

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: <sup>287</sup> OF 1999

BETWEEN:

DARNOL KELLY

Plaintiff

-and-

YENDI PARCHMAN

Defendant

WRIT OF SUMMONS

TO: YENDI PARCHMAN  
P.O. BOX 30279 SMB  
Grand Cayman, Cayman Islands  
British West Indies

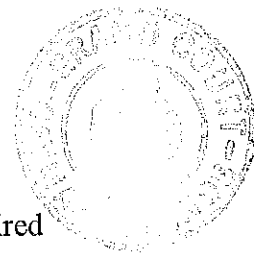


THIS WRIT OF SUMMONS has been issued against you by the above named Plaintiff in respect of the claim set out on the next page.

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 495G, 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 Acknowledgment 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 <sup>30<sup>th</sup></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.

**STATEMENT OF CLAIM**

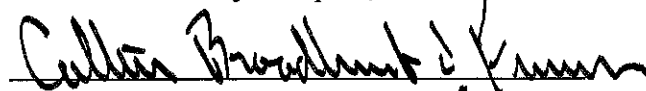
1. The Plaintiff is an individual residing in West Bay, The Cayman Islands.
2. The Defendant is an individual residing in the Cayman Islands.
3. In or about September of 1998, the Defendant asked the Plaintiff to assist her in obtaining a loan from a local financial and lending institution. The Defendant stated to the Plaintiff that she required a loan of or about \$4000.00 to look after personal financial obligations and that she required the funds only until December of 1998. The Defendant specifically told the Plaintiff that his financial commitment to assist the Plaintiff would end in December of 1998 at which time whatever security or funds he provided for her benefit would be released or repaid to him.
4. In reliance on the above described statements, the Plaintiff and the Defendant agreed as follows:
  - a. The Plaintiff and the Defendant would make a loan application to The Cayman Islands Civil Service Association Co-operative Credit Union Limited (hereinafter referred to as "the lender") as co-borrowers;
  - b. The loan proceeds would be for the exclusive use and benefit of the Defendant;
  - c. The Plaintiff would place with the lender security in the form of membership shares with an agreed value of \$4779.09.
  - d. The Defendant would repay to the lender the full amount advanced on or before December of 1998 thereby permitting the release by the lender of the security proffered as set out in 4 c., above;
  - e. The Defendant would pay to the Plaintiff the value of any lost security and benefits derived from such security in the event that the Defendant failed to meet her loan obligations. It was expressly or by implication agreed that the benefits received by the Plaintiff from the security proffered was interest income of 10.75 per cent per annum.
5. In accordance with the above said agreement, the Plaintiff and Defendant entered into a loan agreement, dated September 7, 1998, as co-borrowers with the lender and the Defendant was advanced the sum of \$5000.00 on or about September 9, 1998. Notwithstanding that the loan agreement with the lender provided for repayment of the principal advance and interest over a 27 month period, the Defendant agreed with the Plaintiff to have the full sum advanced and interest repaid to the lender by December of 1998, as stated at 4 d., above.

6. The Defendant did not repay the loan by December of 1998 and, further, she defaulted on the repayment terms of the loan. On or about February 10, 1999, the lender applied the above stated security to the loan debt which application retired the entire amount outstanding on the loan.
7. Prior to the default, the Plaintiff earned a rate of return on the said security of \$10.75 per cent per annum. As of February 10, 1999, the Plaintiff was deprived of both the security and the rate of return on the security that was earned prior to the default by the Defendant of her obligations under the loan agreement and her obligations pursuant to her agreement with the Plaintiff.
8. The Defendant is indebted to the Plaintiff in the sum of \$4779.09 plus pre-judgment interest on that sum from February 10, 1999 at the rate of 10.75 per cent per annum.
9. The Plaintiff has made numerous requests to the Defendant to pay the monies owed but as of the issuance of this proceeding, no payments have been made.

AND THE PLAINTIFF CLAIMS AGAINST THE DEFENDANT:

- A. The sum of C\$4,779.09;
- B. Pre-judgment interest upon the said sum pursuant paragraph 4 e. of the Statement of Claim;
- C. Post-judgment interest upon the said sum pursuant paragraph 4 e. of the Statement of Claim;
- D. Alternatively, pre-judgment and post-judgment interest pursuant to the Judicature Law (1995 Revision);
- E. Such further and other relief that this Honourable Court may deem just or appropriate.
- F. Costs.

Dated the 30<sup>th</sup> day of April, 1999



COLLINS BROADHURST & FURNISS

Attorneys-at-Law for the Plaintiff.

### INDORSEMENT

The amount claimed in respect of the debt or demand is CI\$4,779.09 as principal and CI\$108.57 as interest until the issue of the writ of summons for a total amount of CI\$4,887.66. The amount of the fixed costs is CI\$500.00 and the costs of issuing the writ of summons is CI\$100.00. If, within the time for returning the acknowledgement of service, the defendant pays the plaintiff or its attorneys-at-law the total amount claimed in principal and interest, 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 to its attorneys-at-law.

### STATEMENT REGARDING INTEREST

- i. The prescribed rate of interest, throughout the relevant period, was 10.75 per cent;
- ii. The date from which interest is calculated is February 11<sup>th</sup>, 1999, inclusive;
- iii. The total interest claimed as at the date of the issue of the writ of summons is CI\$108,57;
- iv. The amount of interest accruing each day following the issue of the writ is CI\$1.41.

THIS WRIT OF SUMMONS was issued by Collins Broadhurst & Furniss, the attorneys-at-law for the Plaintiff, whose address for service is P.O. Box 2503GT, George Town, Grand Cayman, Cayman Islands, British West Indies.

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

**CAUSE NO:      OF 19**

**BETWEEN:**

**DARNOL KELLY**

**Plaintiff**

**-and-**

**YENDI PARCHMAN**

**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, 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.

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 or otherwise participate in 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.

Yes

Service of the Originating Summons is acknowledged accordingly

(Signed) \_\_\_\_\_

[Attorney] for

[Defendant in Person]

Address for Service:

**Notes on address for service**

*Attorney: when 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 Island, 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 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 Street  
P.O. Box 2503 GT  
Grand Cayman, Cayman Islands

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

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 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. 495GT, George Town, 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 Acknowledgement 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 installments or otherwise.

See next page for notes for guidance.

Please complete next page

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. If you wish to defend claims made in the originating summons, or intend to attend the proceedings and to participate in them so far as necessarily (although not necessarily in an adversarial manner) you should tick the "Yes " box in paragraph 2 of the acknowledgment of service.
3. 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.
4. Where the Defendant is used 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 Originating Summons)".
5. 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.
6. 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.
7. Where the Defendant is a LIMITED COMPANY the form must be completed by an Attorney or by someone authorized to act on behalf for the Company, but the Company cannot take any further step in the proceedings without an Attorney acting on its behalf.
8. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian ad litem.
9. A Defendant acting in person may obtain help in completing the form at the Courts Office