



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

**CAUSE NO. G 192 OF 2020**

**BETWEEN:**

**THE PROPRIETORS, STRATA PLAN NO 573**

Plaintiff

**-AND-**

**TURTLE COVE LTD**

First Defendant

**DAVID EARL MOFFITT**

Second Defendant

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**WRIT OF SUMMONS**

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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 495, 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 of Service within the time stated, or if you return the Acknowledgment of Service without stating therein your 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 30<sup>th</sup> day of November 2020

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.

**See overleaf for particulars of the Plaintiff's claim**

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## STATEMENT OF CLAIM

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1. The Plaintiff is a body corporate made up of the proprietors of all the strata lots contained in Strata Plan No. 573
2. The First Defendant is a limited liability company having its registered office at Bodden & Bodden Corporate Services, Caribbean Plaza, PO Box 10335, KY1-1003, Cayman Islands.
3. The Second Defendant is an individual who is resident in the Cayman Islands.
4. On or about 26 November 2020, the First and Second Defendants made a promissory note in favour of the Plaintiff (the “Promissory Note”).
5. The terms of the Promissory Note are that:
  - 5.1. The First and Second Defendants will pay the Plaintiff:
    - 5.1.1. The principal sum of US \$64,500, being equivalent to KYD \$52,890;
    - 5.1.2. Any costs of enforcement the Plaintiff might incur as a result of the Defendants’ breach of the terms of the promissory note, including solicitor/client costs on an indemnity basis;
    - 5.1.3. Interest on any unpaid portion of the principal and costs that are due under the promissory note, at the rate if at the rate of 10% per annum;on 28 November 2020;
  - 5.2. That the First and Second Defendants are jointly and severally liable for their obligations under the promissory note;
  - 5.3. That all payments made under the promissory note will be applied first to accrued and unpaid interest, then costs and then the principal sum due;
  - 5.4. That the promissory note is governed and construed in accordance with the laws of the Cayman Islands.
6. On or about the 28<sup>th</sup> of November 2020, the Defendants breached the terms of the promissory note by failing to pay the Plaintiff the amount due thereunder.
7. As at the date of filing, the Defendants have not paid any amounts owed to the Plaintiff under the Promissory Note.

8. In the circumstances the Plaintiff's claim is for principal of KYD \$52,890; pre and post judgment interest on principal and costs at the rate of 10% per annum from 27 November 2020 and continuing until all sums outstanding under the Promissory Note are paid in full and costs.

**AND THE PLAINTIFF CLAIMS:**

- A. The Debt of KYD \$52,890;
- B. Pre-judgment interest on the debt and costs at the contractual rate of 10% per annum from the 27 November 2020 until the date Judgment is entered;
- C. Post-judgment interest on the debt and costs at the contractual rate of 10% per annum from the date of Judgment until payment is made in full;
- D. Costs; and
- E. Such other relief as this Honourable Court sees fit.

Dated this 30<sup>th</sup> day of November 2020



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**Broadhurst LLC**

Attorneys-at-Law for the Plaintiff

This Writ of Summons is filed by Broadhurst LLC, Attorneys-at-Law for the Plaintiff, whose address for service is 40 Linwood Street, George Town, Grand Cayman, Cayman Islands.

## INDORSEMENTS

### LIQUIDATED DEBT OR DEMAND

The amount claimed in respect of the liquidated debt or demand is KYD \$52,933.47 and is made up as follows:

Principal:	KYD \$52,890
Interest:	KYD \$43.47 from 27 November 2020 to 30 November 2020

If, within the time allowed to return the acknowledgement of service, the Defendant pays the Plaintiff or its attorneys-at-law KYD \$52,933.47 plus fixed costs of \$500, the filing fee of \$200, ad valorem fee of \$428.90 and interest interest of KYD \$14.49 per day from 1 December 2020 until the date of payment, further proceedings will be stayed.

### INTEREST

Simple interest is claimed at the contractual rate of 10% per annum pursuant to the Promissory Note signed by the Defendant and dated 26 November 2020.

Interest began to accrue under the Promissory Note on 27 November 2020. As of 30 November 2020, the total interest claimed is KYD \$43.47. Interest is continuing to accrue at 10% per annum, being KYD \$14.49 per day.

## **DIRECTIONS FOR ACKNOWLEDGEMENT OF SERVICE OF WRIT OF SUMMONS**

1. The accompanying form of *Acknowledgement 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, PO Box 495, 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 endorsed on the Writ (i.e. the words “Statement of Claim” appear on the top of page 2). The defence must be served within fourteen (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 endorsed on the Writ, the defence need not be served until fourteen (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 fourteen (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.

## **Notes for 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 fourteen (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, 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 authorized to act on behalf of the Company, but the Company can take no further steps in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL HEALTH 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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Plaintiff

-AND-

TURTLE COVE LTD

First Defendant

DAVID EARL MOFFITT

Second Defendant

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ACKNOWLEDGEMENT OF SERVICE  
OF WRIT OF SUMMONS

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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: Turtle Cove Ltd (First Defendant) and David Earl Moffitt (Second Defendant)

2. State whether the Defendant intends to contest the proceeding (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 proceeding, 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: \_\_\_\_\_

First Defendant, by its Director, David Earl Moffitt

Signed: \_\_\_\_\_

Second Defendant, David Earl Moffitt

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**Notes on address for service**

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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 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.*

**BROADHURST LLC.  
ATTORNEYS-AT-LAW  
40 LINWOOD STREET  
GRAND CAYMAN  
CAYMAN ISLANDS**

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

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

A large, empty rectangular box with a thin black border, intended for the endorsement text mentioned in the instruction above.