

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

CAUSE NO: *1294* / OF 2000

**BETWEEN:**

**CHARMAINE ROBINSON**

**-and-**

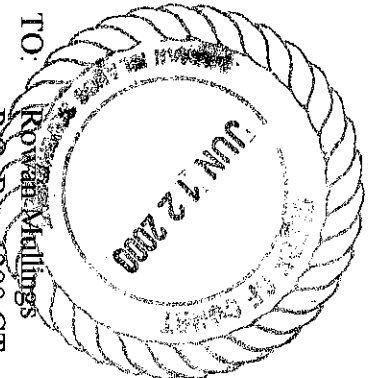
**ROWAN MULLINGS**



**PLAINTIFF**

**DEFENDANT**

**WRIT OF SUMMONS**



TO: ~~Rowan Mullings~~  
P.O. Box 1390 GT  
Grand Cayman, Cayman Islands

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 *1<sup>st</sup>* day of *June* 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.

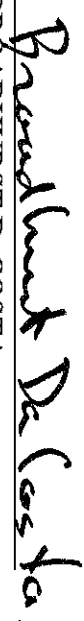
## STATEMENT OF CLAIM

1. The Plaintiff is an individual residing in the Cayman Islands.
2. The Defendant is an individual residing in the Cayman Islands.
3. On or before March 22, 2000 the Defendant requested that the Plaintiff loan him the sum of CI\$5000.00 for the purchase of a Cadillac Escalante.
4. The Plaintiff agreed to loan the Defendant the sum of CI\$5000.00 and did deliver to the Defendant on March 22, 2000, the sum of CI\$5000.00.
5. The Defendant delivered to the Plaintiff a Promissory Note dated March 22, 2000 the terms of which are as follows:
  - a. The Defendant would pay to the Plaintiff on demand the sum of CI\$5000.00 on April 15<sup>th</sup>, 2000;
  - b. After April 15<sup>th</sup>, 2000 interest would be calculated daily and payable monthly.
  - c. A fee of CI\$200.00 would apply in the event that payment was not made by the due date
  - d. Interest after April 15<sup>th</sup>, 2000 would accrue at the rate of 18 % per annum.
6. The Defendant did purchase the said vehicle.
7. In addition to the funds loaned and secured by the Promissory Note as pleaded above, on or about March 31, 2000 the Defendant requested a further loan from the Plaintiff in the sum of US\$500.00. These further funds were required to pay for accessories to the purchased vehicle. The Plaintiff did loan the Defendant these funds and incurred a transaction fee of US\$40.00 in arranging the delivery of such further funds to the Defendant in Miami, Florida. Accordingly, the Defendant is liable to the Plaintiff for the further sum of US\$540.00 (CI\$453.60).
8. The Defendant did not pay the sum of CI\$5000.00 or the sum of CI\$453.60 or any other sum in accordance with the terms of the Promissory Note or otherwise.
9. On May 26<sup>th</sup>, 2000 a demand for payment was served on the Defendant.
10. Despite numerous demands for payment the Defendant has refused to pay the amount due to the Plaintiff. Accordingly, the Defendant owes the Plaintiff the principal sum of CI\$5453.60, a late penalty of CI\$200.00 and interest from April 15<sup>th</sup>, 2000 at the rate of 18 %

AND THE PLAINTIFF claims:

1. CI\$5653.60 (CI\$5000.00 as in paragraph 5, CI\$453.60 as in paragraph 7, and penalty of CI\$200 as in paragraph 5);
2. Pre-judgment and Post-judgment interest at the rate of 18 per cent per annum in accordance with the loan agreement and promissory note pleaded herein;
3. Costs as taxed

Dated: June 12, 2000

  
BROADHURST DACOSTA  
Attorneys-at-Law for the Plaintiff

#### INDORSEMENT

The amount claimed in respect of the debt or demand is CI\$5653.60 as principal debt and CI\$161.82 as interest until the issue of the writ of summons for a total amount of CI\$5,815.42. The amount of the fixed costs is CI\$500.00 and the costs of issuing the writ of summons is CI\$150.00. 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.

#### INDORSEMENT REGARDING INTEREST

- i. Interest is claimed at the rate of 18 per cent per annum;
- ii. The interest is claimed from April 15<sup>th</sup>, 2000;
- iii. The amount of interest accrued as of the issuance of this proceeding (June 12, 2000) is CI\$161.82.
- iv. The amount of interest accruing each day following the issue of the writ is CI\$2.79.

This Writ of Summons was issued by Broadhurst DaCosta whose address for service is Broadhurst DaCosta, Attorney-at-Law, P. O. Box 2503, George Town, Grand Cayman, Cayman Islands, British West Indies, Attorneys for the Plaintiff.

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**CHARMAINE ROBINSON**

**PLAINTIFF**

**-and-**

**ROWAN MULLINGS**

**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:

Broadhurst DaCosta  
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 sated 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 can take no 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