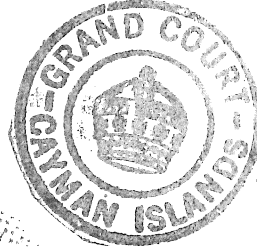


IN THE GRAND COURT OF THE CAYMAN ISLANDS

721  
CAUSE NO. OF 2003

BETWEEN: LEONARD YATES PLAINTIFF  
A N D: SHERMAN YATES DEFENDANT

**WRIT OF SUMMONS**



To: Sherman Yates  
C/O George Town Fire Station,  
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 Fourteen days (14) 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 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            day of            , 2003.

NOV. 06 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 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 will say that the Defendant is his brother.
2. In or about 1997 the Plaintiff gave Melford Hill who was a friend at the time a total of US\$20, 000.00 C.I.\$16, 000.00 at one time to hold for him. The Plaintiff told him that he had the money and if he kept it he would spend it or lose it so he ask that he keep it for him.
3. Melford was a friend who work with the Plaintiff's brother and unknown to the Plaintiff he had given the money to Sherman the Plaintiff's brother instead of keeping it.
4. On or about one week after giving Melford the money he told the Plaintiff that he had given the money Sherman, the Plaintiff's brother for safekeeping. The Plaintiff then went to his brother who said he had banked the money and he was going to buy a backhoe and he wanted the Plaintiff and himself to go into business together but it would cost more that C.I.\$16, 000.00 to land it in Cayman and for the duty so he was going to put it into the Credit Union as shares and borrow the difference on it and I agreed.
5. The Defendant told the Plaintiff that he had obtained the loan from Credit Union and he left the island to purchase the machine in the U.S.A.
6. Sometime later the machine arrived and the Plaintiff was able to get various contracts for the machine and the Plaintiff operated it and collected the payments made by cash and cheques which after deducting a small wage handed over the balance to Sherman to pay the loan.
7. Later in 1997 the Plaintiff wrote a cheque and changed it at Credit Union. The cheque was for C.I.\$35, 000.00. He got change from the cheque amounting to C.I.\$16, 000.00 and the Plaintiff put C.I.\$10,000.00 into his brother's account towards payment for the backhoe. He went to them and told them to take it out of his account.
8. The Plaintiff was arrested for the C.I.\$16, 000.00 and charged and sentenced to twelve months imprisonment and the Plaintiff was to make compensation to the Credit Union.
9. When the Plaintiff came out of prison he asked the Defendant for the backhoe and he said he had sold it for C.I.\$24, 000.00, the Plaintiff then asked him for his money and he said he did not have anything for the Plaintiff as the Plaintiff had left him with a loan that he had to repay.

10. The Plaintiff said he knew that he had paid the Defendant approximately C.I.\$1,000.00 per week for two to three months towards the repayment of the loan and I trusted him to do so.
11. The Plaintiff subsequently discovered that the Defendant had sold the backhoe for C.I.\$30, 000.00 and had not given the Plaintiff any of the money. The Defendant also has not returned the Plaintiff's C.I \$16, 000.00.
12. Despite several demands by the Plaintiff and the Plaintiff's Attorney-at-law the Defendant have failed to pay the sum due. The Plaintiff therefore claims against the Defendant the sum of C.I.\$16, 000.00 together with interest and cost.

AND THE PLAINTIFF CLAIMS:

- (a) The sum of C.I.\$16, 000.00
- (b) Interest on the sum of C.I.\$16, 000.00
- (c) Costs to be taxed or agreed or alternatively fixed costs in the sum of C.I.\$500.00.

Dated this 6<sup>th</sup> day of NOV, 2003.

  
KEITH COLLINS & COMPANY  
Attorneys-at-Law for the Plaintiff

To: The Clerk of Court

And To: Sherman Yates  
C/O George Town Fire Station  
P.O. Box 1804 G.T.  
George Town  
Grand Cayman.

This Writ was issued by Keith Collins & Company, Attorneys-at-Law for the Plaintiff whose address for service is that of his said Attorneys-at-Law of Elizabethan Square, 2<sup>nd</sup> Floor, Unit 207, George Town, Grand Cayman.

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 installments or otherwise.

*See over for notes for guidance*

## 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 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.