



**ID COURT OF THE CAYMAN ISLANDS
DIVISION**

CAUSE No.: 0128 of 2025

BETWEEN:

ALISON LEAH DUNBAR-SPENCER

(as Executrix of the ESTATE OF JOYCE ANN DUNBAR (deceased))

Plaintiff

AND

LOCKSLEY HAYLOCK

Defendant

WRIT OF SUMMONS

**TO: Locksley Haylock
P.O. Box 1638
Grand Cayman KY1-1109
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 14 days (if service is effected in the Cayman Islands), or 21 within days (if service is effected elsewhere) after 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 495, 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 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 6 day of May 2025.

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.

This WRIT OF SUMMONS was issued by the Plaintiff's Attorney, Collas Crill, whose address for service is Floor 2, Willow House, Cricket Square, P.O. Box 709, Grand Cayman KY1-1107, Cayman Islands. (ref: AJP/50001800 0001)

IMPORTANT

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

STATEMENT OF CLAIM

1. The Plaintiff is the executrix of the estate of the late Joyce Ann Dunbar (the **Deceased**) (hereafter the **Estate**). On 30 June 2023, the Plaintiff obtained a grant of probate from the Grand Court of the Cayman Islands in respect of the Estate (the **Grant of Probate**) and sues in her capacity as executrix of the Estate.
2. The Defendant is and was at all material times a resident of Grand Cayman, Cayman Islands.

THE LOAN

3. On 6 April 2008, the Defendant and two other persons who are unrelated to the Defendant (collectively, the **Borrowers**) entered into an agreement with the Deceased by way of a Promissory Note (**Note**) for a loan by the Deceased to the Borrowers in the sum of CI\$707,995.00 (the **Initial Loan**). The terms of the Note provided, *inter alia*, that the Borrowers would:
 - a. pay interest on the Initial Loan at the rate of 10% per annum until the Initial Loan was paid in full; and
 - b. make payments to the Deceased in satisfaction of the Initial Loan by monthly instalments of CI\$5,000 per month until the balance of the Initial Loan was paid in full, with the first payment to be made to the Deceased by the Borrowers on 15 June 2008.
4. As the Note did not apportion liability for repayment of the Initial Loan between each of the Borrowers, by letter dated 12 October 2016 the Deceased and the Borrowers entered into an agreement in writing in respect of the Initial Loan, which was executed by each of the parties (the **Revised Loan Agreement**).
5. The terms of the Revised Loan Agreement provided, *inter alia*:
 - a. the amount owing to the Deceased by the Borrowers was CI\$836,005.37, which was comprised of the Initial Loan plus interest on the Initial Loan of CI\$128,010.37 (the **Revised Loan**);
 - b. the Defendant was solely liable for CI\$278,668.46, which comprised one third (1/3) of the Revised Loan; and
 - c. as the Defendant had made two payments to the Deceased totalling CI\$500.00 in part-payment of the Initial Loan, the Defendant owed the Deceased the sum of CI\$278,168.46 (the **Debt**);
 - d. the Defendant agreed to (i) repay the Debt by way of monthly payments to the Deceased of CI\$250 per month (the **Monthly Repayments**) on the first day of each month,

commencing on 1 November 2016, until the Debt was paid in full; and (ii) provide the Deceased with an updated payment schedule following each monthly payment;

- e. no further interest would accrue in relation to the Debt;
- f. if the Defendant adhered to the Monthly Repayments, the Deceased would take no further action to recover the Debt for a period of two years, ending in October 2018; and
- g. on 1 November 2018, the Deceased was at liberty to review the payment schedule in respect of the Debt and pursue the Defendant for the amount outstanding in relation to the Debt.

BREACH OF THE REVISED LOAN AGREEMENT

- 6. Shortly after obtaining the Grant of Probate, the Plaintiff took steps to administer the Deceased's Estate and discovered the Note and the Revised Loan Agreement.
- 7. Following her review of the books and records of the Deceased in or about January 2024, the Plaintiff discovered that the Debt remained outstanding and the Defendant had acted in breach of the terms of the Revised Loan Agreement.

Particulars of breach

- 7.1 From the date of the Revised Loan Agreement until January 2024, the Defendant failed to make any Monthly Repayments in part-payment of the Debt, despite the sum of CI\$19,000.00 being due and payable by that date.
- 7.2 The Defendant failed to make any Monthly Repayments until August 2024.
- 7.3 The Defendant made Monthly Payments in accordance with the terms of the Revised Loan Agreement in August and September 2024 but thereafter only made payments of CI\$200 per month between 30 October 2024 until 28 February 2025 in satisfaction of the Debt.
- 8. By letter from the Plaintiff's attorneys, Collas Crill, to the Defendant dated 3 February 2025, the Defendant was given notice that:
 - a. the Defendant had breached the terms of the Revised Loan Agreement; and
 - b. the Plaintiff intended exercising the right to pursue the Defendant for the repayment of the Debt, pursuant to the terms of the Revised Loan Agreement.
- 9. On 13 March 2025, the Defendant paid the Plaintiff the sum of CI\$20,750 in part-payment of the Debt. However, the Defendant did not make the Monthly Repayment in April 2025.

10. The Plaintiff seeks orders for the payment of the balance of Debt.

AND THE PLAINTIFF CLAIMS:

11. An Order that the Defendant repays the Plaintiff sum of CI\$255,918.46 (the **Revised Debt**);
12. Interest on the Revised Debt at a rate of 2.375% in accordance with section 34 of the Judicature Act (2021 Revision) and the Judgment Debts (Rates of Interest) Rules (2021 Revision);
13. Costs; and
14. Such further and/or relief as this Honourable Court deems appropriate.

Dated the 6th day of May 2025

Filed the 6th day of May 2025

Collas Crill LLP

Collas Crill LLP
Attorneys-at-Law for the Plaintiff

IMPORTANT

If within the time for returning the Acknowledgement of Service the Defendant pays the total amount claimed of **CI\$263,598.72** (including interest) further proceedings will be stayed. The money must be paid to the Plaintiff or her Attorney.

Directions for Acknowledgment of Service are given with the accompanying form.

***DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE
OF ORIGINATING SUMMONS***

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.

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. If you wish to defend claims made in the Writ of Summons, or intend to attend the proceedings and to participate in them so far as necessary (although not necessarily in an adversarial manner) you should tick the "Yes" box in paragraph 2 of the acknowledgment of service.
3. 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.
4. 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)".
5. 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.
6. 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.
7. 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.
8. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian ad litem.
9. A Defendant acting in person may obtain help in completing the form at the Courts Office.

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

CAUSE No.: of 2025

BETWEEN:

ALISON DUNBAR

(as Executrix of the ESTATE OF JOYCE ANN DUNBAR (deceased))

Plaintiff

AND

LOCKSLEY HAYLOCK

Defendant

**ACKNOWLEDGMENT OF SERVICE OF
WRIT OF SUMMONS AND STATEMENT OF
CLAIMS**

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

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 or otherwise participate in the proceedings (tick appropriate box)

yes no

Service of the Writ of Summons is acknowledged accordingly

(Signed).....

[Attorney] for

[Defendant in

person]

Address for

service:

This WRIT OF SUMMONS was issued by the Plaintiff's Attorney, Collas Crill, whose address for service is Floor 2, Willow House, Cricket Square, P.O. Box 709, Grand Cayman KY1-1107, Cayman Islands. (ref: AJP/50001800.0001)

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.

Collas Crill LLP
Floor 2, Willow House
Cricket Square, George Town
PO Box 709
Grand Cayman KY1-1107
Cayman Islands

(Ref: AJP/50001800.0001

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

