



In the Grand Court of the Cayman Islands

Cause No. 593 of 2009

In the Matter of **Parcels 126, 196, 200, 201 H1 & 201 H2 of Block 5C of the West Bay Beach South Registration Section (together "the Property")**

BETWEEN: (1) **New England Mortgage Investments Ltd.**
(2) **Westview Limited**

Plaintiffs

AND: **Annalisa Butler**

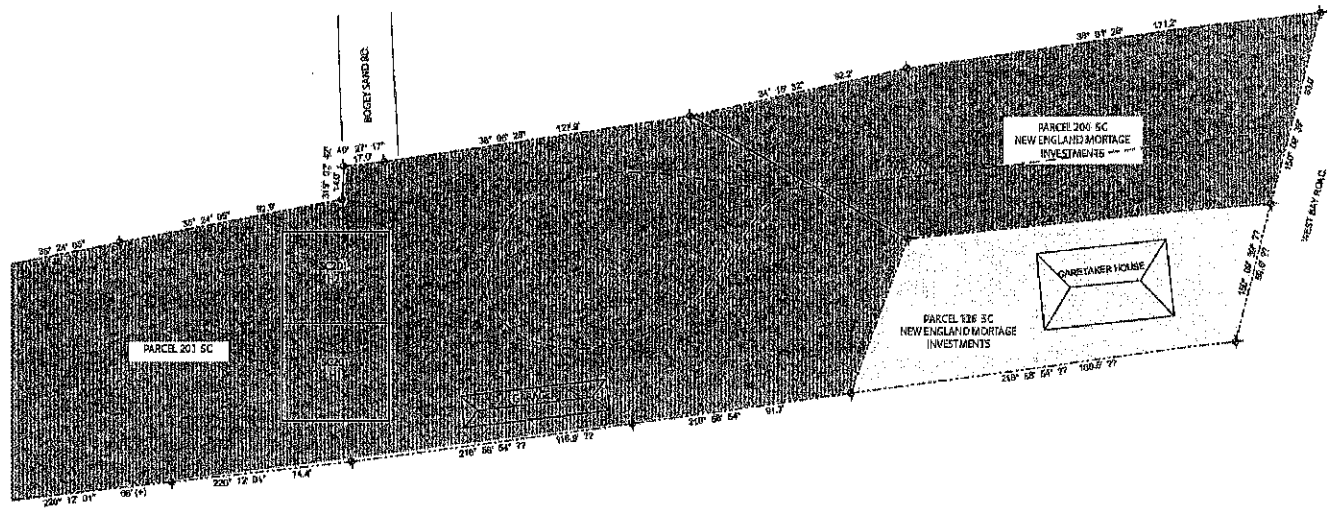
Defendant



STATEMENT OF CLAIM
(Filed pursuant to the Order of the Chief Justice made 11th October 2012)

1. The First and Second Plaintiffs are companies formed under the provisions of the Companies Law.

2. The First Plaintiff owns those parcels of land known as West Bay South 5C 126; 196 and 200. The Second Plaintiff owns two strata lots known as West Bay South 5C 201H1 and 201H2. The configuration of the said parcels of land appears in the plan below. The said parcels of land and the two strata lots shall together be referred to as "the Property". The two said strata lots shall be referred to as "the House". The House is owned by the Second Plaintiff.



3. In or about July 2004 the Plaintiffs granted two licenses to Mr. Brian Butler (“Mr. Butler”) which allowed Mr. Butler to use the Property, the improvements thereon together with any chattels for the license period. The license period was 60 months commencing 1st August 2004. The Plaintiffs shall refer to the Licenses at the trial hereof for their full terms and effect.

4. The licence granted by the First Plaintiff required the Licensee to pay a fee of US\$1,000.00 per month from the 25th month of the License Period. The licence fee payable to the Second Plaintiff by the Licensee was US\$7,000.00 per month commencing on the same date as stated above. The license fees together shall be referred to as the License Fees.

5. Clause 3.1.10 of each of the Licenses required Mr. Butler at the expiry or sooner determination of the Licenses promptly to vacate the Property, leave them clean, tidy and clean of all rubbish, remove all the Licensee's belongings; and return all keys to the Property to the Plaintiffs.

6. Clause 4.1.2 of the Licenses provides: -

This License is personal to the Licensee [Mr. Butler] and does not permit the Licensee to assign, part with or share the benefit of this License or occupation of the premises;

7. In July 2009 Mr. Butler requested an extension of 51 days to the License Period (as that term is defined in the Licenses). The extension was granted in consequence of which the Licenses expired on 21st September 2009.

8. On or before 21st September 2009 Mr. Butler vacated the Property.

9. The Defendant remained in occupation of the House and continued to use the garage for the purpose of storing her car.

10. On 8 October 2009 the Defendant was requested to quit the Property by means of a Notice to Quit served by the Plaintiffs' attorneys-at-law on the Defendant. The said notice required the Defendant to quit the Property on the expiration of seven days after service of the said notice upon her. The said notice was served at the Property on 8th October 2009. The Plaintiffs shall refer to a copy of the said notice at the trial hereof.

11. Notwithstanding service of the said Notice to Quit the Defendant wrongfully continues in possession of the House and contends by her behaviour to wrongfully continue in possession of the Property and has thereby become and is liable for mesne profits in the amount of the License Fees until possession is delivered up.

12. On dates unknown the Defendant caused the electricity to the swimming pool pumps at the House to be disconnected thereby causing the swimming pool to become foul and require resurfacing.

13. The Second Plaintiff arranged for the said swimming pool to be resurfaced and replaced the equipment that had become damaged or been destroyed as a result of the Defendant terminating the electrical supply to the swimming pool.
14. The Defendant again refused to permit electricity to be supplied to the swimming pool with the result that the pool again had to be refinished in May 2012.
15. Further the Second Plaintiff is entitled to and claims interest pursuant to the Judgment Debts (Rates of Interest) Rules 1995 on the amount found due to the Second Plaintiff for the said mean profits at the rates payable as set forth in the Particulars.

PARTICULARS

1. Mesne profits due to the First Plaintiff in respect of the Property US\$1,000.00 per month;
2. Mesne profits due to the Second Plaintiff in respect of the House US\$7,000.00 per month;
3. Costs of refurbishing the swimming pool in March 2011 CI\$2,368.40;
4. Costs of refurbishing the swimming pool in May 2012 CI\$2,915.00;
5. Interest on the aforesaid sums pursuant to the Judgment Debts (Rates of Interest) Rules 2008 from 21st September 2009 until 31st October 2010 at 5%;
6. Interest on the amounts claimed at paragraphs 1 – 4 of the Particulars pursuant to the Judgment Debts (Rates of Interest) Rules 2010 from 1st November 2010 until the date of payment at 2 3/8%.

AND THE PLAINTIFFS CLAIM

1. Possession of the House and Property;
2. Mesne profits in respect of the House and Property from 2nd September 2009 at the said rate of US\$8,000.00 per month until possession is delivered up;
3. CI\$5,283.40 being the costs of refurbishing the pool;
4. Interest at the rates claimed under paragraphs 5 and 6 of the Particulars in respect of the abovementioned sums;
5. Costs;
6. Such further or other relief as this Honorable Court deems appropriate.

Dated the 19th day of October 2012.

Giglioli & Co

GIGLIOLI & COMPANY
Attorneys-at-Law to the Plaintiffs