

IN THE GRAND COURT OF THE CAYMAN ISLANDS

108

CAUSE NO: of 2017

BETWEEN:

CHARLES MURRAY



PLAINTIFF

AND

STEPHEN ANTHONY SCOTT

DEFENDANT

WRIT OF SUMMONS



TO: STEPHEN ANTHONY SCOTT
PO BOX 10793
92 Midsummer Drive, Spotts Newlands
Grand Cayman, KY1-1007

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 22nd day of June 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.

THIS WRIT is filed by H. Phillip Ebanks, Attorneys-at-Law for the Plaintiff, CHARLES MURRAY whose address for service is that of his said Attorneys, namely 62 Hospital Road Plaza (Unit H), Hospital Road, George Town, PO Box 30422 Grand Cayman, KY1-1202, Cayman Islands

STATEMENT OF CLAIM

1. On the 25 February 2014, the Defendant Borrower executed and delivered to the Plaintiff Lender, a promissory note dated 25 February 2014 (“the Note”) in the sum of fifty thousand dollars Cayman Islands Dollars (KYD\$50,000) payable with interest at a rate of 3% per annum adjusted every three (3) months payable quarterly. Full repayment of the Note on or before 31 December 2014. A copy of the Note is attached marked “A”.
2. At all material times, the Plaintiff was the Lender of a sum of money.
3. At all material times, the Defendant was the Borrower of a sum of money.
4. The terms of the Note, at the first paragraph, provides that the Note is to be paid to the order of the Plaintiff “or at such place as the Plaintiff from time to time designate”.
5. The terms of the Note, at the third paragraph, further provides:

The undersigned agree that time is of the essence under this Note, and that, in the event payment of principal or interest due under this Note is not made when due, giving effect to any grace period which may be agreed in writing and applicable, the outstanding principal balance hereof shall immediately bear interest at the rate of three percent (3%) per annum above the interest rate which is otherwise provided herein, for so long as such event of default continues.
6. The Defendants did not pay the sum due under the Note on or before 31 December 2014 and no grace period has been agreed.
7. On various dates and times, the Plaintiff has sought payment of the Note, including by way of email of the 17 June 2016 and to which the Defendant acknowledged and replied to promising to resolve the matter by the following month.

8. On 3 April 2017, the Note remaining unpaid, the Plaintiff through his attorney wrote to the Defendant presenting copy of note and demanded payment be made not later than 11 April 2017
9. On 11 April 2017, the Defendant responded by letter and included a check for KYD2,000 but save this has failed to pay the outstanding on the Note and it remains outstanding.
10. The amount outstanding on the Note is:
 - (i) The Principle Sum, less KYD2,000 paid, being KYD48,000;
 - (ii) Interest, at a rate of 3% per annum adjusted every three (3) months payable quarterly, for the period 25 February 2014 through 31 December 2014; amounting to KYD 1,260.97.
 - (iii) Further Interest, at rate of 6% per annum adjusted every three (3) months payable quarterly, for the period 1 January 2015 to date of presentment of the Note on 3 April 2017, amounting to KYD7,060.15

AND THE PLAINTIFF CLAIMS

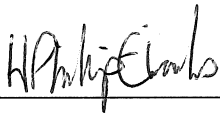
11. In the premises, the Plaintiff is entitled to and claims:
 - (1) the principle sum, less sum of KYD2,000 paid, amounting to KYD48,000 together with;
 - (2) interest as provided in the Note amounting to KYD8, 321.12 (as at 3 April 2017);

(3) Court fees and Bailiff Fees \$250.

(4) Costs.

12. The Plaintiff also claims continuing interest pursuant to s. 57 of the Bills of Exchange Law (1997 Revision) from the date of presentment of the Note to date of payment at the rate of 6% per annum; equivalent to a rate of KYD 9.42 per day amounting to KYD753.60 at the date hereof.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of \$57,324.72 (including fees and interest, in accordance paragraphs 11 (1), (2) and (3)), plus costs, further proceedings will be stayed. The money must be paid to the Attorney of the Plaintiff, H. Phillip Ebanks at 62 Hospital Road Plaza, George Town, grand Cayman.



