

BETWEEN:

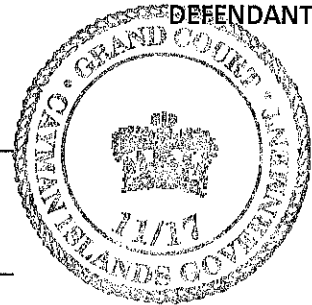
JULIA PHILLIPS

PLAINTIFF



CAYMAN AUTOMOTIVE LEASING & SALES LTD.

DEFENDANTS



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WRIT OF SUMMONS

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**TO: CAYMAN AUTOMOTIVE LEASING & SALES LTD.** of Stuarts Corporate Services Ltd.1 Cayman Financial Centre, 36A Dr. Roy's Drive, P.O. Box 2510, Grand Cayman., KY1-1104, Cayman Islands

**THIS WRIT OF SUMMONS** has been issued against you by the above-named Plaintiff, of 214 Palm Heights Drive #6, George Town, Grand Cayman, KY1-1010 in respect of the claims set out on the next page.

Within 14 days after service of this Writ on you counting the day of service, you must either satisfy the claim or return to the Courts Office, P.O. Box 495, George Town, 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 any intention to contest the proceedings, the Plaintiffs may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 7<sup>th</sup> day of August 2018.

**NOTE** this Writ may not be served later than 4 calendar months beginning with the date of original issuance unless renewed by order of the Court

**IMPORTANT**

Directions for the Acknowledgement of service are given with the accompanying form.

BETWEEN:

JULIA PHILLIPS

PLAINTIFF

AND:

CAYMAN AUTOMOTIVE LEASING & SALES LTD.

DEFENDANTS

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STATEMENT OF CLAIM

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1. On 19 March 2016, the Plaintiff and the Defendant entered into an agreement in writing (*the Agreement*) by which the Plaintiff agreed to make a loan of US\$ 80,721.00 (*the Loan*) to the Defendant, and the Claimant made the Loan.
2. Under the terms of the Agreement, the Defendant agreed to repay the Loan, with pre-computed interest, at a rate of 8.5%, by 60 monthly instalments of payable on the 1<sup>st</sup> day of each month, beginning on 1 April 2016.
3. It was a term of the Agreement that if any monthly instalment was not paid in full after the date when it fell due, the Plaintiff would have the right to terminate the Agreement by notice to the Defendant and upon giving of such notice the balance of the monthly instalments payable under the Agreement would immediately fall due
4. In repudiatory breach of the Agreement, the Defendant failed to pay the instalments due to the Plaintiff. Since the date the monies were advanced the Defendant has only made the following payments:

Instalment Amount USDS	Date
1,656.11	1-Apr-16
953.00	1-May-16
703.11	1-Jul-16
1,656.11	19-Dec-16
1,190.48	1-Jun-17
2,380.96	1-Aug-17
1,190.48	20-Jun-18
833.33	3-Aug-18

Instalment Amount USDS	Date
<b>Total Amount \$ 10,682.63</b>	

5. On 12 April 2018, the Plaintiff, by her Attorneys, served a letter on the Defendant, requiring that the sum of US\$ 37,631.66 (being the total amount in arrears under the Loan) be paid to Plaintiff, before 30 May 2018 and outlining that failure to do so would result in the Plaintiff requiring immediate payment of all sums outstanding.
6. The Defendant failed to pay the sum of US\$ 37,631.66, paying only US\$ 833.33, on 3 August 2018. Accordingly, the Plaintiff gave notice and terminated the Agreement.
7. The Plaintiff has suffered loss and damage and as at the date hereof, the sum of US\$ 87,628.21 remains due and owing by the Defendant.
8. The Plaintiff therefore claims against the Defendant the sum of US\$ 87,509.16 to include the contractual interest at 8.5 % pursuant to clause 2 of the Agreement and costs and relies upon s.34 of the Judicature Law (2017 Revision) and Judgment Debts (Rates of Interest) Rules 2012, as amended from time to time.

**THE PLAINTIFF THEREFORE CLAIMS:**

- (a) Judgment in the sum of US\$ 87,509.16 or such other sums by way of damages that the Court deems just;
- (b) Interest;
- (c) Costs; and
- (a) Such further and other relief as to this Honourable may seem just.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of US\$ 87,509.16 further proceedings will be stayed. The money must be paid to the Plaintiff or her Attorney.

**DATED** at Grand Cayman this 7<sup>th</sup> August 2018

Nelson & Co.

Nelson & Co.

Attorneys for the Plaintiff

**THIS WRIT OF SUMMONS AND STATEMENT OF CLAIM** is issued by Nelson & Co., Attorneys-at-Law, attorney for the Plaintiff, whose address for service is that of his said attorneys at 31 The Strand, P.O. Box 2075, Grand Cayman KY1-1105 Cayman Islands.

**TO:** The Clerk of the Grand Court

**AND TO:** The Defendant

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: OF 2018

BETWEEN:

JULIA PHILLIPS

PLAINTIFF

AND:

CAYMAN AUTOMOTIVE LEASING & SALES LTD.

DEFENDANTS

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 .....

Attorney for the Defendant

Address for service:

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

Nelson & Company  
Attorneys at Law  
PO Box 2075  
31 The Strand  
46 Canal Point Drive  
Grand Cayman KY1-1105  
Attn: C Flanagan

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

[Empty box for Defendant's Attorney indorsement]

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 495, 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**

## 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.