

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 212 OF 2000

APR 12 2001

BETWEEN:

NATIONAL BUILDING SOCIETY

AND

DOROTHY DEAN KELLY

Defendant

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WRIT OF SUMMONS

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To: Dorothy Dean Kelly of P.O. Box 504GT, George Town, 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 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 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 12 day of April 2001

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.

### STATEMENT OF CLAIM

1. The Plaintiff is and at all material time been a lending institution registered to carry out business in the Cayman Islands.
2. The Defendant is a client of the Plaintiff.
3. On 15 March 1997 a loan in the amount of \$28,000.00 was made available to the Defendant. The loan was subject to the following terms and conditions:
  4. Loan to be repaid in monthly instalments of \$280.00, late charges to accrue on the payment 7 days after the due date at the rate of 1.666%, interest rate to be applied at a rate of 13.75%.
  5. The Defendant indicated her agreement to the above terms and conditions by signing a letter in acknowledgment and agreement dated 15 March 1997 in which the said terms and conditions were set out.
  6. The property is also secured by a registered second charge over George Town East Block 20 D Parcel 398.
  7. Section 72 and Section 64 notice in accordance with the registered land law was sent to the Defendant, however no response was received from her regarding the arrears.
  8. On 29 March 2000 the Defendant was informed by way letter which was delivered to her place of work that the amount of \$32,138.41 was outstanding and payment of the full amount was required by the Plaintiff.
  9. The Defendant has failed to respond to the letter as to date either by way of contacting the attorneys for the Plaintiff or Plaintiffs themselves. The Defendant has also failed to make any payments towards the outstanding balance.
  10. In the premises the Defendant has repudiated the agreement of the sums due to the Plaintiff and the Plaintiff is entitled to payment of the monies owed, plus interest and late charges as per a commitment letter dated 12 March 1997.
  11. The Plaintiff claims the principal sum of \$38,331.44 which includes interest calculated at a rate of 11% and late charges and penalty as calculated to 15 March 2001.

**AND THE PLAINTIFF CLAIMS:**

1. The principal sum of CI\$38,331.44
2. Interest on the principal sum at the rate of 11.5% and late charges at the rate of 1.666%
3. Costs to be taxed or agreed plus fees of the writ of \$150.00.
4. If within the time of returning the acknowledgement of service the Defendant pays the total amount claimed of CI\$38,331.44 and interest at the rate of aforesaid calculated up to the date of payment and legal costs for the proceedings will be stayed. The money must be paid to the Plaintiff or his attorney.

Hunter & Hunter

**Hunter & Hunter**

This Writ was issued by Hunter & Hunter, Attorneys at Law for Plaintiff, whose address for service is P.O. Box 190, George Town, Grand Cayman. Ref: (ZM/06065.053)

## 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 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 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 instalments or otherwise.

*See over for notes for guidance*

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: OF 2000

B E T W E E N:

NATIONAL BUILDING SOCIETY

Plaintiff

AND

DOROTHY DEAN KELLY

Defendant

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ACKNOWLEDGMENT OF SERVICE  
OF WRIT OF SUMMONS

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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.

*Please complete overleaf*

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 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 Plaintiffs (*tick box*).

YES

Service of the Writ is acknowledged accordingly

(Signed)

[Attorney] for[            ] [Defendant in person]

Address for service

*Please complete overleaf*

**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 plaintiff if suing in person) of his name, address and reference, if any, in the box below.

Hunter & Hunter  
PO Box 190 GT  
75 Fort Street  
Grand Cayman  
Cayman Islands  
  
Ref. ZM/06065.053

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 indorsement]