

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 403 OF 2006  
LEGAL AID CERT. 111/06

BETWEEN: CLARA F. YOUNG PLAINTIFF

AND: RONALD ARTHUR YOUNG DEFENDANT



WRIT OF SUMMONS



TO: Ronald Arthur Young  
7 Adonis Drive,  
Shoreway Townhomes, West Bay  
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 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                      2006

**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.

## PARTICULAR OF CLAIM

1. The Plaintiff is a resident of West Bay, Grand Cayman, Cayman Islands and has been residing with her husband in the matrimonial home, the property is known as 7 Adonis Drive, Shoreway Townhomes, West Bay, Grand Cayman for the past three (3) years.
2. The Defendant is a resident of West Bay, Grand Cayman, Cayman Islands and the spouse of the Plaintiff.
3. The Plaintiff and Defendant have been married for 3 years their marriage commencing on the 20<sup>th</sup> day of January 2003.
4. The parties have no children of the marriage.
5. The Defendant has been pursuing a course of conduct which amounts to harassment, threats and physical abuse of the Plaintiff.
6. The Defendant is a mature adult and ought to know that his course of conduct is unacceptable behaviour.
7. The harassment and physical abuse is potentially dangerous and life threatening to the Plaintiff, as the Defendant has repeatedly hit the Plaintiff and has suffered physical abuse. There has been numerous Police reports filed against the Defendant. The Defendant is also responsible for the physical destruction of the matrimonial home, that is furniture and appliances and the Defendant refuses to assist the Plaintiff in replacing them. The latest incident has gotten increasingly worst where the Defendant kicked the Plaintiff twice in her breast and once in her bottom. The Plaintiff had to spend the night at her friend's residence. The

Plaintiff had the police escort her the next day when she returned to the residence to retrieve personal items.

8. The Defendant embarrasses the Plaintiff in public places by shouting obscenities and threats at her. The Defendant has further humiliated the Plaintiff by bringing in someone from his, the Defendant's home country, Belize to kill the Plaintiff, she fears for her life.
9. This harassment and threats by the Defendant placed the Plaintiff in a frustrating position, as the Plaintiff is unable to defend herself because of the distress caused by the Defendant's threats, his dangerous acts and verbal abuse.
10. The Defendant has never maintained the Plaintiff as a wife, the Plaintiff has always had to maintain herself financially and on occasions, the Plaintiff had to maintain the Defendant financially. The Defendant does not contribute to the expenses of the home.
11. The Plaintiff had to obtain a loan from the Credit Union in the amount of CI\$10,000.00 for the deposit which was made towards the purchase of the matrimonial home; the Defendant does not contribute to the repayment of that loan.

12. The Defendant had agreed to make the monthly payments on the matrimonial home to which he has not done and it has now come to the Plaintiff's attention that the payments are approximately one year in arrears for payment to the Vendor. The Plaintiff has made an agreement with the Vendor to make the back payments on the property so that the Plaintiff does not lose her home and all that the Plaintiff has invested thus far.

13. Due to the various assaults against the Plaintiff, the Defendant has committed a tort by assaulting and harassing the Plaintiff as mentioned in the foregoing incidents.

**AND THE PLAINTIFF claims:**

1. An injunction restraining the Defendant in the following manner:- with an attached Penal Notice;
  - a. An Order restraining the Defendant from the Plaintiff at all times and from the home where they presently live;
  - b. For the Defendant to be removed from the premises forthwith and that the Defendant be evicted from the matrimonial home pending the outcome of this action;
  - c. For the Defendant not to come within 50 yards of the premises or the Plaintiff;

- d. For the Defendant not to have any contact with the Plaintiff either directly or indirectly;
  - f. An Order that the Defendant be evicted.
- 2. That the Defendant be evicted from the matrimonial where the Plaintiff resides forthwith;
  - 3. Any other relief this Honourable Court deems fit.
  - 4. Costs.

*Creary & Associates*

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Creary & Associates, Attorneys-at-Law  
Attorney – Clara F. Young

**THIS WRIT** was issued by Creary & Associates, Attorneys-at-Law whose address for service is 1428 Trafalgar Place, Suite B1, PO Box 30689, Seven Mile Beach, Grand Cayman, Cayman Islands.

**Acknowledgement of service of writ of summons (0.12, 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.

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ACKNOWLEDGMENT 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.

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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  no

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Service of the Writ is acknowledged accordingly

(Signed).....

Attorney for

**Please complete overleaf**

## **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. In the case of a limited company, "residence" means its registered or principal 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.

**Creary & Associates**  
1428 Trafalgar Place, Suite B1  
PO Box 30689  
Seven Mile Beach  
Grand Cayman

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

**Ronald Arthur Young**  
7 Adonis Drive  
Shoreway Townhomes  
West Bay  
GRAND CAYMAN