

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: *60073* OF 2014

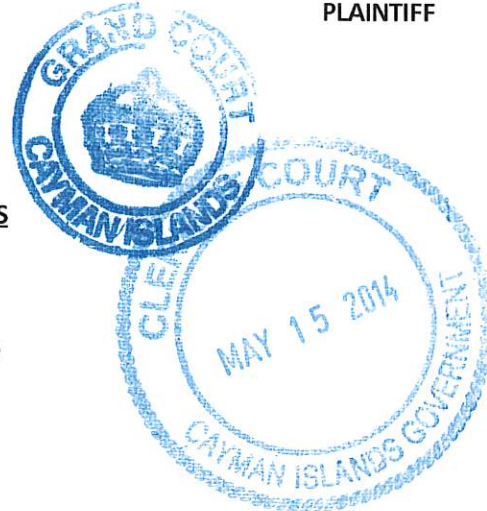
BETWEEN: BODWIN INVESTMENTS LTD.

PLAINTIFF

AND: LUKE McCOY

WRIT OF SUMMONS

TO: Luke McCoy  
OF: Building A, Units 3, 5 and 6, Cayman Centre  
PO Box 1800  
Owen Roberts Drive  
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 495, George Town, Grand Cayman KY1-1106, 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: 15 May 2014.

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.

**THIS WRIT** is issued by Campbells, attorneys for the Plaintiff, whose address for service is Floor 4 Willow House, Cricket Square, George Town, Grand Cayman (Ref: JRM/KAH/12940-22050)

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: OF 2014

BETWEEN: BODWIN INVESTMENTS LTD.

PLAINTIFF

AND: LUKE McCOY

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STATEMENT OF CLAIM

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- 1 The Plaintiff (the "Landlord") is the owner of a commercial property at George Town East, Block 20B Parcel 118, known as The Cayman Centre, situated on Owen Roberts Drive in George Town Grand Cayman.
- 2 The Defendant (the "Tenant") is the lessee of 3 units in Building A of The Cayman Centre, as follows:

2.1 **Unit 3**

The Tenant, trading under the name "Cayman Realty Consultants" entered into a lease dated 30 November 2010 for a period of two years from 1 January 2011, at a monthly rent of CI\$2,500 per month<sup>1</sup> (the "First Lease"). The Tenant also agreed to pay Maintenance Fees (as defined in clause 1.12 of the First Lease) on a monthly basis. The Tenant also signed the First Lease as Guarantor.

The Tenant remains in possession of Unit 3 and is holding over pursuant to section 51(1) of the Registered Land Law (2004 Revision) (the "Law") as a periodic tenant from month to month, on the same terms as the First Lease.

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<sup>1</sup> The rent should have increased annually, but the Landlord agreed to waive the contractual increase.

**THIS STATEMENT OF CLAIM** is filed by Campbells, the Plaintiff, whose address for service is Floor 4 Willow House, Cricket Square, George Town, Grand Cayman (Ref: JRM/KAH/13558-18302)

## 2.2 Units 5 and 6

The Tenant entered into a lease in respect of Unit 5 dated 7 June 2012 for a period of three years from 15 June 2012, at a yearly rent, payable in equal monthly instalments of US\$27,500 per annum, increasing by the rate of the Consumer Price Index (or 5% on each anniversary date (1 June)(the "Second Lease"). The Tenant also signed the Second Lease as Guarantor.

Subsequently, the Tenant entered into possession of Unit 5 (which is conjoined with Unit 6) and both are now used as the premises for a catering business known as "*Mr. Burgers' Snacks & Things*". The Tenant now pays rent and maintenance fees on a monthly basis in respect of both Units jointly in the sum of US\$5,000 and accordingly is a tenant subject to lease in respect of Unit 6 and a periodic tenant from month to month of Unit 5, under section 45(2) of the Law.

3 As at 1 April 2014, the Tenant had fallen into arrears of rent on all the Units as follows:

3.1 Unit 3: US\$20,834.40

3.2 Units 5 and 6: US\$14,989.17

(the "Arrears").

4 By letters dated 22 April 2014, Campbells, for and on behalf of the Landlord, demanded payment of the Arrears, which demand remains unsatisfied.

5 Further rent and maintenance payments of US\$2,976.19 (Unit 3) and US\$5,000 (Units 5 and 6) fell due for payment on 1 May 2014, and will continue to accrue at that rate until payment.

6 Accordingly, the Tenant is currently indebted to the Landlord in the sum of US\$43,799.76.

7 Further, the Plaintiff seeks and is entitled to interest pursuant to Clause 4.24 of the Leases at the rate of 5% above US\$ prime rate, alternatively pursuant to section 34(1) of

**THIS STATEMENT OF CLAIM** is filed by Campbells, the attorneys for the Plaintiff, whose address for service is Floor 4 Willow House, Cricket Square, George Town, Grand Cayman (Ref: JRM/KAH/12940-22050)

the Judicature Law (2013 Revision) alternatively at such rate from such date and on such amounts as this honourable Court thinks fit.

**AND THE PLAINTIFF** claims:

- (1) US\$43,799.76 and continuing at the monthly rate of US\$7,976.19 until payment
- (2) Interest pursuant to Clause 4.24 of the Leases until judgment or sooner payment alternatively pursuant to section 34(1) of the Judicature Law (2013 Revision) at such rate from such date and on such amount as this honourable court thinks fit to be assessed.
- (3) Costs; and
- (4) Such further and/or other relief as this Honourable Court deems appropriate.



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**CAMPBELLS**

Dated: 15 May 2014

Filed: ... May 2014

**THIS STATEMENT OF CLAIM** is filed by Campbells, the attorneys for the Plaintiff, whose address for service is Floor 4 Willow House, Cricket Square, George Town, Grand Cayman (Ref: JRM/KAH/12940-22050)

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: **G-0073** OF 2014

BETWEEN: **BODWIN INVESTMENTS LTD.**

PLAINTIFF

AND: **LUKE McCOY**

**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.

LUKE McCOY

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.

Campbells  
Floor 4 Willow House  
Cricket Square  
PO Box 884  
George Town  
Grand Cayman KY1-1103  
(Ref: JRM/KAH/12940-22050)

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]

**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.

SCHEDULE - INTEREST CALCULATION

[tbc]