

**IN THE GRAND COURT OF THE CAYMAN ISLANDS  
HOLDEN AT GEORGE TOWN**

**CAUSE NO. 161 of 2007**

**BETWEEN**

**FRANCOISE MINZETT**

**PLAINTIFF**

**AND**

**EDGAR WEBB**

**DEFENDANT**



**WRIT OF SUMMONS**

**To: EDGAR WEBB  
SOUTH CAYMAN PALMS  
BRANCH ROAD  
BODDEN TOWN  
GRAND CAYMAN**



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

Within 14 days after the 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, GT 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 that you intend to contest these proceedings, the Plaintiff may proceed with the action and judgement may be entered against you forthwith without further notice.

**Issued this                    day of April 2007.**

**NOTE:** This Writ may not be served later than 4 calendar ( or, if leave is required to effect service out of the jurisdiction, 6 months) beginning with the            day of April 2007, unless renewed by Order of the Court.

**IMPORTANT**

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

## STATEMENT OF CLAIM

1. That the Plaintiff is an individual resident in George Town, Grand Cayman.
2. That the Defendant is also an individual residing in Grand Cayman, at South Cayman Palms, Branch Road, 4th House on the left, Bodden Town
3. That during the period 2005 - 2006, the Plaintiff loaned the Defendant numerous sums of money, totalling the sum of CI \$ 96,654.39 and USD \$ 11,527.56 and for which the Defendant has only repaid the sum of CI \$ 6,865 to date, leaving a balance of CI \$ 89,789.39 and USD \$ 11,527.56.
4. That the Plaintiff loaned the Defendant numerous sums of money totalling CI \$ 69,971.43 for repair of property at # 122 Smith Road, George Town, and of which the Defendant is beneficiary under his late father's estate.
5. That the property was severely damaged by Hurricane Ivan in 2004, and the Parties agreed that the Plaintiff would assist the Defendant in repairing and refurbishing the property, and for which the Defendant would repay the Plaintiff.
6. That over a period between 2005 and 2006, the Plaintiff loaned the Defendant various sums for the purchase of materials and furnishings for the said property, which has since been turned into income-producing apartments, which are all being rented at the present time to various persons.
7. That the moneys loaned by the Plaintiff to the Defendant took the form of several cheques paid by the Plaintiff to various merchants in Grand Cayman or moneys paid directly to the Defendant by the Plaintiff in cash or via cheque, for the purchase of, inter alia, lumber, roofing and other building supplies.
8. That the total paid by the Plaintiff to or for and on the Defendant's behalf in respect of this property, totalled CI \$ 69,971.43.
9. That further, the Defendant between 2005 and 2006, would travel regularly to the United States of America, where he would ask and the Plaintiff would remit several sums of money to him and / or his daughters on his behalf, via Western Union.
10. That to date, the Plaintiff has remitted several sums to and for and on the

Defendant's behalf totalling USD \$ 3546.61, and which the Defendant has failed/refused and / or failed to repay despite numerous requests.

11. That in addition, the Plaintiff, for and on behalf of the Defendant, and on his request, has funded the cost of numerous trips for his travel overseas to and from the United States of America. That in addition, she has, at his request, also funded the cost of renting several motor vehicles for the Defendant on these trips overseas.

That the total costs expended by the Defendant for these airline tickets and rental cars, totals USD \$ 7980.95.

That despite agreement between the parties that the Defendant would repay the Plaintiff these sums, to date, and despite numerous demands of the Defendant, he failed/ refused and / or neglected to repay.

12. That further, and in addition, the Plaintiff. again and at the request of the Defendant, on several occasions, paid utility bills on his behalf, in respect of the property at # 122 Smith Road, in sums totalling CI \$ 1739.96.
13. That further sums were provided to the Defendant in cash, on agreement between the parties that the Plaintiff would be repaid. That these sums were loaned to the Defendant between October 2004 and December 2006, and total the sum of CI \$ 24,943.

That these sums were primarily cash payments used by the Defendant to pay the labourers working on repairing the property at # 122 Smith Road, George Town, and were usually withdrawn from the Plaintiff's bank account on Friday's as the workers were paid in cash, weekly.