H. Phillip Ebanks
Attorney at Law for the Plaintiff

PROMISSORY NOTE

CI\$50,000.00

February 25, 2014

GEORGE TOWN
GRAND CAYMAN
CAYMAN ISLANDS

FOR VALUE RECEIVED, THE UNDERSIGNED, STEPHEN ANTHONY SCOTT (hereinafter called "the Maker") of Spotts Newlands c/o P.O. BOX 10793 KY1-1007, Grand Cayman, Cayman Islands, British West Indies, promises to pay to the order of Charles Murray and or **his or legal designate** (hereinafter called "the Holder") of Grand Cayman, Cayman Islands, or at such place as the Holder of this Note may from time to time designate, the principal sum of **Fifty Thousand Dollars(CI\$50,000.00)**, with interest on the unpaid principal balance from time to time outstanding at the rate of 3% per annum adjusted every 3 months payable quarterly by way of full repayment on or before December 31, 2014, commencing on the 25 day of February 2015.

If this debt is due on December 31, 2014

All payments made under or pursuant to this Note, shall be made to the Holder thereof, his nominees, or assigns, as may from time to time be communicated in writing by the Holder to the Makers, without setoff, or counterclaim, and free and clear of, and without deduction for, or on account of any present or future taxes, levies, imposts, duties, deductions or withholdings of any nature whatsoever imposed, levied, collected, withheld or assessed by any department, authority, or agency of the government of the Cayman Islands, or any political entity, or tax authority thereof.

The undersigned agree that time is of the essence under this Note, and that, in the event payment of principal or interest due under this Note is not made when due, giving effect to any grace period which may be agreed in writing and applicable, the outstanding principal balance hereof shall immediately bear interest at the rate of three percent (3%) per annum above the interest rate which is otherwise provided herein, for so long as such event of default continues.

At the option of the Holder hereof exercised by written notice to the undersigned, this Note shall become immediately due and payable upon:

Handwritten signatures in black ink, appearing to be initials or names, located in the bottom right corner of the page.

- (a) The Makers failure to pay when due any payment of principal, interest or expenses due hereunder;
- (b) Failure in the performance or observation of any of the terms or conditions, or any mortgage, deed of trust, security agreement or other agreement or other agreement securing, guaranteeing or otherwise pertaining to this Note after giving effect to any applicable curative period which may be contained therein;
- (c) Default in the payment, or performance of any other liability or obligation of the undersigned to the Holder, or any other holder of this Note, whether now existing, or hereafter arising, after giving effect to any applicable curative period;
- (d) The death, or bankruptcy of the Makers of this Note;
- (e) the making of an assignment for the benefit of creditors by any party liable for the payment of this Note, whether as maker, endorser, guarantor, surety, or otherwise, or the voluntary appointment (at the request of any such party or with the consent of any such party) of a receiver, custodian, liquidator, or trustee in bankruptcy of any such party's property or the filing by any such party of a petition in bankruptcy or other similar proceeding under law for relief of debtors; or
- (f) the filing against any party liable for the payment of this Note, whether as maker, endorser, guarantor, surety, or otherwise of a petition in bankruptcy or other similar proceeding under law for relief of debtors, or the involuntary appointment of a receiver, custodian, liquidator or trustee in bankruptcy of the property of any such party, and such petition or appointment is not vacated or discharged within sixty (60) calendar days after the filing or making thereof.

The Holder is not required to give written notice to the Maker of any default in order to exercise the rights or remedies hereunder. Any default under this Note, or in the performance and observance of any provisions of any mortgage, deed of trust, security agreement or other agreement pertaining hereto shall, at the option of the Holder hereof, and all of the notes, obligations and liabilities of the Maker to the Holder hereof, whether now existing or hereafter arising.

This Note may be prepaid in whole or in part at any time without penalty or premium.

If this Note or any installment of principal or interest is not paid when due, whether at maturity or by acceleration, the undersigned promises to pay all costs of collection, including without limitation, actual attorneys' fees, and all expenses in connection with the protection or realization of the collateral securing this Note or the enforcement of any guaranty hereof incurred by the holder on account of such collection, whether or not suit is filed hereon or thereon; such costs and expenses shall include, without limitation, all costs, expenses and attorneys' fees actually incurred by the holder hereof in connection with any insolvency, bankruptcy, arrangement or other similar proceedings involving the undersigned, or involving any endorser or guarantor hereof, which in any way affects the

exercise by the Holder hereof of its rights and remedies under this Note or under any mortgage, deed of trust, security agreement, guaranty or other agreement securing or pertaining to this Note. As used herein, "actual attorneys' fees" or "attorneys' fees actually incurred" means the full and actual cost of any legal services actually performed in connection with the matter for which such fees are sought calculated on the basis of the usual fees charged by the attorneys performing such services.

