

IN THE GRAND COURT  
CAYMAN ISLANDS  
CAUSE NO. 32 OF 2002



BETWEEN: **NEVILLE W. LEVY**

Plaintiff

AND: **DARLENE MANZANARES**

Defendant

**WRIT OF SUMMONS**

To: Darlene Manzanares  
George Town.

**THIS WRIT OF SUMMONS** has been issued against you by the above named Plaintiff in respect of claim set out in the next page.

**Within** fourteen (14) days of 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 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 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 9<sup>th</sup> January, 2002.

**NOTE:** This Writ may not be served later than 4 calendar months (or, if leave is required to effect service out of the jurisdiction, within 6 months) beginning with the date of issue unless renewed by the order of the Court.

**IMPORTANT**

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

## STATEMENT OF CLAIM

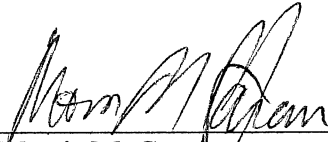
- 1 The plaintiff is the owner of the NevLaw Building at 280 Shedden Road
- 2 The defendant works with the Cayman Islands Government.
3. On the 1<sup>st</sup> September, 2001, the defendant entered into an agreement with the plaintiff to rent Shop No. 4 at a monthly rental of \$1,400.00, as from the 1<sup>st</sup> October, 2001- the month of September being rent free for the shop to be stocked.
4. It was a term of the agreement that the defendant would pay \$1,400.00 as security money which should be refunded on vacation of the premises by the defendant.
- 3 The defendant took possession of the shop and paid \$1000.00 leaving a balance of \$400.00 of the deposit to be paid on the 1<sup>st</sup> October, 2001 with that month's rent of \$1,400.00. However, the defendant failed to pay as agreed and paid only \$1000.00 on the 22<sup>nd</sup> October leaving a total of \$800.00 (\$400.00 rent and \$400.00 deposit) unpaid.
5. The defendant again failed to pay the rent for November, and despite numerous demands, paid on \$900.00 on the 3<sup>rd</sup> December, 2001 leaving a balance of \$500.00 due on the November rent plus the \$800.00 due from October, making a total of \$1,300.00 due and owing. She also failed to pay the December rent.
6. On the 18<sup>th</sup> December, 2001 the defendant paid another \$500.00 leaving a balance of \$900.00 due and owing on the December rent making a total of \$2,200.00 due in arrears.
7. The defendant has failed to pay the rent for January, 2001 and is now in arrears in the sum of \$3,600.00 in the five months in which she has been in possession of the shop.
8. The plaintiff has demanded the rent from the defendant on numerous occasions both verbally and in writing but she has failed to pay despite the fact that most of the stock that were put in the shop with moneys borrowed from the plaintiff and another person jointly have been disappearing.

In the circumstances the plaintiff prays that the defendant be ordered to:

1. Pay the amount due =\$3,600.00
2. Interest at Statutory Rate from the dates each amount became due and owing.
3. Vacate the premises immediately;

4. Costs to be taxed or agreed

Dated this 9<sup>th</sup> January, 2002

  
\_\_\_\_\_  
Morris M. Garcia

**INDORSEMENT**

The amount claimed in respect of the debt is \$3,600.00 as principal and \$ as interest until the issue of the Writ f Summons for a total of \$3,600.00. The amount of fixed costs is \$500.00 and the cost of issuing this Writ of Summons is \$150.00. If within the time for returning the acknowledgement of service the defendants pay the plaintiff's attorneys-at-law the total amount claimed in principal and interest, the fixed costs of issuing of the Writ f Summons, further proceedings will be stayed. The money must be paid to the plaintiff's attorneys-at-law at the NevLaw Building, 180 Shedden Road.

**STATEMENT REGARDING INTEREST**

This Writ is filed by Morris M. Garcia , Attorneys-at-Law for and on behalf of the Plaintiff whose address for service is Suite No.2, 180 Shedden Road, George Town, Grand Cayman.

**Schedule of Interest Calculated**

**And interest accruing at \$0.44 per day.**

IN THE GRAND COURT  
CAYMAN ISLANDS

CAUSE NO. 2002

BETWEEN: NEVILLE W. LEVY PLAINTIFF  
AND: DARLENE MANZANARES DEFENDANT

**ACKNOWLEDGEMENT 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 defendants whereby they may have to pay the costs of applying to set it aside.

- 1 Darlene Manzanares
- 2 State whether the Defendants intend to contest the proceedings. (tick "yes" or "no")
- 3 State whether the Defendants intend to apply for a stay of execution of judgment entered by the Plaintiff (tick "yes")

Service of the Writ is acknowledged accordingly.

Signed

\_\_\_\_\_  
Attorney for Defendant

\_\_\_\_\_  
Defendant in Person

Address for service:

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

Morris Garcia  
NevLaw Building,  
180 Shedden Road,  
George Town.

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