

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

Cause No. 716 of 1998 .

**Between:**

**DIANNE CHEN**

**Plaintiff**

**- and -**

**STANLEY WALTON**

**Defendant**

**WRIT OF SUMMONS**

To: Stanley Walton  
c/o Chelsea's Sports Bar & Billiards  
P.O. Box 352, G.T.

or

P.O. Box 142, B.T.  
Grand Cayman  
Cayman Islands, B.W.I.

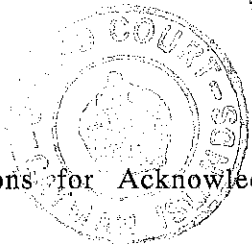
**THIS WRIT OF SUMMONS** has been issued against you by the above named Plaintiff in respect of the claim set out on the next page.

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, G.T. Grand Cayman, 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 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.

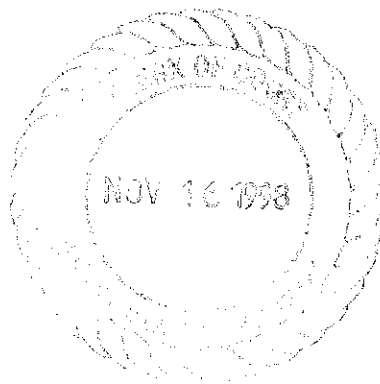
Issued the 16<sup>th</sup> day of November, 1998.

**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 a citizen of Australia who at all material times used to reside in the Cayman Islands.
2. The Defendant is a businessman carrying on business in the Cayman Islands.
3. The Plaintiff and the Defendant entered into an agreement, in respect of the loan of monies on the 22nd of January, 1997, whereby a typed agreement was signed by both parties and witnessed.
4. The Plaintiff had loaned to the Defendant the total sum of CI\$18,720.00. Agreement was made for the Defendant to repay to the Plaintiff this total sum of the loan at the rate of CI\$6,240.00 per month beginning January 31st, 1997 and ending March 31st, 1997. The Defendant is in breach of this agreement.
5. To date the Defendant has made a total payment of CI\$6,656.00 on this outstanding debt. The remaining balance still outstanding and owed on this loan to the Plaintiff is CI\$12,064.00.
6. On the 29th day of May, 1997 an additional agreement was made where by the Defendant would repay the Plaintiff in instalments as he deemed just over the course of a year, repaying the entire debt to the borrower at the end of the year.
7. This agreement was in addition to and not in place of the loan agreement dated January 22nd, 1997.
8. This agreement also included outstanding monies owed to the Plaintiff for charges made by the Defendant on the Plaintiff's American Express Card in the sums of CI\$500.00 and US\$1,600.00 (CI\$1,344.00) during the period from mid August, 1996 to mid September, 1996.
9. The Defendant has been contacted numerous times and has indicated he would be making payments, however, payments have not been forthcoming. The Defendant was last contacted on September 16th, 1998 when he indicated he would be seeing an attorney to work out a reasonable payment schedule. However, no instructions had been given to the attorney in regards to the Plaintiff. To date the Defendant has neglected or refused to pay the outstanding debts.

### **THE PLAINTIFF, therefore, claims:**

1. The sum of CI\$12,064.00 being the balance outstanding on the said Loan;
2. Interest upon the said damages pursuant to the Judicature Law (1995 Revision) and the Judgement Debts (Rates of Interest) Rules 1996 at the rate as prescribed of 7 3/8% or at such other rate as may be prescribed or as this Honourable Court deems just from January 31st, 1997, the date on which the first payment was to be made on the loan;

3. The sum of CI\$1,844.00 being the balance outstanding on the said American Express charges;
4. Interest upon the said damages pursuant to the Judicature Law (1995 Revision) and the Judgement Debts (Rates of Interest) Rules 1996 at the rate as prescribed of 7 3/8% or at such other rate as may be prescribed or as this Honourable Court deems just from September 30th, 1996; and
5. Costs

Dated this 2nd day of November, 1998.

Collins Broadhurst & Furniss  
Collins Broadhurst & Furniss  
Attorneys-at-Law for the Plaintiff

This Writ & Statement of Claim has been issued by **Collins Broadhurst & Furniss** whose address for service is 40 Linwood St., P.O. Box 2503, G.T. , Grand Cayman, Cayman Islands, B.W.I.

## 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, P.O. Box 495, G.T. 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 not 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 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 within 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 Acknowledgement of Service, that he intends to apply for a stay, execution will be stayed for fourteen 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.

### 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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

Cause No. 716 of 1998 .

Between:

DIANNE CHEN

Plaintiff

- and -

STANLEY WALTON

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

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

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2. State whether the Defendant intends to contest the proceedings (*tick appropriate box*)  
Yes [ ] No [ ]

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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 [ ]

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Service of the Writ is acknowledged accordingly

(signed) \_\_\_\_\_

[Attorney] for

[Defendant in Person]

Address for service:

*Please see over leaf.....*

**Notes on address for service**

Attorney: where 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.

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

COLLINS BROADHURST & FURNISS  
Attorneys-at-Law  
40 Linwood St.  
P.O. Box 2503, G.T.  
Grand Cayman  
Cayman Islands, B.W.I.

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