

IN THE GRAND COURT OF THE CAYMAN ISLANDS  
CIVIL DIVISION

CAUSE NO: GC 23 OF 2017

BETWEEN:

CAYMAN ISLANDS DEVELOPMENT BANK

PLAINTIFF

AND:

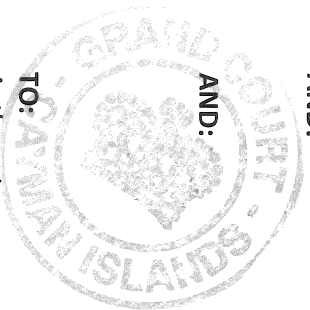
ANTHONY LOGAN

1<sup>ST</sup> DEFENDANT

AND:

ANN MARIE LOGAN

2<sup>ND</sup> DEFENDANT



WRIT OF SUMMONS

TO: Anthony Logan  
Ann Marie Logan  
261 Bimini Drive  
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 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      day of May 2017.

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. The Plaintiffs are bankers carrying on business at Dr. Roys Drive, George Town, Cayman Islands.
2. On or about the 30<sup>th</sup> April 2009 the Plaintiff offered to lend to the 1<sup>st</sup> and 2<sup>nd</sup> Defendants the sum of CI\$20,000 and the said offer was accepted by way of signed acceptance on the 30<sup>th</sup> April 2009.
3. The salient terms of the agreement between the parties were as follows:
  - 3.1 the plaintiff will loan the sum of CI\$20,000 to the defendants as a credit line subsequent to signing of the requisite loan documentation.
  - 3.2 That the 1<sup>st</sup> defendant will repay the principal together with interest on 29 April 2010.
  - 3.3 that the effective rate of interest was 12% per annum on the amount disbursed and outstanding from time to time and the actual rate was Base plus 5.5%.
  4. In accordance with the terms as set out at paragraph 3 above and with the full loan agreement the Plaintiff made available to the defendants the sum of CI\$20,000 by way of cheque made payable to Annie's Beauty Center dated 1<sup>st</sup> May 2009.
  5. In breach of the agreement the defendants failed to repay the credit facility on 29 April 2010 or at all.
  6. As a result the parties entered into discussions to remedy the default by varying the agreement and it was agreed by the parties partly orally and partly by the conduct of the parties on or about the 4<sup>th</sup> October 2010 that the credit line be converted into a loan with the terms of payment being as follows:
    - 6.1 That the sum outstanding of CI\$23,772.45 was to be repaid over a period of 5 years by way of monthly repayments of KY\$494.37.
    - 6.2 Interest payable at the rate of 8% per annum.
    7. In breach of the agreement the defendants paid only the following sums:
      1. \$400 on 8 August 2011
      2. \$200 on 6 March 2013
      3. \$1,000 on 30 July 2013
      4. \$150 on 17 September 2013
      5. \$400 on 23 December 2013
      6. \$300 on 10 March 2014

7. \$300 on 15 September 2014
8. \$300 on 23 February 2015
9. \$300 on 31 July 2015

8. Further, the defendants with full knowledge of the terms and conditions set out in the Loan Statement as sent to the defendants on a regular basis retained the same without in any way dissenting from or objecting from or demurring to any of the terms and conditions within a reasonable time of seeing the same or at all and further made partial payment on the sum claimed. In the premises, the defendants thereby agreed to and accepted the terms and conditions and/or signified their acceptance of the same to the plaintiff.

9. In the premises the defendants breached the contract by failing or refusing to pay the sums owing as they fell due and are joint and severally indebted to the Plaintiff in the sum of CI\$33,302.48 as of the 25<sup>th</sup> April 2017 with such sum particularised as follows:

- 9.1 Principal \$23,772.45
- 9.2 Interest \$9,530.03

10. The Plaintiff also claims interest on the said sum owing at 8% per annum from the date of demand of repayment.

10. **STATEMENT REGARDING INTEREST**

- a) The Plaintiff seeks pre and post judgment interest from the date of issue of proceedings at the contractual rate of 8% on the unpaid balance until payment and in accordance with the provisions of the Judicature Law (2013 Revision) and the Judgment Debt (Rates of Interest) Rules as amended from time to time.
  - b) The interest rate claimed is 8%.
  - c) Interest is claimed on the sum claimed from the 27<sup>th</sup> April 2017.
  - d) The amount of interest owing at date of issue of this Plaintiff is \$63,72.
  - e) The amount of interest accruing each day following the issue of this Plaintiff is CI\$5.31.

**AND THE PLAINTIFF CLAIMS:**

- (i) The said sum of CI\$33,302.48 as monies due and owing.
- (ii) Pre and post judgment Interest on the said sum in accordance with the terms of the agreement and the Judicature Law (2016 Revision) and the Judgment Debt (Rates of Interest) Rules as amended from time to time.

(iii) Costs or alternatively fixed costs in the sum of CI\$500.00 plus filing fees and bailiff's fee for service

KSG

**Attorneys for the Plaintiff**

**Endorsement**

If within the time for returning Acknowledgement of Service the Defendants pay to the Plaintiff's Attorneys-at-Law the total amount claimed of CI\$33,302.48 and all filing fees, ad valorem fees, and all interest claimed all further proceedings will be stayed.

**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 installments 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.

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CAYMAN ISLANDS DEVELOPMENT BANK

PLAINTIFF

AND:

ANTHONY LOGAN

1<sup>st</sup> DEFENDANT

AND:

ANN MARIE LOGAN

2<sup>nd</sup> 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.

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1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.  

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  2. State whether the Defendant intends to contest the proceedings (tick appropriate box)  
 yes                       no  

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  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  

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Service of the Writ is acknowledged accordingly

(Signed).....

Attorney for the Plaintiff

**Please complete overleaf**

**Notes on address for service**

THIS Writ and Statement of Claim was issued by KSG Attorneys at Law, Attorneys for the Plaintiff whose address for service is 4<sup>th</sup> Floor Harbour Centre, 42 North Church Street, P.O. Box 2255, KY1-1107, George Town, Grand Cayman.

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.

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

KSG Attorneys at Law  
4<sup>th</sup> Floor Harbour Centre  
George Town  
P.O. Box 2255  
KY1-1107  
Grand Cayman

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