

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

**CAUSE NO: 568 OF 1998**

**BETWEEN: ROBERT BODDEN - PLAINTIFF**

**AND: MARGARET KEOGH - DEFENDANT**

**WRIT OF SUMMONS**



TO: Ms. Margaret Keogh  
Apartment #  
Sunshine Apartments  
George Town, 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 Courts Office, P.O. Box 495, George Town, Grand Cayman, the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings.

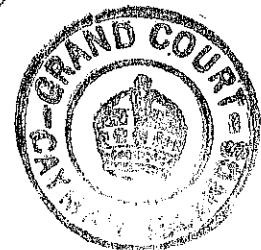
If you fail to satisfy the claim or to return the Acknowledgement within the time stated, or if you return the Acknowledgement without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgement may be entered against you forthwith without further notice.

Issued this <sup>th</sup> 24 day of Sept, 19 98.

NOTE-this Writ may not be served later than 4 calendar months.

**IMPORTANT**

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



## STATEMENT OF CLAIM

1. The Plaintiff is a Caymanian businessman who resides in Spotts Newlands, Grand Cayman and at the material time was a friend and a Business Partner of the Defendant.
2. The Defendant is an Interior Decorator who previously resided at Sunshine Apartments, Crewe Road, Grand Cayman, and at the material time she was a business partner of the Plaintiff.
3. The Plaintiff's claim is for funds totalling CI\$ 25,127.87 being the total amount paid to or advanced on behalf of the Defendant during the period of March, 1998 through July, 1998, which amounts the Defendant promised to repay but to date has made no payments thereon. The amount also includes the price of a motor vehicle which was purchased for the Plaintiff and the Defendant, on the condition that she would contribute ½ of the purchase price which she did not do. The Plaintiff therefore paid the total purchase price, and the Customs duty to have same cleared, although the Defendant upon the arrival of the motor vehicle in the Cayman Islands, placed the title into her sole name.
4. On or about 30<sup>th</sup> March, 1998 the Plaintiff purchased a 1982 Mercedes Benz motor vehicle registration number 70 875 from the Defendant's sister in Seattle Washington, United States of America for the price of US\$16,000.00. The said purchase price of the car was paid for by two cheques: one dated 30<sup>th</sup> March, 1998 drawn on Cayman National Bank Ltd in the amount of US\$8,000.00 (cheque # 356734) which cheque was issued by order of the Plaintiff; and another cheque dated 9<sup>th</sup> April, 1998 drawn on the Bank of Nova Scotia Trust Company (Cayman) Ltd in the amount of US\$8,000.00 (cheque # 157971) which cheque was again issued by order of the Plaintiff. The Cayman National Bank cheque was made payable to M. Baris or J. Baris, the Defendant's sister and her husband and the Bank of Nova Scotia cheque was made payable to "Maureen Baris", the Defendant's sister.
5. After the car had been bought from the Defendant's sister the title was placed in the Defendant's name so that it could be driven from Seattle to Florida by the Defendant who is an American Citizen and who also holds an American Driver's License.
6. Prior to the purchase of the said motor vehicle, there was a verbal agreement between the Plaintiff and the Defendant that they would contribute equally to the purchase price and any other incidental payments in relation to the said motor vehicle and that the title to the car, once each had made their respective contributions, would be placed in the name of a corporation to be formed and registered in the Cayman Islands and which corporation was to be jointly owned by the Plaintiff and the Defendant.
7. Upon the arrival of the said motor vehicle in the Cayman Islands the Plaintiff gave the Defendant CI\$3,371.00 to pay the Customs duty on the said motor vehicle and indicated to her that the title to the car should be placed in the Plaintiff's sole name until she had made her contributions to entitle her to joint ownership to the said vehicle.

8 In breach of these instructions and the agreement between the parties, and without the knowledge and/or consent of the Plaintiff, the Defendant cleared the said motor vehicle with the Customs Department and placed the title to the said motor vehicle in her sole name. The Plaintiff also subsequently learnt that the Defendant fraudulently and misleadingly declared that the purchase price on the vehicle was US\$8,000.00 rather than the US\$16,000.00 which had been paid, and that she paid duty only on the said US\$8,000.00.

9 On or about 3<sup>rd</sup> March, 1998 the Plaintiff loaned CI\$4,060.57 to the Defendant to assist her to pay of certain bills which she had incurred with the promise that the Defendant would repay those funds on a regular basis. In addition the Plaintiff also paid the Defendant's rent and security deposit at the Sunshine Apartments of US\$1,500.00 which amount the Defendant again promised that she would repay to the Plaintiff. The Defendant subsequently paid off some of the funds relating to the loan of CI\$4,060.57 so that to date a total amount of CI\$2,035.57 remains outstanding. However, the Defendant has made no reimbursement payments on the US\$1,500.00 which was paid for her rent and security deposit so that the total amount remains outstanding.

