

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 106 of 2017

BETWEEN:

JOHN CAWTHRON

PLAINTIFF

AND

DERREN BURLINGTON

DEFENDANT



AMENDED WRIT OF SUMMONS

TO: Derren Burlington
PO BOX 704, 24 Mona Lisa Way
West Bay, Grand Cayman, KY1-1303



THIS AMENDED 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 AMENDED Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495, 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. AMENDED this 20 July 2017

NOTE - This AMENDED 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 AMENDED WRIT is filed by H. Phillip Ebanks, Attorneys-at-Law for the Plaintiff, John Cawthron whose address for service is that of his said Attorney's, namely 62 Hospital Road Plaza (Unit H), Hospital Road, George Town, PO Box 30422 Grand Cayman, KY1-1202, Cayman Islands.

AMENDED STATEMENT OF CLAIM

1. On the 14 August 2015, the Defendant Borrower executed and delivered to the Plaintiff Lender, a promissory note dated 14 April 2014 (“the Note”) in the sum of fifty thousand dollars United States Dollars (US\$50,000) payable with interest at a rate of 4% per annum (or part of year). 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 Clause 1, provides:

The undersigned **Borrower** hereby unconditionally promises to pay to the Lender (payment to be delivered to Lender’s Attorney, H. Phillip Ebanks at 62 Hospital Road Plaza, George Town, Grand Cayman or to such other place or to such other party as the Lender may designate in writing) **the sum US\$50,000 (“Principle Sum”)** **together with interest at the rate set out herein or before 14 August 2016.**

5. The Defendants did not pay the sum due under the Note on or before 14 August 2016 as provided in Clause 1 of the Note.
6. On 24 August 2016, the Plaintiff presented the Note to the Defendant for payment and demanded payment and has further made various subsequent demands for payment of the Note; and it remains unpaid.
7. The amount outstanding on the Note is:
 - (i) The Principle Sum - US\$50,000;
 - (ii) Interest for the period ending 14 August 2016 – US\$~~4,000~~ 2,000;
 - (iii) Interest from 14 August 2016 to date – US\$2,000.

AND THE PLAINTIFF CLAIMS

8. In the premises, the Plaintiff is entitled to and claims:

- (1) the principle sum of US\$50,000 together with;
- (2) interest, as provided in the Note at a rate of 4% per annum (or apart thereof) amounting to US\$~~6,000~~ 4,000 at the date hereof.
- (3) Court fees and Bailiff Fees \$250.
- (4) Costs to be agreed or taxed.

9. The Plaintiff also claims continuing interest from the date of presentment of the Note pursuant to s. 57 of the Bills of Exchange Law (1997 Revision) at the rate of 4% per annum; equivalent to a rate of US\$ 5.47 per day amounting to US\$1,651.94 at the date hereof.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of US\$~~60,540~~ 55,651.94 (including fees and interest, in accordance paragraphs 8 (2) and 9 hereof), Court and Bailiff fees of \$250 and costs of \$~~3,000~~ 500 further proceedings will be stayed. The money must be paid to the Plaintiff or his Attorney.

AMENDED this 20 July 2017

H. Phillip Ebanks

H. Phillip Ebanks
Attorney at Law for the Plaintiff

**DIRECTIONS FOR ACKNOWLEDGEMENT OF SERVICE
OF AMENDED 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 defense 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 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: 106 of 2017

BETWEEN:

JOHN CAWTHRON

PLAINTIFF

AND

DERREN BURLINGTON

DEFENDANT

**ACKNOWLEDGEMENT OF SERVICE
OF AMENDED WRIT OF SUMMONS**

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

(Signed)
Attorney for

Notes on address for service

Please complete overleaf

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 AMENDED WRIT is filed by H. Phillip Ebanks, Attorneys-at-Law for the Plaintiff, John Cawthron 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