



IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: GC 85 OF 2021

B E T W E E N:

JACQUES SCOTT & COMPANY LIMITED

Plaintiff

AND

LUCILLE BARNES

Defendant

WRIT OF SUMMONS

TO:

Lucille Barnes
PO Box 1630, George Town
Grand Cayman, KY1-1109
Grand Cayman

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, PO 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 within the time stated, or if you return the Acknowledgement 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 26 day of May 2021

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 Acknowledgement of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. The Plaintiff is and was at all material times a company organised and carrying on business pursuant to the laws of the Cayman Islands. The Plaintiff's address for service is care of its attorneys, HSM Chambers, 68 For Street, PO Box 31726, George Town, Grand Cayman, KY1-1207, Cayman Islands.
2. The Defendant is an individual who resides in the Cayman Islands with a mailing address of PO Box 1630, Grand Cayman, KY1-1109, Cayman Islands.
3. Pursuant to a Promissory Note dated 1 March 2019, the Defendant agreed to repay the debt of CI\$33,784.76. It was agreed that the Defendant would repay the debt by way of instalments.
4. The Promissory Note contained, *inter alia*, the following terms:
 - a. *"The total principal sum of CI\$33,784.76 shall be payable by instalments of no less than CI\$750.00 payable every week with the first instalment due on Monday March 4th 2019."*
Then every week thereafter until the debt is paid.
 - b. *"Interest shall be payable on default in making any required payment on the remaining balance at the rate of 11.5% per annum."*
 - c. *In the event that any payment of principal is not paid within (7) days of its due date hereunder...all unpaid amounts evidences by this promissory note...shall immediately become due and payable, without demand or notice."*
 - d. *"...all costs and expenses of collection or attempts at collection (including legal fees on a full indemnity basis...) may be recovered..."*.
5. Various sporadic payments were made by the Defendant, however, they failed to adhere to the terms of repayment.
6. In breach of the Promissory Note the Defendant failed to pay the instalments as and when due and as a result the Plaintiff has suffered loss and damage.

7. On or around 9 March 2021, the Defendant, was served with a demand letter. The amount owing at that stage was CI\$26,121.81. The Defendant has paid CI\$300 since the demand letter was served. Accordingly, the Plaintiff claims the current principal sum of CI\$25,821.81.
8. Further, the Plaintiffs also claims contractual pre- and post-judgment interest at 11.5% per annum in accordance with the terms of the Promissory Note.
9. Alternatively, the Plaintiffs claim pre- and post-judgment interest in accordance with s.34 of the *Judicature Act (2021 Revision)* and the *Judgment Debts (Rates of Interest) Rules, (2021 Revision)* at the rate of 2.375% for such period as the Court deems fit.
10. As a result of the above, the Plaintiff is entitled to the relief claimed in these proceedings.

AND THE PLAINTIFFS CLAIM:

- a) CI\$25,821.81 being the principal sum due;
- b) Pre- and post-judgment interest from 25 February 2021 at the contractual rate of 11.5% per annum and continuing at the rate of CI\$8.14 per diem in accordance with the terms of the contract;
- c) Alternatively, pre- and post-judgment interest in accordance with s.34 *Judicature Act (2021 Revision)* and the *Judgment Debts (Rates of Interest) Rules, (2021 Revision)* at 2.38% per annum.
- d) Costs to be taxed if not agreed;
- e) Such further and other relief as this Court may deem just,

Hsm chambers

**HSM Chambers
Attorneys for the Plaintiff**

INDORSEMENT

The principal amount claimed in respect of the debt is CI\$25,821.81. The amount of the filing fees to commence the proceeding is CI\$200.00 plus ad valorem fees of CI\$158.22. If, within the time for returning the acknowledgement of service, the defendants pay the plaintiff or its attorneys-at-law the total amount claimed in principal, interest and the costs of issuing the Writ of Summons, further proceedings will be stayed. The money must be paid to the plaintiff or to its attorneys-at-law.

INDORSEMENT REGARDING INTEREST

1. The contractual term upon which interest is claimed is as set out in paragraph 4 above;
2. The prescribed rate of interest is 11.5% per annum;
3. The date from which interest is payable is 25 February 2021;
4. The amount of interest accruing due each day is CI\$8.14.
5. Alternatively, pre- and post-judgment interest in accordance with s.34 Judicature Act (2021 Revision) and the Judgment Debts (Rates of Interest) Rules, (2021 Revision) at 2.375% per annum.
6. The amount of interest accruing due each day is CI\$1.68.

Acknowledgment of service of writ of summons (O.12, r.3)

**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 each Defendant or by each Defendant if acting in person.

After completion it must be delivered or sent by post to the Law Courts, PO Box 495 GT, 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
Please complete overleaf***

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 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.

B E T W E E N:

JACQUES SCOTT & COMPANY LIMITED

Plaintiff

AND

LUCILLE BARNES

Defendant

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,

Delay may result in judgment being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.

THIS FORM MAY HAVE TO BE RETURNED.

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
[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 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 communication 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.

HSM Chambers
68 Fort Street
PO Box 31726
George Town
Grand Cayman KY1-1207
CAYMAN ISLANDS

Ref: SS/300004-0111

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

