

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CIVIL DIVISION

CAUSE No. 193 of 2019

BETWEEN:

MITCHELL GROUP LIMITED

Plaintiff

-AND-

(1) ALVIN PARSONS

(2) BELKIS SOLER

Defendants



WRIT OF SUMMONS

TO: (1) ALVIN PARSONS  
104 Mount Pleasant Road  
West Bay  
PO Box 1659  
Grand Cayman KY1-1109  
CAYMAN ISLANDS

(2) BELKIS SOLER  
104 Mount Pleasant Road  
West Bay  
PO Box 1659  
Grand Cayman KY1-1109  
CAYMAN ISLANDS



**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 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 495G, George Town, Grand Cayman, the accompanying Acknowledgment of Service 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 19<sup>th</sup> day of November 2019.

**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.

### **GENERAL INDORSEMENT**

The Plaintiff's claim is for:

- (1) Damages and loss arising out of a breach of contract full particulars of which are set out in the appended Statement of Claim.
- (2) Interest thereon pursuant to the Judicature Law (2013 Revision) and the Grand Court Rules (1995 Revision) and
- (3) Costs

Dated this 19<sup>th</sup> day of November 2019



A handwritten signature in blue ink, appearing to read 'R. Brady', is written above a horizontal line.

**BRADY**  
**Attorneys-at-law for the Plaintiff**

This Writ was issued by Brady, Attorneys-at-Law for the Plaintiff and whose address for service is B5-6, Crown Square, Eastern Ave, George Town, P.O. Box 11740 APO, Grand Cayman KY1-1009

**IN THE GRAND COURT OF THE CAYMAN ISLANDS**

**CIVIL DIVISION**

**CAUSE No.                      of 2019**

**BETWEEN:**

**MITCHELL GROUP LIMITED**

**Plaintiff**

**-AND-**

**(1) ALVIN PARSONS**

**(2) BELKIS SOLER**

**Defendants**

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**STATEMENT OF CLAIM**

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1. The Plaintiff is a limited company incorporated in the Cayman Islands and the owner of the entire share capital of Sans Pareil (Cayman) Limited which company in turn trades as 'Sans Pareil Beauty & Spa' (the 'business') from premises at 208 Alissta Towers, North Sound Road, Grand Cayman.
2. On 31<sup>st</sup> July 2019 the Defendants entered into two written agreements with the Plaintiff namely a Share & Asset Purchase Agreement (the 'Purchase Agreement') and a 'Side Agreement'. By their signatures they respectively agreed to be bound by the terms of those agreements.
3. The Plaintiff will refer to each of the said agreements for its full terms, meaning and effect as may be necessary.
4. Pursuant to the said agreements the Plaintiff handed over control and the running of the business to the Defendants commencing 1<sup>st</sup> August 2019.
5. The Defendants have paid the total sum of CI\$6,000 to the Plaintiff to date being the sum of CI\$2,000 received on 8<sup>th</sup> August 2019 as part discharge of an instalment payment under the Purchase Agreement

THIS Statement of Claim is filed by Brady, Attorneys-at-Law to the Plaintiff and whose address for service is B5-6 Crown Square, Eastern Avenue, George Town, Grand Cayman, Cayman Islands.

and two payments totalling CI\$4,000 under the Side Agreement toward the rental costs of the aforesaid business premises such sums paid on 1<sup>st</sup> August 2019 (CI\$2,000) and 11<sup>th</sup> September 2019 (CI\$2,000).

6. Wrongfully and breach of contract the Defendants are in default of payments due under the said agreements.

#### PARTICULARS OF BREACH

The Defendants,

- a. Contrary to clause 4.2(a) of the Purchase Agreement failed to pay the balance of CI\$8,000 from the instalment of CI\$10,000 due on or before 15<sup>th</sup> August 2019;
  - b. Contrary to clause 4.2(b) of the Purchase Agreement failed to pay the instalment of CI\$5,000 due on or before 15<sup>th</sup> September 2019;
  - c. Contrary to clause 4.2(c) of the Purchase Agreement failed to pay the instalment of CI\$5,000 due on or before 15<sup>th</sup> October 2019;
  - d. Contrary to clause 4.2(d) of the Purchase Agreement failed to pay the instalment of CI\$5,000 due on or before 15<sup>th</sup> November 2019;
  - e. Contrary to clause 3.1 of the Side Agreement failed to discharge the expenses of the business by way of rental sums due for October 2019 and November 2019 amounting to CI\$4,000 for the two months;
  - f. Contrary to clause 3.1 of the Side Agreement failed to discharge the expenses of the business by way of utility bills in the sum of CI\$1,580.76 comprising,
    - i. CI\$593.33 by way of C&W overdue bills for telephone and or internet services, and
    - ii. CI\$153.62 by way of Cayman Water utility overdue bills, and
    - iii. CI\$833.81 by way of CUC overdue electricity bills and charges the CUC account was terminated on or about 30<sup>th</sup> September 2019 and the Plaintiff's deposit applied to discharge the sums due.
7. In September 2019 on a date not known precisely to the Plaintiff the Defendants stopped running the business and shuttered the business premises thereby closing the business to customers.
  8. The Plaintiff has written to the Defendant demanding payment and the Defendants have failed to make payment in discharge of their debts as set out above.
  9. By their conduct as set out above the Defendants have evinced an intention to no longer be bound by the said agreements and have repudiated the same.