No single or partial exercise of any power hereunder or under any mortgage, deed of trust, security agreement or other agreement securing this Note shall preclude other or further exercise thereof or the exercise of any other power. The Holder hereof shall at all times have the right to proceed against any portion of the security held herefor in any such order and in any such manner as the holder may deem fit, without waiving any rights with respect to any other security.

No delay or omission on the part of the holder hereof in exercising any right hereunder shall operate as a waiver of such right or of any other right under this Note. The release of any one party liable on this Note shall not operate to release any other party liable hereon.

The acceptance of any amount due and payable hereunder shall not operate as a waiver with respect to any other amount then owing and unpaid.

Presentment, demand, protest, notices of protest, dishonour and nonpayment of this Note and all notices of every kind are hereby waived by all parties to this Note, whether the undersigned, principal, surety, guarantor or endorser, except as may otherwise be provided herein.

Principal and interest evidenced hereby are payable only in **lawful money of the Cayman Islands**.

The receipt of a check shall not, in itself, constitute payment hereunder unless and until paid in good funds and cleared in the Cayman Islands.

Whenever any payment on this Note shall be stated to be due on a day which is not a business day, such payment shall be made on the next succeeding business day and such extension of time shall be included in the computation of the payment of interest of this Note.

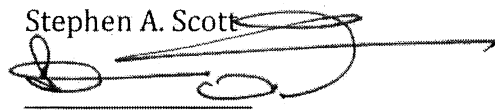
The Makers under this Note shall pay all stamp duty, and recording fees due in respect of this Note.

Under this Note (subject to any official conversion rates used, or any relevant department, portfolio, agency, authority or office of the Cayman Islands Government, and subject to appropriate adjustment which may be required as a result of any revaluation of the relevant currencies) respecting any amount payable or otherwise accounted for in United States currency, conversions from Cayman Islands currency to United States currency shall


be done by multiplying the Cayman Islands dollar amount by 1.20, similarly, respecting any amount payable or otherwise accounted for in Cayman Islands currency, conversions from United States currency to Cayman Islands currency shall be done by dividing the United States dollar amount by 1.20.

This Note is to be governed by and construed in accordance with the laws of the Cayman Islands, and the parties hereto submit to the jurisdiction of the courts of the Cayman Islands.


Signed as a Deed by the Maker
Stephen A. Scott

Stephen A. Scott

Stephen A. Scott


In the presence of.


Witness

Signed as a Deed by the Holders


Charles Murray

In the presence of


Witness



DIRECTIONS FOR ACKNOWLEDGEMENT OF SERVICE
OF WRIT OF SUMMONS

1. The accompanying form of Acknowledgement of Service should be completed by an Attorney on behalf of the Defendant or by Defendant if acting in person.

After completion it must be delivered or sent by post to the Law Courts, PO 495G, George Town, Grand Cayman.

2. A Defendant who states in his Acknowledgement 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 not endorsed 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 Acknowledgement, 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 overleaf for notes for guidance

Please complete overleaf

Notes of Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgement 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 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 form 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 authorized to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney 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. The Defendant acting in person may obtain help in completing the form at the Court Office.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: of 2017

BETWEEN:

CHARLES MURRAY

PLAINTIFF

AND

STEPHEN ANTHONY SCOTT

DEFENDANT

**ACKNOWLEDGEMENT OF SERVICE
OF WRIT OF SUMMONS**

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

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

_____ Yes

_____ No

3. If the claim against the Defendant is for a debt or liquidation 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.

_____ 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.

H. Phillip Ebanks
Attorney-at-Law
62 Hospital Road Plaza, George Town
PO Box 30422, Grand Cayman, KY1-
1202, 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.

THIS WRIT is filed by H. Phillip Ebanks, Attorneys-at-Law for the Plaintiff, CHARLES MURRAY whose address for service is that of his said Attorneys, namely 62 Hospital Road Plaza (Unit H), Hospital Road, George Town, PO Box 30422 Grand Cayman, KY1-1202, Cayman Islands