVERNING LAW. This Note shall be governed, construed and interpreted by, through and under the Laws of the Cayman Islands.

Borrower is responsible for all obligations represented by this Note.

EXECUTED this 18th day of April, 2006.

Robert Dilbert

ROBERT DILBERT

[Signature]

ACKNOWLEDGED:

[Signature]

SHEENA GLASGOW

Date: 04/18/2006

Customer Service Officer: Beverly Johnson

Draft No.: **155185**

Beneficiary: Robert Dilbert

Draft Amount: **\$53,500.00 KYD**

B/O Of: Sheena H Glasgow

Fees: **3.00**

Debit A/C #: 012-26339

Total Debit Amount \$53,503.00 KYD

Customer Copy — Retain for your records

NOT-NEGOTIABLE

Date: 04/18/2006

B/O Of: Sheena H Glasgow

Beneficiary: Robert Dilbert

Draft No.: **155185** Draft Amount: **\$53,500.00 KYD**

Details:

NOT-NEGOTIABLE

THE FACE OF THIS DOCUMENT HAS A COLORED VOID BACKGROUND AND MICROPRINTING



Draft No.: **155185**

Date: 04/18/2006

Pay against this cheque

TO: **Robert Dilbert *******

The Sum of **Fifty Three Thousand Five Hundred and 00/100**

KYD

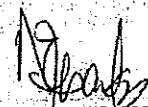
\$53,500.00

Cayman Islands Dollars

Payable at

Cayman National Bank Ltd.
P.O.Box 1097
Georgetown Grand Cayman

By:


AUTHORIZED SIGNATURE(S)



THE REVERSE SIDE OF THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK AND SECURITY FEATURES

⑈ 155185⑈ ⑆ 1000⑈004⑆

1992400100⑈

Robert's Repayments		Comments
	\$53,500	
Date:	Amount Paid:	
7-Feb	1100	
5-Mar	2400	
27-Mar	600	
3-Apr	1000	
11-Apr	500	
30-Apr	1000	
12-Jun	2240	
20-Jun	768	
30-Jul	2000	
17-Sep	2400	
5-Oct	1500	
11-Oct	1500	
25-Jan	250	
11-Jul-08	1000	
14-Jul-08	2300	
13-Oct-08	2200	
18-Feb-09	1000	
17-Apr-09	200	
4-Aug	242	
	24200	

Balance Due: 29,300 4th August 2009

[Handwritten signature] *[Handwritten initials]*

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: OF 2014

BETWEEN: SHEENA GLASGOW

PLAINTIFF

AND: ROBERT DILBERT

DEFENDANT

APPENDIX 2

Natasha N. Bodden
Attorney-at-Law | Notary Public
Genesis Building, 5th floor, George Town
PO Box 30796, Grand Cayman KY1-1204
Cayman Islands
P: 345.925.4621
info@natashabodden.ky | www.natashabodden.ky

26th August, 2014

Mr. Robert Dilbert
P.O. Box 2190
Grand Cayman KY1-1105
Cayman Islands
Email: islandconstruction_life33@yahoo.com

VIA REGISTERED MAIL AND EMAIL

Dear Mr. Dilbert,

RE: FAILURE TO REPAY PROMISSORY NOTE

We represent Ms. Sheena Glasgow (the "Lender"). We write further to the Promissory Installment Note (the "Note") which was signed by you and the Lender and witnessed on 18th April, 2006.

The last partial payment made by you to the Lender was on 4th August, 2009, notwithstanding the terms of the Note which specify the full amount borrowed from the Lender by you was to be repaid no later than 18th April, 2009. You have not made any form of payment since that date, nor have you repaid the Note in full.

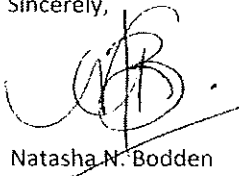
As at today's date, the outstanding amount owed to the Lender by you in accordance with the Note is CI\$29,300.00 plus interest at a rate of 5%. The Lender is demanding full repayment of the Note by 12th September, 2014 or we will begin legal proceedings, without warning, for a court order requiring payment. The costs of legal proceedings and any other amounts which the court orders, must also be paid in addition to the debt.

On 12th September, 2014, the total amount that will be owed to the Lender by you, inclusive of the 5% interest accruing since 19th April, 2009 is CI\$37,210.46. Kindly note that failure to pay this amount by the date given will entail interest continuing to accrue on the outstanding amount at a rate of CI\$4.01 per day.

The Lender has advised that, in an effort to resolve this issue amicably without having to commence legal proceedings, she will accept CI\$35,000.00 as repayment in full, inclusive of all interest accrued if paid by 5:00pm on 12th September, 2014. Kindly contact our office to make arrangements for payment.

Should you have any questions or concerns, kindly contact us soonest. If we do not hear from you or if you fail to make payment by the date given, we will commence legal proceedings and seek to recover the costs of such, in addition to the outstanding debt, from you.

Sincerely,


Natasha N. Bodden

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 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

CAUSE NO: OF 2014

BETWEEN: SHEENA GLASGOW

PLAINTIFF

AND: ROBERT DILBERT

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).....

Defendant or Attorney for Defendant

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.

Natasha N. Bodden, Attorney-at-Law
5th Floor, Genesis Bldg, George Town
PO Box 30796, Grand Cayman KY1-1204
CAYMAN ISLANDS

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