THIS Statement of Claim is filed by Brady, Attorneys-at-Law to the Plaintiff and whose address for service is B5-6 Crown Square, Eastern Avenue, George Town, Grand Cayman, Cayman Islands.

10. As it is entitled to do the Plaintiff has accepted the Defendants repudiation.
11. By reason of the matters aforesaid the Plaintiff has lost the benefit of the agreements and lost the revenue or receipts it would otherwise have had under the said agreements and has thereby suffered loss and damage.

PARTICULARS

- a. The remainder of the sums due under clause 4.2 of the Purchase Agreement being CI\$5,000 due on or before 15<sup>th</sup> December 2019 and CI\$5,000 due on or before 15<sup>th</sup> January 2020;
  - b. Unpaid future rents due for the business premises which would have been paid by the Defendants under clause 3.1 of the Side Agreement. For the avoidance of doubt the Plaintiff has sought to terminate the lease for the said business premises to mitigate its loss and such loss shall cease as at the date the lease is formally terminated by the landlord;
  - c. Loss and damage to fixtures and fittings in the business premises and or the costs associated with termination of the said lease of the business premises such loss and damage and costs to be quantified or assessed;
  - d. Loss and damage arising from the closure of the business as a going concern in the hands of the Defendants, such loss and damage to be assessed.
12. Further the Plaintiff is entitled to and seeks interest pursuant to section 34 Judicature Law (2013 Revision) on the liquidated sums now due under paragraph 6 as above at the prescribed rate of 2.375% per annum amounting to CI\$95.68 to date and continuing at the daily rate of CI\$1.86 until judgment or sooner payment.
  13. For the avoidance of doubt interest to date is calculated as follows,
    - a. Under paragraph 6(a) above from 15<sup>th</sup> August 2019 to date at CI\$0.52 per day for 97 days;
    - b. Under paragraph 6(b) above from 15<sup>th</sup> September 2019 to date at CI\$0.33 per day for 66 days;
    - c. Under paragraph 6(c) above from 15<sup>th</sup> October 2019 to date at CI\$0.33 per day for 36 days;
    - d. Under paragraph 6(d) above from 15<sup>th</sup> November 2019 to date at CI\$0.33 per day for 5 days;

- e. Under paragraph 6(e) above from 1<sup>st</sup> November 2019 to date at CI\$0.26 per day for 18 days;
- f. Under paragraph 6(e) above from 30<sup>th</sup> September 2019 to date at CI\$0.10 per day for 51 days.

14. Further the Plaintiff will seek interest on the damages or loss to be assessed at such rate and for such time and the Honourable Court shall deem fit.

AND the Plaintiff claims:

- A. Liquidated damages or loss pursuant to paragraphs 6(a) to (f) above in the sum of CI\$28,580.76; and
- B. Loss and damage to be assessed pursuant to paragraph 11 above; and
- C. Interest as aforesaid amounting to CI\$95.68 to date and continuing at the daily rate of CI\$1.86 until judgment or sooner payment; and
- D. Such further or other relief as the Honourable Court may consider just.

Dated 19<sup>th</sup> November 2019



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**Brady, Attorneys-at-Law**

Attorneys for the Plaintiff

To:

The Defendants

And to,

The Honourable Court

THIS Statement of Claim is filed by Brady, Attorneys-at-Law to the Plaintiff and whose address for service is B5-6 Crown Square, Eastern Avenue, George Town, Grand Cayman, Cayman Islands.

**Acknowledgement of service of writ of summons (0.12, r.3)**

**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, P.O. Box 495G, 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, that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgment, 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 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 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.**

**of 2019**

**BETWEEN:**

**MITCHELL GROUP LIMITED**

**Plaintiff**

**-AND-**

**(1) ALVIN PARSONS**

**(2) BELKIS SOLER**

**Defendants**

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**TO: (1) ALVIN PARSONS  
104 Mount Pleasant Road  
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PO Box 1659  
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CAYMAN ISLANDS**

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CAYMAN ISLANDS**

**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 box)

yes

no

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Service of the Writ is acknowledged accordingly

(Signed).....

Defendant/Attorney for the defendant

**Please complete overleaf**

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

Brady, Attorneys-at-Law  
Building B5-6, Crown Square  
Eastern Ave, George Town  
PO Box 11740 APO  
Grand Cayman, KY1-1009  
T: +1 (345) 743-3207

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