



Neutral Citation Number: [2026] CIGC (Civ) 8

**IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION**

Cause no: G 2025-0108

BETWEEN

BRUCE ANDREW STEPHENS-BLAKE

Plaintiff

AND

CANOVER NORBERT WATSON

Defendant

CHAMBERS

Coram: Hon. Mrs. Justice Marlene Carter
Appearances: Ms. Alexandria Fennell of Samson Law for the Plaintiff
Mr. Canover Watson, in person, unrepresented
Heard: 13 February 2026
Ruling Delivered: 20 February 2026

*Civil Law – Writ of Summons – Debt – GCR O33 r.3 - Preliminary Issue – Limitation Act, (1996
Revision) Sections 7 & 8 – determinable date*

PRELIMINARY ISSUE RULING

The Application

1. The Plaintiff filed a writ of summons in which he seeks the recovery of a debt. The statement of claim records:
 - “3. *The Plaintiff and the Defendant both entered into an oral agreement whereby the Defendant sought to borrow the sum of US \$ 100,000 from the Plaintiff in order to assist with his legal fees and the Plaintiff agreed to loan him the said sums.*
 -
 6. *By way of a demand letter dated 24 October 2024, the Plaintiff wrote to the Defendant demanding the repayment of the loan in full within 21 days. This demand letter was delivered to him by way of process server at Northward Prison on 25 October 2024.*
 7. *The Defendant has failed to respond to the written demand and has failed to make any payment to the Plaintiff in respect of the outstanding sum. The Defendant’s failure to pay the sums due, amount to a breach of his contractual obligations to the Plaintiff and has caused the Plaintiff to suffer loss and damage as a result of the said breach.”*
2. On 5 June 2025, the Plaintiff issued a summons for Directions. At the hearing of the Summons for Directions the Defendant raised the issue of limitation. The court directed that this issue should be determined as a Preliminary Issue (the “Limitation Issue”) pursuant to GCR O.33 r.3.
3. The Defendant filed submissions on the Limitation Issue as did the Plaintiff. The Plaintiff also filed two affidavits in support of an application for summary judgment. The Plaintiff contends that if the Limitation Issue fails, this court should proceed to determine that application in line with GCR O.33 r.7, as the effect of such a finding would be that the Defendant had no defence to the claim.
4. The Defendant submitted that the claim was statute barred under section 7 of the *Limitation Act*. He submitted that:
 - (i) The claim for recovery of the debt should have been brought within 6 years of the date of accrual of the cause of action.

- (ii) The loan from the Plaintiff to the Defendant having been advanced on 13 November 2014, repayment was expressly contingent upon the resolution of the criminal proceedings, the Carepay proceedings, proceedings in which the Defendant was then arrested.
 - (iii) That the date of resolution of those proceedings was a determinable event.
 - (iv) That the Defendant was convicted in those proceedings on 5 February 2016. His appeal against conviction was dismissed on 6 December 2017.
 - (v) That this was the ultimate date of resolution and the relevant determinable date for the purpose of limitation.
 - (vi) That in consideration of the date of 6 December 2017, the instant proceedings should have been initiated by 06 December 2023.
 - (vii) The Letter of Demand first seeking repayment was dated 24 October 2024, outside the limitation period.
 - (viii) That the Writ of Summon was filed on 10 April 2025, also outside the limitation period and is statute-barred.
5. The first affidavit of the Plaintiff, filed on 10 April 2025, states the following regarding the circumstances in which the loan to the Defendant was advanced:

“4. On this occasion the Defendant told me that he believed that the investigation into him was politically motivated and that he was confident of vindication. He further explained that, in order to fight such powerful interests, he would require an experienced Queen’s Counsel, but that his bank accounts had been frozen. He then asked for my financial assistance in hiring Queen’s counsel to represent him until everything had been rectified.

5. I explained to the Defendant that I had limited funds available to me, but that I could provide him with a loan of up to US\$ 100,000 to assist with his legal fees. This was an oral agreement between friends. Although precise repayment terms were not reduced to writing, our clear understanding was that the monies loaned to him would be used to fund his legal defence and that he would pay me back once his legal matters had resolved”.

