

STATEMENT OF CLAIM

1. The Plaintiff was at all material times the father of the First Defendant and the father-in-law of the Second Defendant and a resident of East End, Grand Cayman.
2. The First Defendant was at all material times the son of the Plaintiff and the husband of the Second Defendant and a resident of George Town, Grand Cayman.
3. The Second Defendant was at all material times the daughter-in-law of the Plaintiff and the wife of the First Defendant and a resident of George Town, Grand Cayman.
4. On the 12th day of October 1999, the First and Second Defendants, by their promissory note, promised to pay to the Plaintiff CI\$83,000.00 by equal monthly instalments of CI\$1,2250.00 over a period of seven years. It was understood between all parties that in case of default in payment of any of the said instalments the whole of the said sum of CI\$83,000.00 then remaining unpaid should become immediately payable.
5. The Defendants made default in payment on or about the 20th day of October 2000 and has not made any further payment since and thus has not paid the said unpaid balance of CI\$70,803.20.

Particulars

20 th October 2000	Principal due	CI\$70,803.20
	Interest thereon at 7% per annum to date of writ	<u>CI\$14,705.71</u>
	Amount Due	CI\$85,508.91

6. That despite demand for the same the Defendants have failed to pay the sum due to the Plaintiff.

STATEMENT REGARDING INTEREST

1. The agreed rate of interest from 12th October 1999 to date was 7% per annum.
2. The amount of interest accruing each day following the issue of this Writ is CI\$13.58.
3. The amount of interest accruing prior to the issue of the Writ is CI\$14,702.65.

SCHEDULE OF INTEREST CALCULATED

1. Interest on CI\$70,803.20 @7% pa. from 20th October 1999 to 19th October 2000 = $CI\$70,803.20 \times .700 \times 365/365 = CI\$4,956.22$.
2. Interest on CI\$70,803.20 @7%pa from 20th October 2000 to 19th October 2001 = $CI\$70,803.20 \times .700 \times 365/365 = CI\$4,956.22$
3. Interest on CI\$70,803.20 @7%pa from 20th October 2001 to 9th October 2002 = $CI\$70,803.20 \times .700 \times 353/365 = CI\$4,793.27$

AND THE PLAINTIFF CLAIMS:

1. The said sum of CI\$85,508.91
2. Interest on the principal in arrears at the contractual rate of 7% per annum until payment or Judgment.
3. Costs.

If, within the time for returning the Acknowledgement of Service, the Defendants pay the total amount claimed of \$87,194.11, including interest and costs, further proceedings will be stayed. The money must be paid to the Plaintiff or his Attorneys-at-Law.

Dated this 9th day of October 2002



Samson Murray Jackson
Plaintiff's Attorneys-at-Law

THIS WRIT was issued by Samson Murray Jackson, Attorneys-at-Law for and on behalf of the Plaintiff whose address for service is that of his said Attorneys-at-Law, The Ground Floor (West Wing) Sigma Building, 93 Hospital Road, George Town, Grand Cayman.

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 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 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 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 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.

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 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 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:

SAMSON MURRAY JACKSON
Attorneys-at-Law
The Ground Floor (West Wing)
Sigma Building
93 Hospital Road
George Town
Grand Cayman
PO Box 10067APO

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 Attorney indorsement]