

IN THE GRAND COURT OF THE CAYMAN ISLANDS



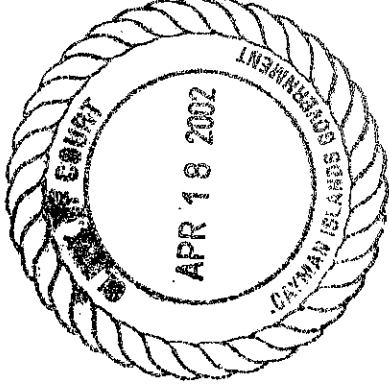
B E T W E E N:

SAMUEL CAMPBELL

AND

KATHRYN J MOXAM

CAUSE NO: OF 2002 ✓



Plaintiff

Defendant

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WRIT OF SUMMONS

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TO: Kathryn J Moxam  
PO Box 415 WB  
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 day of April 2002.

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**

## STATEMENT OF CLAIM

1. *The Plaintiff is an individual residing in the Cayman Islands, whose address is PO Box 11658 APC, Box 11658 APC, whose address is*

2. The Defendant is an individual residing in the Cayman Islands and the Defendant entered into an PO Box 415 WB.
3. *On or about 16 March of 2001, the Plaintiff and the Defendant entered into an agreement whereby they would jointly borrow from the Civil Service Credit Union the sum of CI\$20,529.35 for the purposes of the Defendant acquiring a 2001 Hyundai H-19 passenger bus in her use as a taxicab. The terms of the agreement were as follows:*
  - (a) the Plaintiff and Defendant would together borrow the said \$20,529.35 from the Cayman Islands Civil Service Credit Union;
  - (b) the Plaintiff would make all payments to repay the loaned funds which were for her exclusive use.
  - (c) that the interest on the said loan was 10.75% per annum;
  - (d) the Defendant would make payments directly to the said Credit Union, or alternatively, to the Plaintiff;
  - (e) the Defendant would make regular payments in the sum of CI\$850 each and every month until the total cost of borrowing for the acquisition and registration of the vehicle had been repaid. Following repayment of the said CI\$20,529.35, the Defendant's obligations for payment on the Civil Service Credit Union loan would end.
4. The Defendant did receive the sum of CI\$20,529.35, which sum was applied to the acquisition of the said vehicle, and to the cost of insuring and registering the said vehicle.
5. Alternatively, the Defendant directed that the loaned funds be paid to third parties for the acquisition, insurance and registration of the said vehicle.
6. The Defendant has refused to make any payments whatsoever in connection with the said loan, and the Plaintiff has made each and every payment to the Civil Service Credit Union.
7. The Defendant has been unjustly enriched as a result of her acquiring the said vehicle.
8. The Defendant has breached her agreement to make payments on the said loan and has been unjustly enriched as a result of the Plaintiff assuming the obligation

8. The Defendant has breached her agreement to make payments on the said loan and has been unjustly enriched as a result of the Plaintiff assuming the obligation of the entire loan as a result of this breach of the agreement to pay. The Plaintiff has accepted such breach and is entitled to contribution from the Defendant for the entire amount of the debt.

AND THE PLAINTIFF claims:

1. The sum of CI\$20,529.35
2. Per diem post-judgment interest at the rate of 10.75% per annum as agreed and as set out in paragraph 3(b) in the Statement of Claim.
3. Alternatively, pre- and post-judgment interest pursuant to the Judicature Law as amended;
4. costs as taxed,
5. and such other and further relief as this Honourable Court may deem appropriate.

  
.....  
**HUNTER & HUNTER**

THIS WRIT was issued by Hunter & Hunter, Attorneys-at Law for the Plaintiff[s] whose address for service is that of [their] said Attorneys, namely 75 Fort Street, The Huntlaw Building, P.O. Box 190 GT, Grand Cayman, Cayman Islands (WAS/09174.001).

## INDORSEMENT

The principal amount claimed in respect of the debt is CI\$20,529.35 as principal and interest in the amount of CI\$2388.11 until the issue of the writ of summons for a total amount of CI\$22,917.46. The amount of the costs claimed to the issuance of the writ of Summons is CI\$1000.00 and the costs of issuing the writ of summons is CI\$255.29 (CI\$150.00 + ad valorem calculation of CI\$105.29). 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 (Order 6 (2)(e) of the Grand Court Rules)

- i. The contractual term upon which interest is claimed is as set out in paragraph 3 (c) above;
- ii. The prescribed rate of interest during the entire relevant period from 16 March 2001 to the date of issuance of the proceeding is 10.75% per annum.
- iii. The total interest claimed as at the date of the issue of the writ of summons is CI\$2,388.11.
- iv. The amount of interest accruing each day following the issue of the writ is CI\$6.04.

THIS WRIT OF SUMMONS was issued by Hunter & Hunter, the attorneys-at-law for the Plaintiff, whose address for service is P.O. Box 190GT, George Town, Grand Cayman, Cayman Islands, British West Indies. (WAS/09174.001)

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 each Defendant or by each 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***

## Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgement 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 its 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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: OF 2002

**B E T W E E N :**

**SAMUEL CAMPBELL**

Plaintiff

**AND**

**KATHRYN J MOXAM**

Defendants

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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

- 
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 Plaintiff (*tick box*).  
 yes  no  
\_\_\_\_\_

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 communication for him should be sent. In the case of a limited company, "residence" means its registered or 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.

Hunter & Hunter  
Attorneys-at-Law  
75 Fort Street  
P.O. Box 190  
George Town  
Grand Cayman  
  
Ref: WAS/09174.001

Indorsement by defendant's Attorney (or by defendant if suing in person) of his name, address and reference, if any, in the box below.