6. In his second affidavit filed on 22 October 2025, in response to the Limitation Issue, the Plaintiff states:

“My main argument in response to his defence of limitation is that in circumstances where there was a loan agreement that did not have an agreed timeframe for repayment, the time would start running upon a demand letter being issued for the repayment of the said loan. Our agreement did not stipulate a time frame for repayment. I only loaned him the funds to assist him with his legal fees, without there being a time frame for repayment.”

7. Counsel for the Plaintiff submitted that the agreement upon which the loan was advanced to fund the Defendant’s legal defence did not provide for repayment of the debt on or before a fixed or determinable date. For this reason, counsel stated that Section 8 of the *Limitation Act* was the relevant section to be considered on the Limitation Issue. Counsel submitted further that the date that the Plaintiff caused a demand letter to be issued seeking recovery of the debt was the date on which the cause of action to recover the debt had accrued pursuant to Section 8 (3) of the Act. As such, the Plaintiff was well within the limitation period in issuing the writ of summons.
8. Counsel for the Plaintiff submitted further that even if the court were to find that there was a determinable date for repayment arising from the agreement, the date to be utilized for the purpose of limitation was the date upon which all of the Defendant’s legal issues were resolved. This date counsel submitted was a date in September 2024. The Plaintiff’s evidence on this point, taken from his 2nd affidavit:

“7. In February 2016, the Defendant was convicted following trial and sentenced to seven years (7) in prison. Upon his conditional release from prison on license in June 2018, the Defendant was further arrested in relation to a second matter, in which I also became a Defendant. This matter was either under investigation or before the Courts until September 2024. It was for these reasons that I did not pursue repayment of the loan during this period.”

Court’s considerations

9. Sections 7 and 8 of *the Limitation Act (1996 Revision)* (hereinafter “*the Act*”) state:

“7. An action founded on simple contract shall not be brought after the expiration of six years from the date on which the cause of action accrued.

8(1) Subject to subsection (3), section 7 shall not bar the right of action on a contract of loan to which this section applies.

(2) This section applies to any contract of loan which does not –

(a) *provide for repayment of the debt on or before a fixed or determinable date; and*

(b) *effectively (whether or not it purports to do so) make the obligation to repay the debt conditional on a demand for repayment made by or on behalf of the creditor or on any other matter,*

except where, in connection with taking the loan, the debtor enters into any collateral obligation to pay the amount of the debt or any part of it (as, for example, by delivering a promissory note, which expression in this subsection has the same meaning as in section 83 of the Bills of Exchange Law (Revised) as security of debt) on terms which would exclude the application of this section to the contract of loan if they applied directly to repayment of the debt.

(3) *Where a demand in writing for repayment of the debt under a contract of loan to which this section applies is made by or on behalf of the creditor (or, where there are joint creditors, by or on behalf of any of one or more of them) section 7 shall thereupon apply as if the cause of action to recover the debt had accrued on the date on which the demand was made.”*

10. The issue on this application is whether this debt is a simple contract subject to the limitation of 6 years from the date of accrual of the cause of action or whether it is a contract of loan which does not provide for repayment of the debt on or before a fixed or determinable date. In this regard the intention of the parties to this oral agreement and the evidence of such intention is paramount to the determination of this issue.
11. Each party agrees as to the circumstances in which the agreement was formed. The Defendant had been arrested and sought financial assistance from the Plaintiff. The Plaintiff agreed to assist. The monies transferred to the Defendant were to be repaid. This was not a contribution or a gift. The Defendant submits that the CarePay proceedings were the only proceedings in which he had been arrested and charged at the time of the agreement and therefore the reference to repayment at the conclusion of the case could only have referred to the conclusion of that legal matter. The Plaintiff in his affidavit evidence, referred to in paragraph 8 herein, states that the Defendant was further arrested in relation to a second matter and it is the date of conclusion of that second matter, that is the proper date upon which the Defendant's legal issues were finally resolved and therefore the date to be utilized as the agreed repayment date.
12. One of the documents exhibited to the Plaintiff's first affidavit of 10 April 2025 is relevant to ascertain which legal matters involving the Defendant the parties had in their contemplation at the

time of the agreement. On 24 October 2024 Samson Law, on behalf of the Plaintiff, wrote to the Defendant in the following terms:

