



D COURT OF THE CAYMAN ISLANDS

IN

Cause No. of 2023

LISA BUTZ

PLAINTIFF

AND

MARSHA NICOLE THOMPSON NOBLE

DEFENDANT

WRIT OF SUMMONS

TO: Marsha Nicole Thompson Noble
14 Summit Crescent
Red Bay
Grand Cayman
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 495, 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 20 day of February 2023

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.

The Parties

1. The Plaintiff is Lisa Butz. Apt 6, 11 Parsons Circle, South Church Street Court, Grand Cayman, PO Box 85 George Town, Caymanian.
2. The Defendant is Marsha Nicole Thompson Noble, 14 Summit Crescent, Red Bay, Grand Cayman, PO Box 11144 APO Grand Cayman KY1 1008, Permanent Resident.

The Loan Agreement

3. To assist the Defendant with a house purchase, on or around 23rd May 2006, and to assist the Defendant further in respect of a family issue, the Plaintiff agreed to lend, and the Defendant agreed to borrow, the sum of CI\$35,000 (the "Loan Agreement").

Terms of the Loan Agreement

4. The terms of the Loan Agreement were as follows:
 - a. The money was borrowed on an interest free basis, as a gesture of goodwill, as the Plaintiff was friends with the Defendant.
 - b. The Loan would be repaid by the Defendant to the Plaintiff by way of monthly payments.

Plaintiff's Performance of the Loan Agreement

5. In performance of the Loan Agreement, the Plaintiff paid the Defendant CI\$35,000 in two separate payments from her First Caribbean Bank Account/ First Caribbean Charge Deposit Account (the "Plaintiff's Bank Account") to the Defendant's bank account.

Defendant's Failure to Pay and Breach of the Loan Agreement

6. In partial performance of the Loan Agreement, the Defendant began making payments of CI\$300 per month by way of bank transfer into the Plaintiff's Bank Account.
7. The Defendant breached the Loan Agreement in March 2018 and ceased making payments.
8. In June, July, August, and September 2018, and in 2019 and 2020, the Plaintiff contacted the Defendant repeatedly by WhatsApp demanding that the Defendant recommence making monthly payments and clear the arrears, but the Plaintiff's demands were either ignored or met with promises from the Defendant that she would recommence monthly payments, but this did not happen.
9. In breach of the Loan Agreement, between March 2018 and 2 May 2021, the Defendant failed to make any payments to the Plaintiff (the "Repudiatory Breach").

Termination of Loan Agreement and Loss and Damage

10. As a result of the Repudiatory Breach of the Loan Agreement, the Plaintiff has suffered loss and damage in the sum of the outstanding balance of the Loan of CI\$23,000
11. Accordingly, on 2 May 2021, the Plaintiff contacted the Defendant via WhatsApp and notified the Defendant that the Plaintiff was terminating the Loan Agreement with immediate effect in reliance on the Repudiatory Breach of the Loan Agreement, by failing to repay the Loan by way of monthly payments and demanded that the Defendant pay the loss and damages suffered by the Plaintiff, being the outstanding balance of the Loan of CI\$ 23,000.
12. Since that demand, the Defendant made one payment of CI\$ 500 to the Plaintiff on 31 May 2021, reducing the loan balance to CI\$ 22,500.

Particulars of Loss

13. In the circumstances the Plaintiff is entitled to and claims forthwith the sum of CI\$ 22,500.

Interest

14. Further, the Plaintiff claims interest on the sum unpaid pursuant to section 34 of the Judicature Act at the rate of 2.375% from 2 May 2021 to 18 November 2022 (660 days) of CI\$ 963.60 and continuing at the daily rate of CI\$ 1.46 until judgment or earlier payment.

Pre-Action Conduct

15. McGrath Tonner, on behalf of the Plaintiff, sent a letter before action to the Defendant on 9th August 2022 demanding payment of CI\$ 22,500 in full within 14 days, but this letter was ignored by the Defendant.

AND THE PLAINTIFF claims:

- (a) Damages of CI\$ 22,500,
- (b) Interest on damages
- (c) Costs
- (d) Such further or other relief

McGrath Tonner

McGrath Tonner

Attorneys for the Plaintiff

To the Clerk of the Court

And to: The Defendant

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 495, 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

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 2022

BETWEEN:

LISA BUTZ

PLAINTIFF

AND

MARSHA NICOLE THOMPSON NOBLE

DEFENDANT

**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.

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 (tick 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 judgment entered by the Plaintiff (tick box)

yes

no

Service of the Writ is acknowledged accordingly

(Signed).....

Attorney for

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.

McGrath Tonner
5th Floor Genesis Building
Genesis Close
PO Box 446
George Town
Grand Cayman
Ref. 14000-001

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

[Empty box for defendant's attorney indorsement]