

IN THE GRAND COURT OF THE CAYMAN ISLANDS  
HOLDEN AT GEORGE TOWN, GRAND CAYMAN  
CIVIL JURISDICTION

CAUSE NO. 214 OF 1999

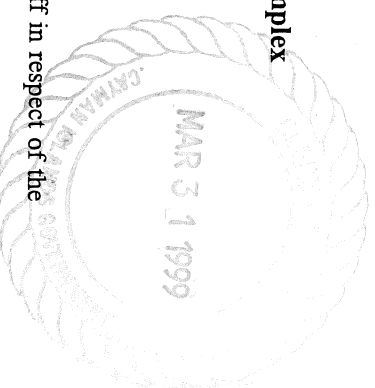
BETWEEN: MILLIE SMALL-COWDEN PLAINTIFF  
AND: GILROY BRYCE MERRREN DEFENDANT

WRIT OF SUMMONS

TO: Mr. Gilroy Bryce Merren  
c/o Hurley's Supermarket  
Red Bay Road  
George Town  
Grand Cayman

or

Z-99/Cayman Imports Complex  
Walkers Road  
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 Court Office, P.O. Box 945 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 judgment may be entered against you forthwith without further notice.

Issued this 31<sup>st</sup> day of March 1999.

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. That the Plaintiff is a businesswoman whose address in the Cayman Islands is Savannah, Grand Cayman.
2. The Defendant is a businessman of George Town, Grand Cayman, Cayman Islands.
3. On or about the 3<sup>rd</sup> November, 1997 at the Defendant's request, the Plaintiff loaned to the Defendant the sum of US\$160,000 (one hundred and sixty thousand United States dollars). The Agreement was that the said sum was to be repaid to the Plaintiff over a period of six (6) months. It was also agreed that the interest rate would be at 13.5% per annum.
4. It was also further agreed between the Plaintiff and the Defendant that the loan was to be secured by a charge over certain property which the Defendant owned. The Defendant was also to provide a personal guarantee.
5. Based on the aforesaid agreement the Plaintiff wire transferred from the United States of America the sum of US\$160,000 (one hundred and sixty thousand United States dollars) on or about the 3<sup>rd</sup> November, 1997 to the Defendant. The Defendant acknowledged in writing receipt of the said US\$160,000 (one hundred and sixty thousand United States dollars).
6. At a later date the Plaintiff attended the office of the Attorney for the Defendant and executed charges to secure the loan in the principal sum of US\$160,000 (one hundred and sixty thousand United States dollars) at the interest rate of 13.5% per annum. The Defendant informed the Plaintiff that the charges would be registered at the Land Registry. However, to date the Defendant has failed so to do.
7. Despite several attempts by the Plaintiff to obtain the repayment of the US\$160,000 (one hundred and sixty thousand dollars) and interest thereon from the Defendant, the Defendant has failed to make any payment whatsoever as per the agreement between the Plaintiff and the Defendant.
8. On or about the 26<sup>th</sup> February, 1999 the Plaintiff instructed her Attorneys-at-Law to write a letter formally demanding from the Defendant the payment of the outstanding sum of US\$160,000 (one hundred and sixty thousand dollars) and interest accrued thereon in the amount of US\$28,405.48 (twenty-eight thousand, four hundred and five United States dollars and forty-eight cents) to the 26<sup>th</sup> February, 1999 within fourteen (14) days of the date of the letter. The letter was hand delivered to the Defendant on the 26<sup>th</sup> February, 1999. Despite the formal request made by the Plaintiff the Defendant has still not paid the outstanding sum of US\$160,000 (one hundred and sixty thousand United States dollars) plus interest.

### **AND THE PLAINTIFF CLAIMS: -**

- 1) The principal sum of US\$160,000.
- 2) Interest of 13.5% from the 3<sup>rd</sup> November, 1997 to the 31<sup>st</sup> March, 1999 in the sum of US\$30,358.42.
- 3) Interest at 13.5% per annum from date of filing the Writ to date of Judgement and thereafter at 13.5% per annum from date of Judgement to date of satisfaction of the said debt.
- 4) Costs of this action.
- 5) Such further and other relief as this Honourable Court deems fit and proper.

Dated this 30<sup>th</sup> day of March 1999.

  
NERVIK & COMPANY

**NOTE:**

If, within the time for returning the Acknowledgement of Service the Defendant pays the total amount claimed of US\$160,000 plus interest of US\$30,358, the fixed costs and the costs of issuing the Writ of Summons, further proceedings will be stayed. The money must be paid to the Plaintiff or her Attorneys-at-Law.

TO: The Clerk of Courts

AND TO:

The Defendant		
Mr. Gilroy Bryce Merren		
c/o Hurley's Supermarket	or	Z-99/Cayman Imports Complex
Red Bay Road		Walkers Road
George Town		George Town
Grand Cayman		Grand Cayman

THIS WRIT OF SUMMONS AND STATEMENT OF CLAIM was issued by Nervik & Company, Attorneys-at-Law for the Plaintiff herein whose address for service is that of her said attorneys, P. O. Box 31488 SMB, Elizabethan Square, Phase I, George Town, Grand Cayman.



IN THE GRAND COURT OF THE CAYMAN ISLANDS  
HOLDEN AT GEROGGE TOWN, GRAND CAYMAN  
CIVIL JURISDICTION

CAUSE NO. 214 OF 1999

**BETWEEN:** MILLIE SMALL-COWDEN PLAINTIFF  
**AND:** GILROY BRYCE MERRIN DEFENDANT

**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 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 14 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgement is served on the Defendant.

If the Defendant fails to serve his defence within the appropriate time, the Plaintiff may enter judgement 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 judgement 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 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 instalments or otherwise.

### Notes for guidance

1. Each Defendant (if there is 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, 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 to 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 Attorneys acting for a guardian **ad item**.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.



Service of the Writ is acknowledged accordingly

(Signed) .....

[Attorney] for .....

[Defendant if person]

Address for service:

**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 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 space below

**Nervik & Company  
Elizabethan Square,  
Phase I,  
George Town,  
Grand Cayman**

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

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