

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 522 OF 1999

BETWEEN: I.A.N. WIGHT AND M. W. PILLING, JOINT OFFICIAL  
LIQUIDATORS OF FIRST CAYMAN BANK LTD.  
(IN LIQUIDATION)

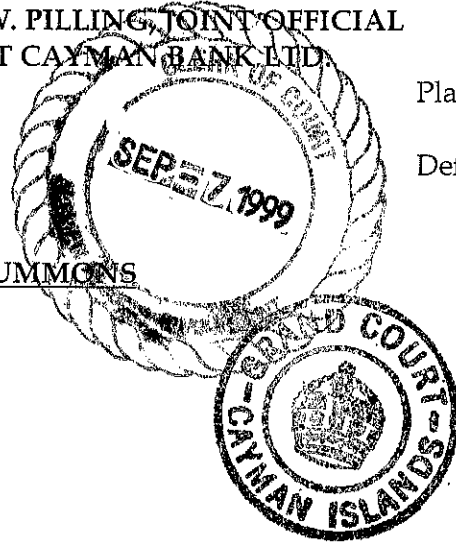
Plaintiffs

AND: CURTIS SEYMOUR

Defendant

WRIT OF SUMMONS

To: CURTIS SEYMOUR  
PO BOX 1425  
GEORGE TOWN  
GRAND CAYMAN



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

Within Fourteen days [14] 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, George Town, Grand Cayman, the accompanying Acknowledgment 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 Acknowledgment without stating therein an intention to contest the proceedings, the Plaintiffs may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 7<sup>th</sup> day of September, 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 Plaintiffs are the Joint Official Liquidators ("the Liquidators") of First Cayman Bank Ltd. (In Liquidation) ("the Bank"), whose address is P.O. Box 1113, George Town, Grand Cayman, Cayman Islands. The Bank at all material times has lent money to the Defendant.
2. The Defendant's address is, P. O. Box 1425 George Town, Grand Cayman, Cayman Islands and the Defendant was at all material times the recipient of money lent by the Bank.
3. On or about the 17<sup>th</sup> day of June, 1993 the Bank agreed to lend the Defendant the sum of CI\$21,549.03, which the Defendant agreed to repay.
4. The said Agreement is contained or evidenced by a memorandum dated the 17<sup>th</sup> day of June, 1993 and signed by the Defendant.
5. It was an express term of the said Agreement that the Defendant would pay interest on the amount of the said Loan at the rate of 3% above the Banks Best Lending Rate per annum (which is 4% above the US Prime rate).
6. Pursuant to the said Agreement on the 17<sup>th</sup> day of June, 1993 the Plaintiffs paid to the Defendant by way of a Loan, the sum of CI\$21,549.03. The said payment was made by way of a transfer to a new account, account number 140-103-486.

7. The Defendant repaid the Bank the total sum of CI\$9,700.00 on account of the said Loan.

PARTICULARS

CI\$750.00 - 6<sup>th</sup> day of July, 1993, by cash

CI\$750.00 - 9<sup>th</sup> day of August, 1993, by cash

CI\$700.00 - 13<sup>th</sup> day of September, 1993, by cash

CI\$750.00 - 14<sup>th</sup> day of October, 1993, by cash

CI\$750.00 - 8<sup>th</sup> day of December, 1993, by cash

CI\$750.00 - 3<sup>rd</sup> day of February, 1994, by cash

CI\$1,00.00 - 11<sup>th</sup> day of April, 1994, by cash

CI\$750.00 - 23<sup>rd</sup> day of May 1994, by cash

CI\$3,500.00 - 4<sup>th</sup> day of October, 1994, by sale of repossessed vehicle

8. The Defendant has not paid the balance of the said Loan, including interest thereon, amounting to CI\$50,139.72 and the same remains due and owing by him to the Plaintiffs.

AND THE PLAINTIFFS CLAIM:

1. The said sum of CI\$50,139.72 being the outstanding balance including interest of monies loaned to the Defendant by the Plaintiffs on 18<sup>th</sup> day of June, 1993, which remains due and owing.

2. The Plaintiffs claim further interest on the said sum as aforesaid from the date hereof until judgement or sooner payment at the daily rate of CI\$20.95.
3. Alternatively the Plaintiffs claim pre judgement interest pursuant to Section 34 of the Judicature Law (1995 Revision) as follows:
  - i) at the rate of  $7\frac{3}{8}\%$  from the 17<sup>th</sup> day of June, 1993 to the 31<sup>st</sup> day of January, 1998;
  - ii) at the rate of  $7\frac{7}{8}\%$  from the 1<sup>st</sup> day of February, 1998 to the 31<sup>st</sup> day of December, 1998; and
  - iii) at the rate of 7% from the 1<sup>st</sup> day of January, 1999 to the date of this Writ.
5. Further and alternatively the Plaintiffs claim interest at the rate of 7% pursuant to Section 34 of the Judicature Law (1995 Revision) from the date hereof until judgement or sooner payment.
6. Costs.

If within the time for returning Acknowledgement of Service the Defendant pays the total amount claimed of CI\$50,139.72 (excluding the costs of any additional interest accruing) further proceedings will be stayed. The money must be paid to the offices of the Plaintiff's attorneys-at-law.

Quin & Hampson  
Quin & Hampson  
Attorneys-at-Law for the Plaintiffs

To: Clerk of the Court

And to: Curtis Seymour  
PO Box 1425  
George Town  
Grand Cayman

THIS WRIT was issued by Messrs. Quin & Hampson, Attorneys-at-Law for the Plaintiffs whose address for service and correspondence is P.O. Box 1348, Third Floor, Harbour Centre, George Town, Grand Cayman, B.W.I.

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. Box 495G, 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 Plaintiffs (or on the Plaintiffs 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 Plaintiffs 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 Acknowledgment 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 over for notes for guidance*

## 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 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 authroised to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on his 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.



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

Messrs. Quin & Hampson  
Attorneys-at-Law  
Third Floor, Harbour Centre  
P.O. Box 1348  
George Town,  
GRAND CAYMAN

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

[Empty box for defendant's attorney indorsement]