“On 13 November 2014 our above-named client loaned you US \$ 100,000 which was transferred directly to your then attorneys, Samson & McGrath, to assist with your legal fees in connection with the Grand Court indictment number 49/15. At the time of the loan, it was agreed that repayment would be made upon the conclusion of the case. Despite the trial ending in February 2016, our client has yet to receive any repayment.”

13. This is the letter of demand upon which the Plaintiff relies as constituting the beginning of the limitation period as per Section 8 (3) of the *Limitation Act* should the court not find favour with the Defendant’s arguments on the limitation issue. Counsel for the Plaintiff did not attempt to resile from the terms of the demand letter, except that counsel sought to draw the court’s attention to the sworn affidavits of the Plaintiff and the Plaintiff’s narrative surrounding the agreement within those affidavits.
14. The Plaintiff’s main argument why section 7 of *the Act* should not apply is that there was no determinable date for repayment under the agreement and, even if the court were to consider the that there was a determinable date, this being when the Defendant’s legal matters were resolved, resolution should be interpreted as the date when both the Defendant’s legal matters were completed. However, this paragraph in the letter of demand sheds further welcome light on the nature of the agreement, the date on which the parties anticipated that repayment would become due under the agreement and the Plaintiff’s understanding of what legal matters were within the parties’ contemplation at that point.
15. The Plaintiff specifically addresses and references Indictment 49/15. The demand letter states that it was agreed that repayment would be made upon *“the conclusion of the case”*. There is no doubt that it was that matter, the charges on Indictment 49/15, to which the Plaintiff was referring. The demand letter goes further to indicate that it appeared to the Plaintiff that the trial had ended in February 2016, but the Plaintiff had yet to receive any repayment, a clear indication that as far as the Plaintiff was concerned repayment of the debt had become due by that date.
16. Counsel for the Plaintiff could point to nothing other than an enlarged interpretation of the Plaintiff’s assertion of repayment *“once his legal matters had resolved”* to buttress her submission

that the date that the parties had in mind was sometime in September 2024. On the facts, the Defendant had not been charged and had no indication that he would have been charged in the second matter to which the Plaintiff referred, and in which the Plaintiff was also a defendant, at the time of the agreement between the parties. The parties were concerned with the Defendant's legal issues surrounding the CarePay indictment. It would stretch to incredulity to believe that when the agreement for the loan was reached in 2014 the parties envisaged that the Defendant would be arrested and tried for further unrelated offences in 2018.

17. The evidence filed by the Plaintiff is contradictory. The Plaintiff's arguments are inconsistent with his own evidence.
18. I am satisfied that there was a determinable date agreed by the parties for repayment of the loan, being the date at the conclusion of the legal matter in which the Defendant was embroiled in 2014. This was a simple contract to which Section 8 of *the Limitation Act* has no application.
19. The Defendant was convicted on Indictment 49/2015 on 5 February 2016. His appeal against conviction was dismissed on 6 December 2017. Even if the latter of these dates is employed as being the date of resolution of the Defendant's legal matters, this leads to a limitation period, 6 years from the date of accrual of the claim, of December 2023. The Plaintiff made the first demand in writing for repayment of the loan on 24 October 2024. The Plaintiff's claim on the debt by writ of summons was filed on 10 April 2025. Both claims fall well outside the limitation period for a simple claim in contract, on the facts of this case. The Plaintiff's claim by Writ of Summons filed on 10 April 2025 is statute-barred.
20. Pursuant to GCR O.33 r.7, the Plaintiff's claim is dismissed. The Defendant shall have his costs on the standard basis, to be taxed if not agreed.



Hon. Mrs. Justice Marlene Carter
Judge of the Grand Court

