

IN THE GRAND COURT OF THE CAYMAN ISLANDS

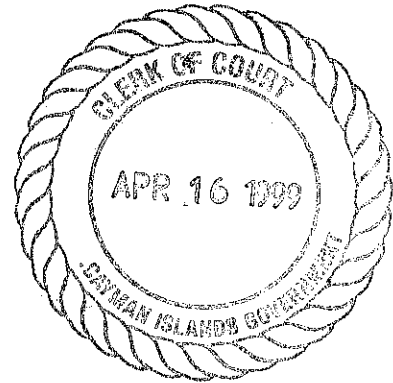
CAUSE NO. 256 OF 1999

BETWEEN: (1) CARLOS DANIEL RANKINE  
(2) LURLINE RANKINE PLAINTIFFS

AND: (1) JACQUELINE SHELLY-WHITTAKER  
(2) ALLAN RAY WHITTAKER DEFENDANTS



WRIT OF SUMMONS



TO: Ms. Jacqueline Shelly-Whittaker  
Old Man Bay  
North Side, Grand Cayman

AND TO: Mr. Allan Ray Whittaker  
Old Man Bay  
North Side, 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 of Summons 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 Acknowledgment 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 16<sup>th</sup> day of April, 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 Acknowledgment of Service are given with the accompanying form.

**INDORSEMENT**

1. The Plaintiffs' claim against the 1<sup>st</sup> and 2<sup>nd</sup> Defendants jointly and severally, is for CI\$5,750 as money lent by the Plaintiffs to the 1<sup>st</sup> and 2<sup>nd</sup> Defendants, plus interest.
2. The Plaintiffs' further claim against the 1<sup>st</sup> Defendant alone is for CI\$5,000 as money lent by the Plaintiffs to the 1<sup>st</sup> Defendant, plus interest.

*Charles Adams, Ritchie & Duckworth*

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**CHARLES ADAMS, RITCHIE & DUCKWORTH  
ATTORNEYS-AT-LAW FOR THE PLAINTIFF**

This Writ was issued by Charles Adams, Ritchie & Duckworth, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service is P.O. Box 709, Zephyr House, Mary Street, George Town, Grand Cayman, British West Indies

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 256 OF 1999

BETWEEN: (3) CARLOS DANIEL RANKINE  
(4) LURLINE RANKINE PLAINTIFFS

AND: (3) JACQUELINE SHELLY-WHITTAKER  
(4) ALLAN RAY WHITTAKER DEFENDANTS

ACKNOWLEDGMENT OF SERVICE  
OF WRIT OF SUMMONS

Important. Read the accompanying Delay may result in judgment being  
direction and notes for guidance entered against a Defendant whereby  
carefully before completing this form. If he may have to pay the costs of  
any information required is omitted or applying to set it aside.  
given wrongly, 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

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Service of the Writ is acknowledged accordingly  
(Signed) .....  
[Attorney] for  
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.

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

Charles Adams, Ritchie & Duckworth P.O. Box 709 Zephyr House Mary Street George Town, Grand Cayman Cayman Islands
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Indorsement by Defendant's Attorney (or by Defendant if suing in person) of his name, address and reference, if any, in the box below.

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Filed by Charles Adams, Ritchie & Duckworth, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service is that of its said Attorneys-at-Law, P.O. Box 709, Zephyr House, Mary Street, George Town, Grand Cayman, B.W.I. (Ref: RWM/lcs/003-124)

### Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgment 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 serve 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. 256 OF 1999**

**BETWEEN:** (1) CARLOS DANIEL RANKINE  
(2) LURLINE RANKINE **PLAINTIFFS**

**AND:** (1) JACQUELINE SHELLY-WHITTAKER  
(2) ALLAN RAY WHITTAKER **DEFENDANTS**

**STATEMENT OF CLAIM**

1. The Plaintiffs are husband and wife who reside in North Side, Grand Cayman, Cayman Islands.
2. The Defendants are husband and wife, both of whom are residents in the Cayman Islands.
3. In November, 1993 the Defendants approached the Plaintiffs and requested a loan from the Plaintiffs in the amount of CI\$6,000.00. On the 17<sup>th</sup> November, 1993, the Plaintiffs agreed to lend to the Defendants the sum of CI\$6,000.00 which the Defendants agreed to repay at the rate of the minimum amount CI\$250.00 per month. The said agreement is evidenced in writing by a Promissory Note signed by the Defendants on the 29<sup>th</sup> November, 1993, ("the Agreement").

