



## STATEMENT OF CLAIM


1. Pursuant to the terms of a Promissory Note signed by the Defendants and dated April 23, 1998, ("the Promissory Note") the Defendants promised to repay to the Plaintiff the principal sum of CI\$6,000.00 together with interest calculated at the rate of 17% per annum loaned by the Plaintiff to the Defendants by monthly instalments.
2. The Promissory Note provided that if any instalment was not paid on the due date, the whole balance of the amount loaned then unpaid shall become due and payable, with interest at the rate of 17% per annum from the date of the default of the payment.
3. The First and Second Defendants are in breach of the aforesaid Promissory Note and last made payment to the Plaintiff on 22<sup>nd</sup> February 1999.
4. By letters dated 18<sup>th</sup> February 2000, the Plaintiff, through its attorneys, wrote to the First and Second Defendants to demand payment in full of the outstanding amounts.
5. The First and Second Defendants have failed to respond to the said demand letters and at today's date the sum of CI\$3,456.22 remains due and owing to the Plaintiff. Interest continues to accrue on this outstanding amount at the rate of CI\$1.22 per day.
6. The Plaintiff is therefore entitled to interest pursuant to the Promissory Note or, alternatively, interest pursuant to Section 34(1) of the Judicature Law (1995 Revision).

### THE PLAINTIFF CLAIMS

1. The Principal sum of CI\$3,456.22.

2. Interest pursuant to the rate as stated above or, alternatively, interest pursuant to Section 34(1) of the Judicature Law (1995 Revision).
3. Costs.
4. Such further or other relief.

If within the time for returning the acknowledgment of service the Defendant pays the total amount claimed of CI\$3,456.22, interest calculated at the rate of CI\$1.22 per day from today's date until payment, plus the further sum of CI\$400.00 in respect of costs and fees, further proceedings will be stayed. The funds must be paid to the Plaintiff or its attorney.

  
**BRUCE CAMPBELL & CO**  
Attorneys at Law for the Plaintiff





**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 495, 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 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 authorised 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.