



GRAND COURT OF THE CAYMAN ISLANDS

ORDER OF AN APPLICATION TO BE REGISTERED PURSUANT TO THE REGISTERED LAND LAW AND REGISTERED LAND RULES

CAUSE NO: OF 2024

BETWEEN LUISA DIANA MRIZANDA ONEIL PLAINTIFF

AND OLGA NARANJO DEFENDANT

WRIT OF SUMMONS

TO: Olga Naranjo of 37 Cinder Lane, Block 4C, Parcel 345 PO Box 97H, West 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 **28 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 30 day of April 2024.

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.

This **AFFIDAVIT** was filed by the **PLAINTIFF**, whose address for service is: 29 Thistle Lane, PO Box 30794, West Bay, Grand Cayman KY1-1204, Cayman Islands. EMAIL:

IMPORTANT

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

This **AFFIDAVIT** was filed by the **PLAINTIFF**, whose address for service is: 29 Thistle Lane,
PO Box 30794, West Bay, Grand Cayman KY1-1204, Cayman Islands. EMAIL:

STATEMENT OF CLAIM

1. The Plaintiff purchased a parcel of land at Block 4C, Parcel 72 in the Cayman Islands (the "**Parcel of Land**") in February 2020.
2. In order to purchase the Parcel of Land, the Plaintiff applied for a loan with a bank in the Cayman Islands and the bank required the Parcel of Land to have a registered vehicular right of way with the Cayman Islands Land Registry (the "**VROW**"), prior to the closing on the Parcel of Land.
3. The Defendant owned the land next to the Parcel of Land, at Block 4C, Parcel 345, and she agreed to sign off on the grant of easement in place for the VROW, prior to closing (the "**Grant of Easement**").
4. In consideration for VROW under the Grant of Easement, the Defendant agreed to transfer 22-foot of her land to the Plaintiff for an equal exchange of square footage of the Parcel of Land (the "**Land Exchange**").
5. The Defendant voluntarily signed an explicit consent letter to reflect the VROW and the Land Exchange she made with the Plaintiff (the "**Land Exchange Contract**").
6. The Grant of Easement was registered with the Land Registry in December 2019, along with the wet-ink hard copy of the Land Exchange Contract and an Exhibit of the survey boundary and shortly thereafter the Plaintiff closed on the Parcel of Land in February 2020.
7. However, the Land Exchange could not be officially re-parcelled with the Lands Registry until after the closing, when the Plaintiff's name was registered with the Land Registry on the land register for the Parcel of Land.
8. In 2020, the Defendant built a chicken and goat pen on the piece of Land she received in consideration for the VROW and the Plaintiff assumed from the Defendant's actions that

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the she clearly understood the Land Exchange Contract that she signed in the Plaintiff's favour.

PARTICULARS OF BREACH OF CONTRACT

9. The defendant breached the Land Exchange Contract as follows:
 - 9.1. In 2022 the Defendant built a structure in the front of her house on the VROW which made it difficult for the Plaintiff to access the Parcel of Land in breach of the Land Exchange Contract;
 - 9.2. On numerous occasions, the Defendant allowed her tenants to park on the already obstructed VROW which made it difficult for the Plaintiff, her contractors or an emergency ambulance to access the Parcel of Land in breach of the Land Exchange Contract; and
 - 9.3. In good faith, the Plaintiff built a temporary construction fence on the already obstructed VROW (of which only 13-foot of the 22-foot VROW was available) to demarcate the boundary agreed upon in the Exhibit of the Land Exchange Contract but the Defendant wrongfully and unfairly destroyed the fence and the official survey boundary marker in breach of the Land Exchange Contract.
10. The Plaintiff seeks to enforce the Land Exchange Contract against the Defendant as she believes that the Defendant failed to have just cause to obstruct the VROW or destroy the fence and the boundary marker as she agreed to the VROW in the Grant of Easement and the Land Exchange in the Land Exchange Contract.

PARTICULARS OF DAMAGES

11. As a result of the aforementioned breaches of contract, the Plaintiff has suffered losses and damages and seeks compensation from the Defendant as follows:
 - 11.1. Payment of materials to build the fence CI\$2,000.00
 - 11.2. General damages for breach of contract TBA


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- 11.3. General damages for negligence TBA
12. Further, the Plaintiff claims interest pursuant to section 34 of the Judicature Act (2021 Revision) (the “Act”) or otherwise as such rate as this Honourable Court deems fit.

AND THE PLAINTIFF claims against the Defendant:

- 12.1. Order to (i) enforce the Land Exchange Contract and (ii) for the re-parcellation in the Exhibit of the Land Exchange Contract to be officially registered with the Cayman Islands Land Registry;
- 12.2. Damages for the loss of salary of CI\$2,000.00 to build the fence incurred by the Plaintiff due to the Defendant's negligence;
- 12.3. Damages resulting from the Defendant's negligence;
- 12.4. Interest pursuant to s. 34 of the Act or alternative interest at such other rate and for such other period as the Court thinks fit;
- 12.5. Legal Costs of CI\$1,000.00;
- 12.6. Costs; and
- 12.7. Further or other relief as this Honourable Court deems fit.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of CI\$2,000.00, fixed legal costs of CI\$1,000.00 and registers the re-parcellation Exhibited in the Land Transfer Contract, then further proceedings will be stayed. The money must be paid to the Plaintiff or her Attorney.


PLAINTIFF

This **AFFIDAVIT** was filed by the **PLAINTIFF**, whose address for service is: 29 Thistle Lane, PO Box 30794, West Bay, Grand Cayman KY1-1204, Cayman Islands. EMAIL:

**DIRECTIONS FOR ACKNOWLEDGEMENT
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.
2. After completion it must be delivered or sent by post to the Law Courts, P.O. Box 495G, George Town, Grand Cayman, Cayman Islands.
3. 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.

4. 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 28 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

IN THE MATTER OF AN APPLICATION TO BE REGISTERED PURSUANT TO THE REGISTERED LAND LAW AND REGISTERED LAND RULES

CAUSE NO: OF 2024

BETWEEN LUISA DIANA MRIZANDA ONEIL PLAINTIFF

AND OLGA NARANJO 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 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)
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)

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.

Luisa ONeil
29 Thistle Lane, PO Box 30794, West Bay
Grand Cayman KY1-1204, Cayman Islands
Email: luisa_oneil@hotmail.com

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]