10 In addition to the above the Plaintiff on other occasions advanced funds to the Defendant for various payments on the basis that she would repay him in full. As evidence of these other advances of funds the Defendant signed a Promissory Note in the amount of CI\$3,371.93 on 21<sup>st</sup> July, 1998 and on the same date she signed a further Promissory Note of CI\$2,000.00 indicating that these funds were outstanding to the Plaintiff. In breach of the said agreements the Defendant has not paid any of the said funds to the Plaintiff and they remain due and owing.

11 The Plaintiff has now learnt that the Defendant has left the Island without informing him and that she may not be returning to the Cayman Islands. The Plaintiff has also learnt that the Defendant, prior to her departure, had left the Mercedes Benz with a shipping agent with instructions that it be shipped to the United States of America. The Plaintiff at present is uncertain as to exactly where in the United States the Defendant is currently residing and understands that the only asset which the Defendant has in her sole name is the said motor vehicle.

#### **WHEREFORE THE PLAINTIFF CLAIMS AGAINST THE DEFENDANT**

- (a) **A DECLARATION** that the Plaintiff is entitled to the full beneficial and legal ownership of the Mercedes Benz motor vehicle registration # 70 875
- (b) **An Order** that the Defendant do sign the requisite Transfer forms to enable the full legal and beneficial title to the said motor vehicle to be transferred to the Plaintiff without the payment of any form of remuneration to the Defendant for so doing.

© The sum of (US\$1,500.00) ( security deposit and rent)	CIS\$1,230.00
(d) The sum of (Promissory Note -21/7/98)	CIS\$3,371.93
(e) The sum of (Promissory Note - 21/7/98)	CIS\$2,000.00
(f) The sum of (payment of bills etc)	CIS\$2,035.57
<b>TOTAL</b>	<u>CIS 8,636.87</u>

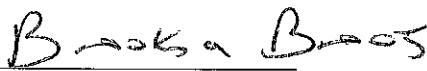
**(g) FURTHER AND IN THE ALTERNATIVE**

The sum of US\$16,000.00 (CIS\$13,120.00 ) being payment for the Mercedes Benz plus customs duty of CIS 3371.00)	CIS\$16,491.00
<b>TOTAL</b>	<u>CIS\$25,127.87</u>

**(h) FURTHER AND/OR OTHER** Orders and/or Declarations as deemed necessary.

**(i) Costs**

Dated this 24<sup>th</sup> day of September, 1998.

  
**BROOKS & BROOKS**  
**Attorney-At-Law**  
**for the Plaintiff**

**PLEASE NOTE** that if within the time for returning the Acknowledgement of Service (i.e 14 days) the Defendant provides the Plaintiff's Attorneys At Law with a duly completed Transfer to have the Mercedes Benz transferred to the name of the Plaintiff and pays the amount of CIS\$8,636.87 plus costs incurred of CIS\$1,000.00 plus disbursements of CIS\$250.00 (total CIS\$9,886.70) further proceedings will be stayed.

**ALTERNATIVELY** if within the time for returning the Acknowledgement of Service (i.e. 14 days) the Defendant pays the amount CI\$26,377.70 being CI\$ 25,187.67 plus CI\$1,000.00 fees and CI\$ 250.00 for Disbursements these proceedings will be stayed. The Transfer Forms and the money must be provided and paid to the Plaintiff or his Attorney-At-Law.

**THIS WRIT ISSUED** by Brooks & Brooks Attorney-At-Law for the Plaintiff whose address for service is 2<sup>nd</sup> floor Harbour Centre, P.O. Box 1355, George Town, Grand Cayman.

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

**CAUSE NO: 588 OF 1998.**

**BETWEEN:            ROBERT V BODDEN            -            PLAINTIFF**  
**AND:                 MARGARET KEOGH            -            DEFENDANT**

**ACKNOWLEDGEMENT OF SERVICE  
OF WRIT OF SUMMONS**

If you intend to instruct an Attorney-At-Law 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 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 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 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.

Endorsement by Plaintiff's Attorney (or by Defendant if suing in person) of his Name, Address and References, if any, in the box below.

Brooks & Brooks  
Attorneys At Law  
P O Box 1355 GT  
2<sup>nd</sup> Floor Harbour Centre  
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.