

**BETWEEN: AGRICULTURAL AND INDUSTRIAL DEVELOPMENT BOARD PLAINTIFF**

**AND: MELINDA MOXAM  
RUPERT MOXAM  
ROSEMARY MOXAM**

**DEFENDANTS**

**WRIT OF SUMMONS**

TO: The Defendants,  
P.O.Box 30660, Seven Mile Beach  
Grand Cayman

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of the claim set out in the attached Statement of Claim:

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 Acknowledgment of Service stating therein whether you intend to contest these proceedings.

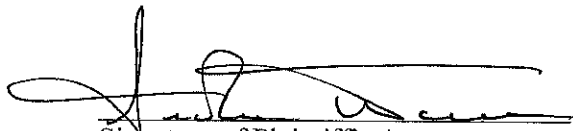
If you fail to satisfy the claim or to return the Acknowledgment within the time stated, or if you return the Acknowledgment without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

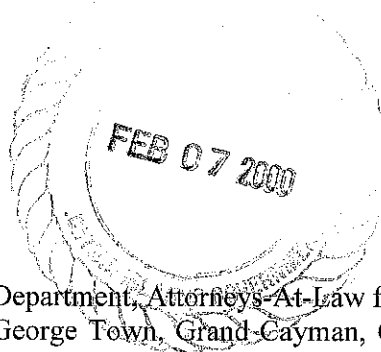
Issued this 7<sup>th</sup> day of February, 2000.

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.

  
Signature of Plaintiff's Attorneys



THIS WRIT was issued by the Government Legal Department, Attorneys-At-Law for the Plaintiff, whose address for service is 4<sup>th</sup> Floor, Tower Building, George Town, Grand Cayman, Cayman Islands (P.O. Box 907, George Town).

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**AND: MELINDA MOXAM**

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**STATEMENT OF CLAIM**

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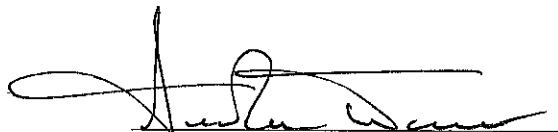
1. By memorandum in writing dated the 20<sup>th</sup> day of August, 1993,(hereinafter referred to as ‘ the said agreement’) the plaintiff agreed to lend to the first defendant the sum of Thirty Thousand Cayman Islands Dollars (CI \$30,000) which the first defendant agreed to repay over a period of eight (8) years with a grace period of forty-eight (48) months.
2. Pursuant to Section 4 (1) of the said agreement, the second and third defendants ( as ‘Sureties’) also agreed to repay the Loan in accordance with the terms and conditions thereof.
3. By letter dated the 31<sup>st</sup> August 1993, signed by all parties, Section 3 (2) of the said agreement was amended to reflect a change in the schedule of disbursements in the loan agreement.
4. By letters dated 9<sup>th</sup> January, 1996 and signed by all relevant parties, Sections 3 (2) and 4 (2) (b) of the said agreement were amended to reflect respectively:
  - a. Further rescheduling of disbursements
  - b. Extension of the grace period for principal repayment of the Loan.
5. Pursuant to the said agreement and amendments thereof, the plaintiff paid to the defendant by way of loan disbursements specified in the said agreement and amendments thereof, the total sum of Seventeen Thousand and Three 19/100 Cayman Islands Dollars (CI \$17,003.19).
6. The defendant has repaid to the plaintiff the total sum of Six Thousand, Nine Hundred and Seventy-Fours Dollars 48/100 Cayman Islands Dollars (CI \$6,974.48) on account of the said loan. The said loan has fallen into arrears as of the 30th March,1998.
7. The defendant has not paid the balance of the said loan amounting to Eleven Thousand, Three Hundred and Sixty-Five 83/100 Cayman Islands Dollars (CI \$11,365.83) or any interest thereon and the same remains due and owing by her to the plaintiff.
8. By reason of the default of the first defendant, the second and third defendants have also become liable for repayment of the said amount due and owing, namely the sum of CI \$11,365.83.

9. Pursuant to Section 6 of the said Agreement, the first defendant was required to participate in the plaintiff's Group Life Insurance Policy and assign an Insurance Policy to cover the amount of the loan. The first defendant has failed to pay the first annual premium on the said Policy in the sum of CI\$44.09 and the plaintiff has advanced the monies to the Insurance Company on her behalf. The said sum of CI\$44.09 remains unpaid to the plaintiff

And the plaintiff claims: -

- (1) Payment of the said sum of Eleven Thousand, Three Hundred and Sixty-Five 83/100 Cayman Islands Dollars (CI \$11,365.83).
- (2) Interest on the said sum of CI \$11,365.83 at the said rate from the day-of 30<sup>th</sup> March,1998 to judgment or sooner payment.
- (3) Payment of the additional sum of Forty-Four 09/100 Cayman Islands Dollars (CI \$44.09).

Dated this 7<sup>th</sup> day of February, 2000.



Arden Warner  
Crown Counsel  
For the Attorney General  
**Attorneys -at-Law for the Plaintiff**

**TO:** The Clerk of the Court

**TO:** Rupert, Rosemarie & Melinda Moxam  
P.O.Box 30660  
Seven Mile Beach  
Grand Cayman

THIS Writ of Summons and Statement of Claim is filed on behalf of the Attorney General, Attorneys -at-Law for the Plaintiff, whose address for service is the Legal Department, 4<sup>th</sup> Floor, Tower, Building, P.O.Box 907, George Town, Grand Cayman.

Acknowledgment of service of writ of summons (O.12, r.3)

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 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 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 instalments or otherwise.

*See over for notes for guidance*

*Please complete overleaf*

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AND: MELINDA MOXAM
RUPERT MOXAM
ROSEMARY MOXAM

DEFENDANTS

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 is required is omitted or 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 Originating Summons 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

Service of the Writ is acknowledged accordingly

(Signed).....

[Attorney] for

[Defendant in person]

Address for service: .....
.....
.....

**Notes on address for service: -**

Attorney: where the Defendant is represented by an attorney, state 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 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: -*

The Government Legal Department, P.O. Pox 907 George Town, 4<sup>th</sup> Floor, Tower Building, 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: -*