

IN THE GRAND COURT  
CAYMAN ISLANDS  
CAUSE NO. 31 OF 2002

BETWEEN:

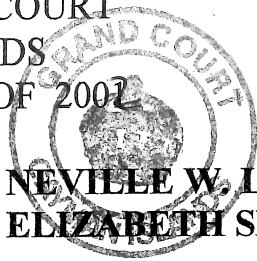
NEVILLE W. LEVY &  
ELIZABETH SENIOR

Plaintiffs

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 plaintiffs live in West Bay, Grand Cayman.
2. The defendant lives in George Town.
3. On the 1<sup>st</sup> September, 2001 the plaintiffs entered into a **written agreement** to lend the defendant CI\$20,000.00 for 3 years at 15% per annum to open a mini-mart shop at No. 4 , Nevlaw Building at 180 Shedden Road in George Town.
4. The terms of the agreement were as follows:-
  - a. The borrower shall repay the lenders the sum of Twenty Five Thousand United States (which is the equivalent of the CI\$20,000.00 now borrowed) with interest at 15% per annum.
  - b. The principal and interest shall be repaid in 36 equal installments to be worked out in Schedule one, attached hereto.
  - c. Payments shall be on the 1<sup>st</sup> day of each month commencing on the 1<sup>st</sup> October, 2001.
  - d. The lenders shall have a lien over all goods in the said shop, including the equipments and appliances – listed in Schedule two attached hereto
  - e. Failure to make any one payment will give rise to the full balance becoming due and payable and the lenders shall have the right to seize all goods and equipment
  - f. Under no circumstances shall the borrower remove, change, sell lend or do anything to the equipments and appliances in the store which is contrary to the lenders rights.
  - g. As added security of this loan the borrower shall give the lenders a lien over her motor car.
  - h. The borrower shall ensure that she keeps the goods, equipments and appliances fully insured at all times and the lenders name be the first beneficial owner
  - i. Upon acquisition of full insurance and payment of 12 installments, the lender shall remove the lien from the vendor's motor car.
  - j. Upon payment in full of the principal and interest the lien over the goods, equipments and appliances in the shop shall cease and the lenders shall have no control over the action of the borrower with the said goods, equipment and appliances.
  - k. Nothing in this agreement shall prevent the borrower from paying more than the installment calls for if she so wish to pay off the debt in less than 36 payments.
5. It was verbally agreed that the defendant would draw on loan as was required to purchase the equipments and goods for the shop and keep a record as to the amount until a balance of \$1,400.00 for the 1<sup>st</sup> month's rent remained. However, in breach of that agreement, the defendant collected over \$21,000.00.


6. That the parties then agreement to alter the above agreement to include:-
  - a. that the defendant would repay the US\$26,250.00 with interest in 53 monthly installments of US\$625.00 and 1 installment of US\$406.56,
  - b. that payment would commence on the 15<sup>th</sup> November, 2001 with interest to be calculated from the 15<sup>th</sup> September;
  - c. that the defendant would take out a policy of insurance for CI\$25,000.00 on the business of which the plaintiffs would be beneficiaries until the debt was paid in full; and
  - d. that the defendant would take out a life insurance policy in which the plaintiffs would be named beneficiaries until the debt was paid.
- 6 In keeping with the agreement, the plaintiffs prepared the document for their respective signatures but the defendant failed or refused to sign the said agreement.
- 7 It has since been discovered that there is a lien on the defendant's motor car and therefore she was in no position to give the plaintiffs a lien over the said car when she signed the first agreement.
- 8 The defendant has failed to pay the rent for the shop and the landlord, the first plaintiff herein, has prepared an action against the defendant to vacate the premises.
- 9 The stock in the shop has been considerably depleted and not replenished.
10. The defendant therefore in breach of the agreement when she failed to sign the altered agreement
11. The defendant is also in breach of the implied agreement to keep the shop stock to protect the plaintiffs' lien.
12. Further, she is in breach of the implied agreement to pay the rent to enable her to comply with the terms of the loan agreement.

WHEREFORE the plaintiff claims:

1. Payment of the Principal sum of US\$25,000.00
2. Pre-judgment and post judgment interest upon the said principal pursuant to the agreed rate of 15%
3. Costs to be taxed or agreed.

In addition to the principal sum set out below, the plaintiffs are entitled to interest at the agreed rate of 15% per annum from the 15<sup>th</sup> September, 2001. Interest of \$ 1,220.01 on the principal sum is also due as of the date of the issuance of these proceedings. The particulars of interest are set out in the schedule attached to the Statement of Claim.

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

  
Morris M. Garcia

### **INDORSEMENT**

The amount claimed in respect of the debt is US\$25,000.00 as principal and US\$1,220.01 as interest until the issue of the Writ of Summons for a total of US\$26,220.01. The amount of fixed costs is CI\$500.00 and the cost of issuing this Writ of Summons is CI\$255.00. 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 of 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**

The agreed rate of interest on US\$26,250.00 from 15<sup>th</sup> September, 2001 until payment is 15% per annum.

This Writ is filed by Morris 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

Interest from 15/9/15/11/01	=US\$26,250.00 x .15 x 60/365	= \$647.25
Interest from 15/11 to 15/12	=US\$25,625.00 x .15 x 30/365	= \$315.92
Interest from 15/12 to 15/1	=US\$25,000.00 x .15 x 25/365	= \$256.84
Total		= \$1,220.01

**And interest accruing at \$10.27 per day.**

IN THE GRAND COURT  
CAYMAN ISLANDS

CAUSE NO. 2002

BETWEEN: NEVILLE W. LEVY  
ELIZABETH SENIOR 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>