

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: *G0086* OF 2014

BETWEEN:

DR. STEPHEN GAY

PLAINTIFF

AND:

MR. MARLON COLLINS

DEFENDANTS



WRIT OF SUMMONS

TO: MARLON COLLINS of 24 Party Lane, Spotts, Grand Cayman, Cayman Islands.

THIS WRIT OF SUMMONS has been issued against you by the above named Plaintiff, of George Town, Grand Cayman in respect of the claims set out on the next page.

Within 14 days after service of this Writ on you counting the day of service, you must either satisfy the claim or return to the Courts Office, P.O. Box 495, George Town, Grand Cayman, KY1-1106, 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 any intention to contest the proceedings, the Plaintiffs may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 5th day of June 2014.

NOTE this Writ may not be served later than 4 calendar months beginning with the date of original issuance unless renewed by order of the Court

IMPORTANT

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

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: OF 2014

BETWEEN:

DR. STEPHEN GAY

PLAINTIFF

AND:

MARLON COLLINS

DEFENDANTS

STATEMENT OF CLAIM

1. The Plaintiff is, Dr. Stephen Gay, of PO Box 11796, George Town, KY1-1009, Grand Cayman, Cayman Islands.
2. The Defendant is, Mr. Marlon Collins, who resides at 24 Party Lane, Spotts, Grand Cayman, Cayman Islands.
3. At various times between on or about 4 April 2005 and 12 May 2012 (the "Loan Period"), the Plaintiff orally agreed with the Defendant to lend to the Defendant, and did lend to the Defendant, various sums of money, over the course of the Loan Period, repayable on demand.
4. The total amount lent by the Plaintiff to the Defendant over the Loan Period was CI\$ 130,983.69 (the "Debt").
5. On or about 12 May 2012 the Defendant signed and dated a statement (the "Statement") which annexed a complete breakdown of the Debt and the installments thereof which had been lent to him, and thereby the Defendant acknowledged his liability for the Debt.
6. In the execution of the Statement the Defendant sought to come to an arrangement with the Plaintiff as to how the Debt was to be repaid. The Defendant proposed that the Debt would be repaid by payment to the Plaintiff of a portion of the proceeds of sale of a property known as Registration Section Spotts, Block 25B, Parcel 204 and that any shortfall in the sum due to the Plaintiff would be paid by the Defendant in additional regular monthly repayments, which would commence on 1 August 2012.
7. Following the execution of the Statement, notwithstanding the Defendants promises, no payments were made by the Defendant to the Plaintiff.
8. Despite repeated requests by the Plaintiff, including written demand for immediate payment made by letter dated 14 May 2014, the Defendant has failed or refused to pay the Debt or any

part of it to the Plaintiff. The said sum of CI\$ 130,983.69 remains due and owing to the Plaintiff.

9. The Plaintiff claims against the Defendant the sum of CI\$ 130,983.69 together with pre and post-judgment interest on his damages and costs and relies upon s.34 of the Judicature Law (2007 Revision) and Judgment Debts (Rates of Interest) Rules 2012, as amended from time to time.

THE PLAINTIFF THEREFORE CLAIMS:

- (a) Judgment in the sum of CI\$ 130,983.69;
- (b) Pre-Judgment interest upon the sum as set out at paragraph (a) above with effect from 14 May 2014 at the rate of $2\frac{3}{8}$ % per annum (CI\$ 8.52 per diem) and standing at CI\$187.44 as at the date of issue of the Writ and/or such other rate then prevailing and/or determined by the Court in accordance with s.34 of the Judicature Law (2007 Revision) and the Judgment Debts (Rates of Interest) Rules 2012 as amended from time to time;
- (c) Post-Judgment interest upon the sums as set out in paragraphs (a) and (b) above with effect from the date of service of Judgment at the rate of $2\frac{3}{8}$ % per annum and/or such other rate then prevailing and/or determined by the Court in accordance with s.34 of the Judicature Law (2007 Revision) and the Judgment Debts (Rates of Interest) Rules 2012, as amended from time to time;
- (d) Costs; and
- (a) Such further and other relief as to this Honourable may seem just.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of CI\$ 130,983.69 further proceedings will be stayed. The money must be paid to the Plaintiff or his Attorney.

DATED at Grand Cayman this 5th day of June 2014



Nelson & Co.
Attorneys for the Plaintiff

THIS WRIT OF SUMMONS AND STATEMENT OF CLAIM is issued by Nelson & Co., Attorneys-at-Law, attorney for the Plaintiff, whose address for service is that of his said attorneys at 31 The Strand, P.O. Box 2075, Grand Cayman KY1-1105 Cayman Islands.

TO: The Clerk of the Grand Court

AND TO: Mr. Marlon Collins

IN THE GRAND COURT OF THE CAYMAN ISLANDS

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CAUSE NO: OF 2014

BETWEEN:

DR. STEPHEN GAY

PLAINTIFF

AND:

MARLON COLLINS

DEFENDANTS

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.

1. State the full name of the Defendant by whom or on whose behalf the service of the Writ 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 (tick box)

Yes No

Service of the Writ is acknowledged accordingly

Signed

Attorney for the Defendant

Address for service:

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

Nelson & Company
Attorneys at Law
PO Box 2075
31 The Strand
46 Canal Point Drive
Grand Cayman KY1-1105
Attn: C Flanagan

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

[Empty box for Defendant's Attorney indorsement]

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 495, 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

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.