

IN THE GRAND COURT OF THE CAYMAN ISLANDS

682  
CAUSE NO OF 2000

**BETWEEN:** SCOTIABANK (CAYMAN) LIMITED PLAINTIFF

**AND:** PHYLLIS MOXAM DEFENDANT

**TO THE DEFENDANT:**

Phyllis Moxam  
c/o Tortuga Duty Free Centre  
West Bay Road  
Grand Cayman

**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 495 G.T., George Town, Grand Cayman, the accompanying Acknowledgment of Service stating therein whether you intend to contest these proceedings.

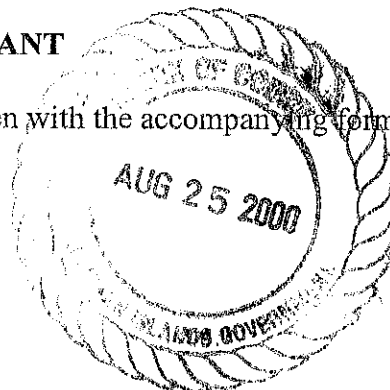
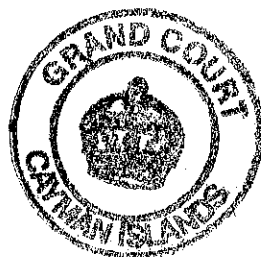
If you fail to satisfy the claim or to return the Acknowledgment within the time stated, or if you return the Acknowledgment without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

**Issued** 23<sup>rd</sup> August 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.



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**STATEMENT OF CLAIM**

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1. Pursuant to an agreement dated 30<sup>th</sup> May 1989 the Defendant promised to repay to the Plaintiff the sum of CI\$95,800.00 being the amount loaned by the Plaintiff plus the cost of borrowing the amount loaned at the rate of 13% per annum by monthly instalments. ("the Agreement").
2. The following was an express term of the Agreement:

"the principle sum shall be repaid on demand together with any interest or any other monies then due ...".
3. By a letter dated 22<sup>nd</sup> September 1997, the Plaintiff, by its attorneys, made demand upon the Defendant for payment in full of the amounts outstanding under the Agreement. The Defendant has failed to comply with the demand and at today's date the sum of CI\$52,035.28 remains outstanding. Interest continues to accrue on the outstanding amount at the rate of CI\$4.99 per diem.
4. The Plaintiff is therefore entitled to interest rate as referred to in the Agreement or alternatively, interest pursuant to Section 34(1) of the Judicature Law (1995 Revision).

**THE PLAINTIFF CLAIMS**

1. The said sum of CI\$52,035.28
2. Pre and post judgment interest pursuant to the Agreement at the daily rate of CI\$4.99 from today's date until payment.
3. Costs.

If within the time for returning the acknowledgment of service the Defendant pays the total amount claimed of CI\$52,035.28, interest calculated at the rate of CI\$4.99 from today's date until payment, plus the further sum of CI\$1,175.00 in respect of fixed costs and fees, further proceedings will be stayed. The funds must be paid to the Plaintiff or its attorney.

*Bruce Campbell & Co*  
**BRUCE CAMPBELL & CO**  
Attorneys at Law for the Plaintiff

THIS WRIT was filed by Messrs BRUCE CAMPBELL & CO, Attorneys at Law for the Plaintiff, whose address for service is 4<sup>th</sup> Floor, Bank of Nova Scotia Building, George Town, Grand Cayman, Tel : 949 2648; Fax 949 8613. (Ref: JRM/DAS)

IN THE GRAND COURT OF THE CAYMAN ISLANDS

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BETWEEN: SCOTIABANK (CAYMAN) LIMITED PLAINTIFF

AND: PHYLLIS MOXAM DEFENDANT

ACKNOWLEDGEMENT 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.

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2. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged -

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3. State whether the Defendant intends to contest the proceedings (*tick appropriate box*)  
 yes  no

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4. 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  no

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Service of the Writ is acknowledged accordingly

Address for service:



**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.