

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 683 OF 2002 ✓

BETWEEN:

FAITH JAN ANDREJAK-ZAMORA

PLAINTIFF

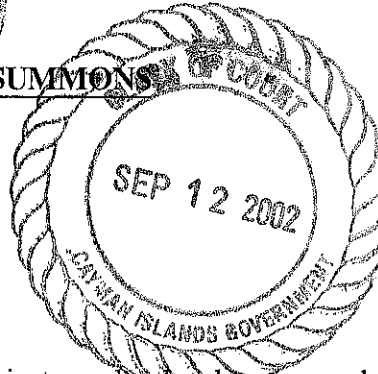
AND:

BILLY MCCOY

DEFENDANT



WRIT OF SUMMONS



TO: Billy McCoy  
3B Short Lane  
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 495GT, 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 this 12<sup>th</sup> day of September, 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**

Directions for Acknowledgment of Service are given with the accompanying form.

## STATEMENT OF CLAIM

1. The Plaintiff is, and at all material times has been, resident in Grand Cayman.
2. The Defendant is, and at all material times has been, resident in Grand Cayman.
3. Between about 6 March 1997 and November 1998 the Plaintiff agreed to lend the Defendant certain sums totalling CI\$8,420 which the Defendant agreed to repay within a reasonable time, or alternatively upon demand by the Plaintiff.

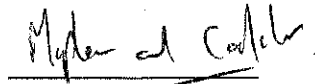
### Particulars

- 3.1 CI\$5,000 was lent in cash on or about 6 March 1997;
  - 3.2 CI\$3,000 was lent in cash on or about 1 September 1997;
  - 3.3 CI\$420 was lent in cash in or about November 1998.
  - 3.4 The agreement was made orally between the Plaintiff and the Defendant in about March 1997 when the first CI\$5,000 was lent and was affirmed orally by the parties in about September 1997 and November 1998 when the subsequent amounts as particularised above were lent.
4. At various times since January 2000 the Plaintiff orally demanded the CI\$8,420 from the Defendant. The demands were made in telephone discussions made between the Plaintiff and the Defendant every three or four months during the year 2000.
  5. At various times since January 2000 the Defendant has orally admitted that the CI\$8,420 is due and owing.
  6. On or about 5 September 2002 the Defendant demanded in writing repayment of the CI\$8,420 on or before 11 September 2002.
  7. The Defendant has not repaid the CI\$8,420, or any part of it, and the sum remains due and owing by the Defendant to the Plaintiff.

**AND THE PLAINTIFF CLAIMS:**

1. Payment of the said sum of CI\$8,420;
2. Costs.

Dated: 12<sup>th</sup> day of September, 2002



Maples and Calder

THIS STATEMENT OF CLAIM was issued by Maples and Calder, Attorneys for the Plaintiff, whose address for service is Ugland House, P.O. Box 309, George Town, Grand Cayman