

IN THE GRAND COURT OF THE CAYMAN ISLANDS

428

CAUSE No. of 2003

BETWEEN

SOPHIA SEYMOUR WALKER

1st PLAINTIFF

AND

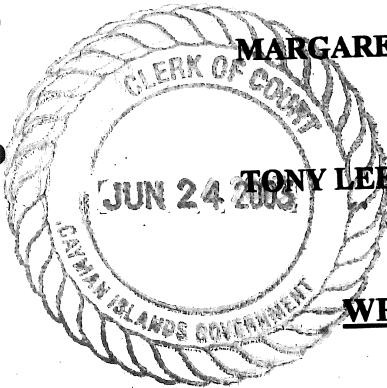
MARGARET KIDD

2nd PLAINTIFF

AND

TONY LEE COURTIS HURLSTON

DEFENDANT



WRIT OF SUMMONS

TO: Mr. Tony Lee Hurlston
East End
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 attached 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 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 without stating that you intend to contest these proceedings, the Plaintiff may proceed the action and Judgment may be entered against you forthwith without further notice.

Issued this 24th day of June 2003.

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 herein, unless renewed by the order of the Court.

IMPORTANT: Directions for Acknowledgment of Service are given with this form.

STATEMENT OF CLAIM

1. By a contract in writing dated March 2000, in consideration of a loan to the Defendant of CI \$13,000.00 plus interest by Barclays Bank Plc to the Defendant for the purchase of a 1998 Ford Ranger motor truck, the Plaintiff agreed with the said Barclays Bank to guarantee payment for the said loan plus interest.
2. That by Deed of Charge dated March 2000, the Plaintiff was required to and did in fact execute an agreement with the said Barclays Bank Plc to guarantee the payment of the loan of CI \$13,000.00 plus interest, by way of charge over her bank accounts at the said Barclays Bank Plc.
3. That the Plaintiff entered into the said contract of guarantee at the Defendant's request.
4. That by cheque no. 161502, payable to Cayman Economy Cars, and dated 2000 March 14, the said Barclays Bank paid the full loan amount of CI \$13,000.00 for the purchase of the said 1998 Ford Ranger.
5. That said Ford Ranger Motor Truck was later licensed and insured in the sole name of the Defendant, and he took possession of same.
6. That since on or about 2000 March, the Plaintiff has made numerous payments totalling Fourteen Thousand One Hundred Ninety-four Cayman Islands Dollars (CI \$14,194.00) to the said Barclays Bank, being payments and arrears due and outstanding under the loan herein. Such payments were made in many instances from Barclays Bank Plc. savings account no. 3655597, in the joint names of the Plaintiffs.
7. That the last payment received by the said Barclays Bank was on or about May 2003 in the sum of Seven Thousand Five Hundred Eighty- Seven Dollars Forty – five Cents (CI \$7,587.45), being sums seized by Barclays Bank from accounts no. 8197996 in the joint names of the Plaintiffs, pursuant to the Deed of Charge dated March 2000 for payment, being all outstanding sums due on the loan.
8. That on that day, the loan was paid in full.
9. That despite repeated demands to the Defendant to repay all sums paid by the Plaintiffs under the terms of the said guarantee, to date the Defendant has failed/refused and/ or neglected to repay those sums.
10. That there is therefore an outstanding amount due to the Plaintiff from the Defendant, plus legal fees of incurred by the Plaintiff in pursuing this matter in the sum of \$500 pursuant to GCR O.62.

11. That the Plaintiffs claim the further sum of \$291.94 being costs paid to issue this writ.

AND THE PLAINTIFF CLAIMS:

- a. The sum of Fourteen Thousand One Hundred Ninety-four Dollars (CI \$14,194.00) being the sums paid by the Plaintiffs to Barclays Bank.
- b. Interest of 6 ¼ % per annum pursuant to the Judicature Law, or otherwise as this Honourable Court may deem just, from the date of filing to the date of payment.
- c. Costs and legal fees paid to issue this Writ of CI \$791.94
- d. Any further or other relief as this Honourable Court may deem just.

[If within the time for returning the Acknowledgement of Service, the Defendant pays the total amount claimed, of Fourteen Thousand One Hundred Ninety Four Cayman Islands Dollars (CI \$14,194.00) plus interest plus costs, further proceedings will be stayed. The money must be paid to the Plaintiffs or their Attorneys.]

Dated this 19th day of June 2003.

Brooks & Brooks
BROOKS & BROOKS
Attorneys-at-Law for the Plaintiff

This Writ of Summons and Statement of Claim was filed by Brooks & Brooks, Attorneys-at-Law for the Plaintiffs of One Artillery Court, Shedden Road, George Town, Grand Cayman.

IN THE GRAND COURT OF THE CAYMAN ISLANDS
HOLDEN AT GEORGE TOWN

428

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BETWEEN

SOPHIA SEYMOUR WALKER

1st PLAINTIFF

AND

MARGARET KIDD

2nd PLAINTIFF

AND

TONY LEE COURTIS HURLSTON

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.

1. State the full name of the defendant by whom or on whose behalf the service of the Writ of Summons 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 .

Service of the Writ of Summons is acknowledged accordingly.

Attorney for the Defendant

Defendant

Dated the _____ day of _____ 2003.

**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 of 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.

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.

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

**Brooks & Brooks
Attorneys-at-Law
One Artillery Court
Shedden Road
George Town
Grand Cayman**

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

Empty box for indorsement by the Defendant's Attorney.