



**COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION**

CAUSE NO. GC of 2025

BETWEEN:

MICHAEL MCDONALD

PLAINTIFF

AND:

DAVID STRUCKE

DEFENDANT

WRIT OF SUMMONS

TO: The Defendant
David Strucke
C/O DataStreamer
Cayman Enterprise City
Strathvale House
George Town, Grand Cayman
davidstrucke@gmail.com

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 service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, PO Box 495GT, George Town, Grand Cayman, the accompanying Acknowledgment of Service form 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 September 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.

IMPORTANT

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

This **WRIT and STATEMENT OF CLAIM** was issued by KSG, Attorneys for the Plaintiff whose address for service is 3rd Floor One Capital Place, Shedden Road, P.O. Box 2255, KY1-1107, George Town, Grand Cayman. (Ref: JK/4565)

STATEMENT OF CLAIM

1. The Plaintiff is a Cayman Islands citizen with address of Harbour Centre, George Town, Grand Cayman. The Defendant is a Canadian citizen and resides between the Cayman Islands and Canada and the parties were at all relevant times known to each other socially and professionally.
2. On or about the 11th May 2022 the Defendant sought financial assistance from the Plaintiff by way of a loan to assist payment of the Defendants financial obligations.
3. On or about that date, the Plaintiff agreed verbally to lend to the Defendant a total of One Hundred Twenty-One Thousand United States Dollars (US\$121,000.00). It was agreed that the money loaned would be repaid within a number of days.
4. The Plaintiff agreed to and did lend the said sum of US\$121,000 to the Defendant on or about the same date.
5. By the 29th of May 2022 the Defendant had not repaid the sum borrowed and sought further financial assistance from the Plaintiff on the 29th May 2022 by way of borrowing of the additional sum of One Hundred One Thousand United States Dollars (US\$101,000.00)
6. The Plaintiff agreed to lend the additional sum and on 31st May 2022 the Plaintiff did lend the additional sum of US\$101,000.
7. The parties agreed verbally that the terms of the loan of the total sum of US\$222,000 (the US\$101,000 and US\$121,000 together being the "Loan") was on the condition that repayment would be made in full within 2 weeks of the loan being made.
8. In accordance with the terms agreed, the Plaintiff sought repayment of the Loan during June 2022, at which time the Defendant advised he was unable to do so and offered in lieu of payment to agree to pay interest at the rate of 10% p.a. on the Loan in consideration for the Plaintiffs ongoing forbearance from demanding immediate payment. The Plaintiff agreed verbally to the revised Loan terms.
9. Since June 2022 the Plaintiff has repeatedly demanded repayment of the Loan in full, despite these demands the Defendant has only made the following payments:
 - 9.1 US\$1,110.00 on 25 January 2023
 - 9.2 US\$88,000.00 on 9 November 2024
10. On the 30th of May 2025, the Plaintiff formally demanded repayment in full of the sum owing pursuant to the terms of the Loan and in breach of the Loan terms the Defendant has failed or refused to repay the sum due and owing.
11. As of 25 August 2025, the Defendant is indebted to the Plaintiff in the principal sum of One Hundred and Thirty-Two Thousand Eight Hundred and Ninety United States Dollars

(US\$132,890) and interest of \$64,538.74 as calculated in accordance with the interest table annexed.

12. The Plaintiff seeks repayment from the Defendant of the sum of of One Hundred and Ninety Seven Thousand Four Hundred and Twenty Eight United States Dollars and 74 cents and the Plaintiff seeks payment of this sum along with pre-and post judgment interest at the rate of 10% per annum and costs.

AND THE PLAINTIFF CLAIMS:

- a) The said sum of US\$197,428,74 as monies due and owing.
- b) Pre and Post judgment interest at the rate of 10% per annum with the current daily interest at \$36.40.
- c) Costs plus filing fees and bailiff's fee for service



KSG

Attorneys for Plaintiff

If within the time for returning the Acknowledgement of Service the Defendant pays to the Plaintiff's Attorneys the total amount claimed of US\$197,428.74, interest of \$36.40 per day until payment and all filing fees claimed all further proceedings will be stayed.

Plaintiff's address for service:

3 rd Floor One Capital Place Shedden Road PO Box 2255 George Town, KY1-1107

INTEREST CALCULATION

Start	End	Amount	Rate	Days	per day interest	Interest
31-May-22	25-Jan-23	\$ 222,000.00	10%	239	60.82	\$ 14,535.98
26-Jan-23	9-Nov-24	\$ 220,890.00	10%	653	60.52	\$ 39,519.56
10-Nov-24	25-Aug-25	\$ 132,890.00	10%	288	36.4	\$ 10,483.20

**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, PO Box 495GT, 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, 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 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 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 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.

**IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION****CAUSE NO. GC of 2025****BETWEEN:****MICHAEL MCDONALD****PLAINTIFF****AND:****DAVID STRUCKE****DEFENDANT****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 appropriate box)

☐

Yes

☐

No

Service of the Writ is acknowledged accordingly

(Signed) _____

Attorney For

Please complete overleaf

This **WRIT and STATEMENT OF CLAIM** was issued by KSG, Attorneys for the Plaintiff whose address for service is 3rd Floor One Capital Place, Shedden Road, P.O. Box 2255, KY1-1107, George Town, Grand Cayman. (Ref: JK/4565)

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 suing in person) of his name, address and reference, if any, in the box below.

KSG
3rd Floor One Capital Place
Shedden Road
PO Box 2255
George Town
KY1-1107
Grand Cayman

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