

**IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION**

CAUSE NO: GC 89 OF 2019

BETWEEN:

CAYMAN ISLANDS DEVELOPMENT BANK

PLAINTIFF

AND:

TIFFANY GOULD

DEFENDANT



WRIT OF SUMMONS



TO:

The Defendant
Tiffany Gould
#12 Stonebridge Village
Savannah
Grand Cayman
Or c/o Kimpton Seafire Resort

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 3 day of June 2019

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 plaintiff is a bank carrying on business at Dr. Roys Drive, George Town, Cayman Islands.
2. Between May 2010 and December 2011 the plaintiff entered into a series of written loan agreements with the defendant wherein the plaintiff agreed to lend money to the defendant on terms and the pursuant to those agreements the plaintiff lent the total sum of CI\$68,000 to the defendant.
3. On or about the 13th March 2012 the plaintiff and defendant agreed to vary the terms of the agreement between the parties where in the plaintiff agreed to lend the further sum of CI\$1,245 and restructure the terms of the loan.
4. The said agreement was made in writing between the plaintiff and defendant by an offer letter dated 1st March 2012 and signed by the defendant on 13th March 2012 setting out the full terms of loan agreement.
5. By this agreement, the plaintiff and the defendant agreed as follows:
 - 5.1 The plaintiff would lend the defendant a further sum of CI\$1,245 for a total loan amount of CI\$67,230.00.
 - 5.2 The defendant would repay the sum of CI\$67,230.00 by monthly instalments over a period of 60 months, with the final payment due on 31 December 2016.
 - 5.3 The monthly repayments from March 2012 to May 2012 were to be in the sum of CI\$1,276.00.
 - 5.4 The monthly repayments from June 2012 until final payment were to be CI\$1,327.00.
 - 5.5 Interest was payable on the principal loan amount at the rate of 4.75% from March 2012 to May 2012 and at the rate of 6.85% per annum from June 2012.
6. Pursuant to the said agreement, the plaintiff paid to the defendant by way of set off the sum of \$1,245 and varied the terms of the agreement.
7. In breach of the agreement the defendant failed to make the monthly repayments in accordance with the terms of the agreement and as at 3 June 2019 the sum of CI\$82,685.05 is due and owing to the plaintiff broken down at as follows:

Principal Sum Outstanding	\$66,052.56
Interest accrued to 3 June 2019	<u>\$16,632.49</u>
Total:	\$82,685.05

STATEMENT REGARDING INTEREST

- a. The Plaintiff seeks pre and post judgment interest at the rate of 6.85% per annum payable on the sum owing pursuant to the terms of the agreement between the plaintiff and the defendant and the provisions of the Judicature Law (2017 Revision).
- b. Interest is calculated in accordance with the terms of the agreement between the plaintiff and the defendant at 6.85% per annum on the principal sum due and owing.
- c. Interest to 3 June 2019 is calculated above and thereafter is claimed on the from 4 June on the principal sum owing.
- d. The amount of interest owing at date of issue of this Writ is \$16,632.49
- e. The amount of interest accruing each day following the issue of this Writ is CI\$12.40.

AND THE PLAINTIFF CLAIMS:

- (i) The principal sum of CI\$66,052.56;
- (ii) Interest of CI\$16,632.49 accrued to 3 June 2019;
- (iii) Pre and post judgment Interest on the principal sum in accordance with the Judicature Law (2017 Revision) and the Judgment Debt (Rates of Interest) Rules as amended from time to time.
- (iv) Costs or alternatively fixed costs in the sum of CI\$500.00 plus filing fees and bailiff's fee for service



KSG Attorneys at Law

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\$82,685.05, filing fee, ad valorem fee, interest and costs 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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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 Plaintiff

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.

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
4th 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.

[Empty box for defendant's Attorney endorsement]