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IN THE GRAND COURT OF THE CAYMAN ISLANDS

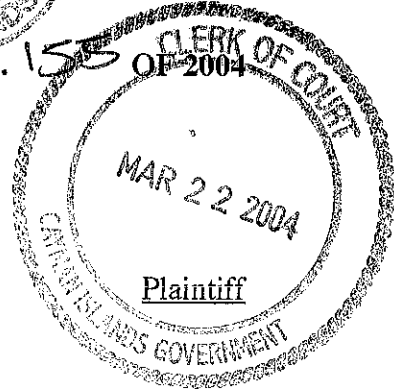
CAUSE NO. 153 OF 2004

**BETWEEN:**

- 1. LAURENCE CHOMYN
- 2. IRIS CHOMYN

- and -

**HALBURN EVERTON DUNBAR**



Plaintiff

Defendant

**WRIT OF SUMMONS**

TO: Halburn Dunbar  
 Old Yard Lane  
 Northward, Bodden Town  
 Grand Cayman, Cayman Islands

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 (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, Grand Cayman, Cayman Islands, 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 Acknowledgement within the time stated, or if you return the Acknowledgement 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 22<sup>nd</sup> day of March 2004

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 issued unless renewed by order of the Court.

**IMPORTANT**

Directions for Acknowledgement of Services are given with the accompanying form.

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## STATEMENT OF CLAIM

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1. The First Plaintiff and the Second Plaintiff (hereinafter the Plaintiff) are husband and wife reside at 10 Surrly Lane, Whitehall Estates, Grand Cayman, Cayman Islands.
2. The Defendant resides at Old Yard Lane, Bodden Town, Grand Cayman, Cayman Islands.
3. On August 12, 2002, the Plaintiff and the Defendant entered into an oral agreement the terms of which were as follows:
  - i) The Plaintiff would lend to the Defendant the sum of CI\$ 13,000.00 and these funds would be paid directly into the Defendant's CIBC bank account # 2000962.
  - ii) The Defendant would repay the Plaintiff by making payments of CI\$ 500.00 each month.
4. Pursuant to the Agreement, the Defendant advanced the sum of CI\$ 13,000 into the Defendant's CIBC bank account #2000962 and the Defendant began making payments toward the CI\$ 500.00 per month until such time as the debt was extinguished.
5. In or about January 2003, the Defendant and the Plaintiff agreed to vary the payments to be made by the Defendant from CI\$ 500.00 per month to CI\$ 50.00 per week until such time as the debt was extinguished.
6. In or about May 2003, the Defendant and the Plaintiff again varied the payments to be made by the Defendant from CI\$ 50.00 per month to CI\$ 100.00 per week until such time as the debt was extinguished.
7. In breach of the agreement, the Defendant failed to pay CI\$ 100.00 in or about January 2004 and has refused or otherwise failed to make any other payments under the agreement.
8. As a result of the breach, the Plaintiff's have suffered loss and damaged of CI\$ 7600.00 which is the amount still due under the agreement, thus, the Plaintiff's claim is for CI\$ 7,600.00 which represents the remaining balance owed to the Plaintiff by the Defendant.
9. In addition, the Plaintiff also claims pre-judgment and post-judgment interest pursuant to the Judicature Law (1995 Revision) and the Judgment Debts (Rates of

Interest) Rules. The total interest as of today's date amounts to CI\$ 40.92 increasing at a per diem rate of CI\$0.62.

AND THE PLAINTIFF claims:

1. CI\$ 7,600.00 due under the contract;
2. Pre-judgment and post judgment interest upon the said damages pursuant to the Judicature Law (1995 Revision) and the Judgment Debts (Rates of Interest) Rules amounting to CI\$ 40.92 increasing at a per diem rate of CI\$ 0.62; and
3. Costs.

Dated the 22<sup>nd</sup> day of March 2004

  
**BROADHURST DaCOSTA**  
Attorney-at-law for the Plaintiff

This Writ of Summons and Statement of Claim is filed by Broadhurst DaCosta, Attorneys-at-Law for the Plaintiff, whose address for service is 40 Linwood Street, P.O. Box 2503 GT, Grand Cayman, Cayman Islands.

### **INDORSEMENT**

The amount claimed in respect of the debt is CI\$ 7600.00 as principle and CI\$ 37.82 as interest as of March 17, 2004 for a total amount of CI\$ 7,640.92 increasing at a per diem rate of CI\$ 0.62. The total amount of the costs of issuing the Writ of Summons is CI\$150.00. 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 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.

### **STATEMENT REGARDING INTEREST**

The date at which the interest became payable was January 16, 2004. The prescribed rate of interest pursuant to the to the Judicature Law (1995 Revision) was 3% from the December 27, 2003 to March 24, 2004. There are a total of 66 calendar days in that period. The total amount of interest payable in accordance with the Judicature Law is CI\$ 40.92. this amount is increasing at a rate of CI\$ 0.62 per diem.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 135 OF 2004

BETWEEN:

1. LAURENCE CHOMYN

2. IRIS CHOMYN

Plaintiff

- and -

HALBURN EVERTON DUNBAR

Defendant

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ACKNOWLEDGEMENT 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.*

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1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.

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2. State whether the Defendant intends to contest the proceedings (*tick appropriate box*)  
Yes [ ] No [ ]

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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 [ ]

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Service of the Writ is acknowledged accordingly

(Signed) \_\_\_\_\_

[Attorney] for  
Defendant in Person  
Address for Service:

Please see over leaf...

**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 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 or principal office.

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

**BROADHURST DaCOSTA  
ATTORNEYS-AT-LAW  
40 LINWOOD STREET  
PO BOX 2503 GT  
GEORGE TOWN, GRAND CAYMAN  
CAYMAN ISLANDS, BWI**

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

**DIRECTIONS FOR ACKNOWLEDGEMENT OF SERVICE  
OF WRIT OF SUMMONS**

1. The accompanying form of *Acknowledgement 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, PO Box 495, George Town, Grand Cayman.

2. A Defendant who states in his Acknowledgement 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 endorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2). The defence must be served within fourteen (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 endorsed on the Writ, the defence need not be served until fourteen (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 judgement 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 fourteen (14) days after his Acknowledgement, 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.

**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 fourteen (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 authorized to act on behalf of the Company, but the Company can take no further steps in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL HEALTH 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.