14. That despite numerous demands of the Defendant to repay the outstanding sums, the Defendant has failed/ refused and / or neglected to repay.
15. That the parties initially agreed that the Defendant would repay the outstanding sums from the rental collected from the property at # 122 Smith Road, George Town.
16. That as far as the Plaintiff is aware, the Defendant continues to collect rental income totalling between CI \$ 6,000 and CI \$ 6,500 from the property at Smith Road, and yet he fails/ refuses and / or neglects to pay the Plaintiff any sums from this rent in satisfaction of the outstanding debt, as agreed between the parties, save and except, that between the months of September 2006 and January 2007, the Defendant has paid the Plaintiff three sums totalling \$ 6,865 only, in partial satisfaction of the debt. He refuses to pay the balance due.

17. That the balance due and owing on the debt of CI \$ 96,654.39 and USD \$ 11,527.56, less the sum of CI \$ 6,865 paid to date, is the sum of CI \$ 89,789.39 plus USD \$ 11,527.56, which the Plaintiff seeks to recover from the Defendant.
18. That the Plaintiff borrowed these sums loaned to and / or paid for and on behalf of the Defendant from the Cayman Islands Civil Service Association co-operative Credit Union Limited, at the rate of 9.75 % per annum , and for which she has been making regular monthly repayments to them.  
  
That these sums were loaned to the Plaintiff from the CICSA Co-Operative Credit Union by virtue of several cheques dated between October 2004 and October 06, some of which were made payable to the Plaintiff, and some made payable to the Defendant directly.
19. That it is in these circumstances that the Plaintiff claims a repayment of the sums owing by the Defendant, over and above the statutory rate, at 9.75 % per annum, until repayment.

**AND THE PLAINTIFF THEREFORE CLAIMS:**


- (a) The sum of CI \$ 89, 789.39
- (b) The sum of USD \$ 11, 527.56
- (c) Interest at the rate of 9.75 % per annum on the sum of CI \$ 89,789.39 from the date hereof to the date of payment.
- (d) Interest at the rate of 9.75 % on the sum of USD \$ 11,527.56 from the date hereof to the date of payment.
- (e) Costs
- (f) Attorneys costs
- (g) Any other or further relief as this Honourable Court deems just.

Dated this *5<sup>th</sup>* day of April, 2007.



---

**FRANCOISE MINZETT**

  
**BROOKS & BROOKS**  
**Attorneys-at-Law for the Plaintiff**

If within the time limited for returning the Acknowledgement of Service the Defendant pays the total amount claimed plus interest and costs, further proceedings will be stayed. The money must be paid to the Plaintiff or her attorneys.

THIS WRIT OF SUMMONS is filed by Brooks & Brooks for the Plaintiff whose address for service is One Artillery Court, Shedden Road, George Town, Grand Cayman.

**IN THE GRAND COURT OF THE CAYMAN ISLANDS  
HOLDEN AT GEORGE TOWN**

**CAUSE NO.**                      of 2007

**BETWEEN                      FRANCOISE MINZETT                      PLAINTIFF**

**AND                              EDGAR WEBB                              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 judgement being entered against a Defendant whereby he may  
have to pay the costs of applying to set it aside.

---

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 the proceedings or otherwise  
       participate in the proceedings ( tick the appropriate box).

..... yes

.... no

---

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 judgement entered by the Plaintiff.

Service of the Writ of Summons is acknowledged accordingly.

---

**DEFENDANT**

---

**DEFENDANT'S ATTORNEY**

Dated this                      day of                      2007.

### 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 personally 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 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 his 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.

**NOTES ON ADDRESS FOR SERVICE**

Attorney: Where the Respondent is represented by an Attorney, state the Attorney's place of business in the Cayman Islands. A Respondent may not act by a foreign Attorney.

Respondent in person: Where the Respondent 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.

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

**Brooks & Brooks  
Attorneys-at-Law  
One Artillery Court  
Shedden Road  
George Town  
Grand Cayman  
British West Indies**

**Tel.: (345) 949 9377**

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