

STATEMENT OF CLAIM

1. The Plaintiff and Defendant are Husband and Wife respectively, having been married in March 2016 and at all material times were residents of the Cayman Islands.
2. The parties operated Bank Accounts at and with the Cayman Islands Branch of the Butterfield Bank, being Cayman Islands Dollar Account number 1361609240017 and Canadian Dollar Bank Account number 1241609240027 (collectively referred to hereafter as “the Accounts”).
3. Matrimonial difficulties arose between the parties sometime in 2019 and in March 2019 the Plaintiff discovered that the Defendant had removed the totality of the funds in the Accounts.
4. The total removed from the Accounts amounted to CI\$65,000.00 and was done without the prior knowledge, consent or agreement of the Plaintiff, who was responsible for the majority of the sums deposited in the Accounts .
5. On discovering the removal aforesaid the Plaintiff enquired of the Defendant as to the reason for the removal. The Defendant acknowledged that she was only entitled to one-half of the funds in the Accounts and would provide him with the other half once she was able to retrieve her personal belongings from the home of the Plaintiff in Canada. The Plaintiff agreed to the said proposal.
6. On or about the 1st day of May 2019 the Defendant moved out the matrimonial residence of the parties.
7. In June 2019 the Plaintiff went to his home in Canada to facilitate the Defendant’s daughter removing the personal possessions of the Defendant from his home.
8. On his return the Plaintiff, in both his personal capacity and through his Attorneys made demand on the Defendant to return to the Plaintiff the sum of CI\$32,500.00 but the Defendant has failed to make the said payment to the Plaintiff or his Attorneys.
9. In consequence of the above the Plaintiff has suffered loss and damages.

Particulars of Loss

(a) One-Half of Funds removed from the Accounts	CI\$32,500.00
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Particulars of Interest

- (a) The prescribed rate of interest from the 31st March 2019 to the date of filing is 2.3/8% per annum.
- (b) The accrued interest to date (5th December 2019) is CI\$525.39
- (c) The per diem interest as of the 1st April 2019 is CI\$2.11

Schedule of Interest Calculated

April 1, 2019-December 5, 2019	
$\$32,500 \times 2.3/8 / 100 \times 249 / 365$	
$\$32,500 \times 0.0238 \times 0.68$	CI\$525.39

AND THE PLAINTIFF CLAIMS:

- 1. The Principal sum of CI\$32,500.00;
- 2. Interest at the prescribed rate pursuant to the Grand Court Rules;
- 3. Costs.

If, within the time for returning the Acknowledgement of Service, the Defendant pays the total amount claimed of CI\$33,275.39 (including interest and cost) further proceedings will be stayed. The money must be paid to the Plaintiff or his Attorneys.

Dated this 23rd day of September 2020



Murray & Westerborg
Plaintiff's Attorneys-at-Law

THIS WRIT was issued by Murray & Westerborg, Attorneys-at-Law, for and on behalf of the Plaintiff whose address for service is that his said Attorneys-at-Law, The Second Floor (Southwest Wing) Cayman Shipping Centre Building, 10 Shipping Lane, George Town, Grand Cayman.

Acknowledgment of Service of Writ

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 complete and serve a Defence* on the Attorney for the Plaintiff (or on the Plaintiff if acting in person) within 14 days of the time for acknowledging receipt of the Writ of Summons, unless in the meantime a Summons for Judgment is served on the Defendant. The Plaintiff is at liberty to apply for Default Judgment against the Defendant if the Defence is not filed and served within 14 days of the time for acknowledging receipt of the Writ of Summons.
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 seek time to pay the claim or 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 or seeking time to pay, 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

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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. OF 2020

BETWEEN ANDREW SELIG PLAINTIFF
AND ELIZABETH NOLAN-SELIG DEFENDANT

ACKNOWLEDGEMENT 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 judgement being entered against a Defendant whereby he May have to pay the costs of applying to set it aside.

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

2. State whether the Defendant intends to contest the proceedings (tick the 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 judgement entered by the Plaintiff (tick box).

yes

Service of the Writ is acknowledged accordingly

(Signed).....
[Attorney] for
[Defendant in person]
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 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 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:

MURRAY & WESTERBORG
Attorneys-at-Law
2nd Floor (Southwest Wing) Cayman Shipping Centre Building
10 Shipping Lane
George Town
Grand Cayman

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