4. It was orally agreed that the Defendants would commence payment on the 31<sup>st</sup> January, 1994.
  
5. In accordance with the terms of the Agreement, funds were advanced to the Defendants in 2 instalments, the 1<sup>st</sup> being on the 17<sup>th</sup> November, 1993 in the amount of CI\$1,205.00 and on the 29<sup>th</sup> November, 1993, the balance of CI\$4,795.00 was paid to the Defendants by the Plaintiffs.
  
6. The Defendants made no payment to the Plaintiffs during the year 1994. The Plaintiffs were informed by the Defendants that they were having financial difficulties at that time, and that they would commence making monthly payments very shortly.
  
7. On the 17<sup>th</sup> May, 1995, the Plaintiffs were again approached by the 1<sup>st</sup> Defendant who requested a further loan from the Plaintiffs. After some consideration, the Plaintiffs subsequently agreed to lend to the 1<sup>st</sup> Defendant the sum of CI\$5,000.00 which the 1<sup>st</sup> Defendant agreed to repay by way of monthly instalments of CI\$300.00 per month commencing on the 30<sup>th</sup> June, 1995, ("the Further Agreement"). The Further Agreement is evidenced on the Promissory Note and was executed by the 1<sup>st</sup> Defendant on the 17<sup>th</sup> June 1995. The Plaintiffs intend to rely on this document at the trial for its full terms and legal effect.

8. On the 17<sup>th</sup> June, 1995, in pursuance of the Further Agreement, the Plaintiffs advanced to the 1<sup>st</sup> Defendant the sum of CI\$5,000.00.
9. The Defendants have paid a total amount of CI\$250.00 on the amount of CI\$6,000.00, leaving a balance due and owing to the Plaintiffs of CI\$5,750.00.
10. Despite the numerous demands by the Plaintiffs for repayment of the amounts due, the Defendants have failed and/or refused to pay the balance due and/or any part thereof save and except for the amount of CI\$250.00 referred to at paragraph 9 herein.

**AND THE PLAINTIFF CLAIMS:-**

1. The sum of CI\$5,750.00 against the Defendants and each of them jointly and severally.
2. Pre-Judgment Interest on the amount of CI\$5,750.00 at the rate of 7 3/8 % per annum, or at such other rate as the Court directs, from the 31<sup>st</sup> January 1994 to the 31<sup>st</sup> December, 1998, thereafter, at the rate of 7% per annum, being CI\$2,196.54, or at such other rate as the Court directs, pursuant to Section 34 of the Judicature Law (1995 Revision).
3. Post-Judgment Interest thereafter pursuant to Section 34 of the Judicature Law (1995 Revision).
4. The sum of CI\$5,000.00 against the 1<sup>st</sup> Defendant alone, in addition to the said sum of CI\$5,750.00.
5. Pre-Judgment Interest on the amount of CI\$5,000.00 at the rate of 7 3/8 % per annum, or at such rate as the Court directs, from the 30<sup>th</sup> June 1995 to the 31<sup>st</sup> December, 1998, thereafter at the rate of 7% per annum, being CI\$1,392.59, or at such other rate as the Court directs, pursuant to Section 34 of the Judicature Law (1995 Revision).

6. Post-Judgment Interest thereafter pursuant to Section 34 of the Judicature Law (1995 Revision).
7. Costs.

**STATEMENT REGARDING INTEREST:**

- (i) The rate of Pre-Judgment Interest is  $7\frac{3}{8}$  % per annum up to the 31<sup>st</sup> December, 1998 and from thereon at 7% per annum, or at such other rate as the Court directs.
- (ii) The date from which interest is calculated on the sum of CI\$5,750.00 is the 31<sup>st</sup> January 1994.
- (iii) The interest accruing each day hereafter is CI\$1.10.
- (iv) The date from which interest is calculated on the sum of CI\$5,000.00 is the 30<sup>th</sup> June, 1995.
- (v) The interest accruing each day hereafter is CI\$.96 per day.

If, within the time for returning the Acknowledgment of Service, the Defendants, or either of them pays the total amount claimed of CI\$10,750.00 (excluding fixed costs of CI\$500.00 and filing fees of CI\$122.50 ) further proceedings will be stayed. The money must be paid to the Plaintiffs.



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**CHARLES ADAMS, RITCHIE & DUCKWORTH  
ATTORNEYS-AT-LAW FOR THE PLAINTIFF**

This Statement of Claim was filed by Charles Adams, Ritchie & Duckworth, Attorneys-at-Law for and on behalf of the Plaintiffs herein whose address for service is P.O. Box 709, Zephyr House, Mary Street, George Town, Grand Cayman, British West Indies (Ref: RWM/kc).