

IN THE GRAND COURT
CAYMAN ISLANDS
CAUSE NO. 371 OF 2002



BETWEEN: NEVILLE W. LEVY 1st Plaintiff
ELIZABETH SENIOR 2nd Plaintiff

AND: SANDRA CLARKE 1st Defendant
DENZIL CLARKE 2nd Defendant

WRIT OF SUMMONS

To: Sandra Clarke and
Sandra Clarke
South Sound.

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 17th May, 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 lives in West Bay.
2. The defendant lives in Fern Gardens, South Sound.
3. On or about the 13th April, 1998 the defendant implored upon the plaintiffs to lend them \$36,000.00 to pay the British American Bank to enable them to get refinancing to avoid foreclosure on their home built on **Parcel 157 Block 15C South Sound.**, by the Vendor.
4. On the 13th April, 1998 the plaintiffs lent the defendants the \$36,000.00 required and the defendants promised to repay the plaintiffs \$41,000.00 in installments of \$10,000.00, \$14,000.00; \$12,000.00 and \$5,000.00 on specified dates ending on the 31st January, 1999 and agreed to pay interest at the rate of 10% per annum if they failed to pay on the promised dates.
5. The defendants failed to pay as agreed and on the 29th June, 1999, a Writ, Cause No. 411 of 1999 was brought against them for the balance of \$17,000.00 due and owing plus interest calculated at \$1,132.67 making a total of \$18,132.67
6. Judgment was delivered against the defendants on the 9th September, 1999 for the amount claimed plus fixed costs of \$500.00 and Court fees of \$181.32 but the defendants still failed to pay.
7. Notice of Motion was filed against them on the 15th February, 2000 for a total of \$19,125.26 but the defendants paid nothing.
8. On the 24th February, 2000 Mr. Justice Douglas ordered that **each defendant** pay \$250.00 per fortnight or be imprisoned for 15 days.
9. The defendants failed to comply with the Order and on the 9th May, 2000 a warrant was issued for their arrest and imprisonment for failing to pay \$1,000.00 due on the order.
10. The police failed to execute the warrant and on the 23rd May, 2000 another warrant was issued for \$500.00. Still the police failed to execute the warrant due to lack of space at the prison.
11. On the 4th July, 2000, the defendants paid \$1000.00 to clear the first warrant leaving the second warrant outstanding.
12. On the 11th August, 2000 the plaintiffs wrote a letter to the defendants pointing out that they were in arrears in the sum of \$2,000.00 besides the outstanding warrant and that they intended to put a charge against the house. The defendants begged that the charge not be put as the bank might have called in the loan as it was not disclosed that they had borrowed the \$36,000.00

13. On the 28th August, 2000 a warrant was issued for the arrest of the defendants who were then in arrears for another \$3,000.00
14. On the 31st August, the defendants paid the \$500.00 outstanding on the 2nd warrant.
15. On the 5th December, 2000 the 1st defendant was arrested for failing to pay the \$3,000.00 on warrant dated 28th August, 2000. On the said date, the 2nd defendant paid the \$3,000.00 and the defendant was released.
16. On the 5th December, 2000, the defendants were in further arrears of \$4,5000.00. The plaintiffs prepared a fourth warrant for the arrest of the defendants but they pleaded with the plaintiffs to discontinue the existing action to avoid them going to prison. Since the judge had split the payment equally between each, each agreed to give a separate promissory note to pay the debt.
17. On the 10th January, 2001 the plaintiffs accepted the proposals and each defendant gave a promissory note stating that each, separately, was responsible for payment of the debt which at the time amounted to **\$14,584.41 with interest at 10% per annum.**
18. The first defendant agreed to pay by monthly installments of \$1000.00 commencing on the 1st February, 2000 and the 2nd defendant agreed to pay \$400.00 per month from the 1st March, 2000.00
19. It was further agreed that the payment by one would be regarded as payment by the other and that the debt would be reduced accordingly.
20. Based upon the agreement a Notice of Discontinuance was filed in Cause 411/99 on the 10th January, 2000.
21. After the Notes were signed, the 2nd defendant volunteered to pay off the amount due by himself in the monthly sum previously agreed as from the 1st March, 2000 to give the 1st defendant the opportunity to pay other bills. However, he made payments on the 30th March and 30th April and then stopped.
22. As a result, on the 4th June, 2001, an Action, Cause No.337/2001 (now discontinued) was filed against the 2nd defendant for the balance which was mistakenly stated as \$13,384.41 rather than the true balance of \$13,784.41.
23. After the Writ was filed the defendant made the following payments:-

26 th June, 2001	= \$400.00
17 th August, 2001	= \$400.00
1 st October, 2001	= \$300.00
9 th November, 2001	= \$400.00
Total	= \$1,500.00

STATEMENT REGARDING INTEREST

The Agreed rate of interest on \$14,584.41 from 10th January, 2001 is 10% per annum.

This Writ is filed by Neville W. Levy & Associates, Attorneys-at-Law for and on behalf of the Plaintiff whose address for service is Suite No.1, 180 Shedden Road, George Town, Grand Cayman, P.O. Box 2178. Ph. 949-5429.

Schedule of Interest Calculated

Interest from 10/1/2001 to 30/3/2001	= \$14,584.41 x .1 x 51/365	=\$203.78
Interest from 31/3/01 to 30/4/2001	= \$14,184.41 x .1 x 30/365	=\$116.58
Interest from 1/5/01 to 22/6/01	= \$13,784.41 x .1 x 53/365	=\$200.15
Interest from 22/6/01 to 17/8/01	= \$13,384.41 x .1 x 56/365	=\$205.34
Interest from 17/8/01 to 1/10/01	= \$12,984.41 x .1 x 45/365	=\$160.08
Interest from 2/10/01 to 19/11/01	= \$12,684.41 x .1 x 39/365	=\$135.53
Interest from 10/11/01 to 7/5/02	= \$12,284.41 x .1 x 188/365	=\$632.73
Total		=\$1,654.19

And interest accruing at \$3.37 per day.

IN THE GRAND COURT
CAYMAN ISLANDS

CAUSE NO. 2002

BETWEEN:	NEVILLE W. LEVY	1 st PLAINTIFF
	ELIZABETH SENIOR	2 nd PLAINTIFF
AND:	SANDRA CLARKE	1 st DEFENDANT
	DENZIL CLARKE	2 nd 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 Sandra Clarke (1); Denzil Clarke (2)
- 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 1st Defendant

1st Defendant in Person

Attorney for 2nd Defendant

2nd 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.

Neville W. Levy & Associates
NevLaw Building,
180 Shedden Road,
George Town.
P. O. Box 2178.

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

[Empty box for endorsement]