

IN THE GRAND COURT OF THE CAYMAN ISLANDS

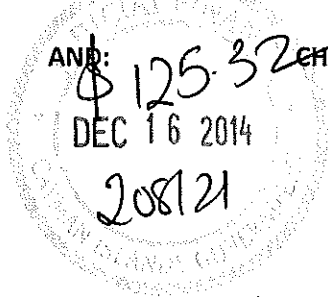
CAUSE NO: **G0274** OF 2014

BETWEEN: **JOINT HOLDINGS LTD**

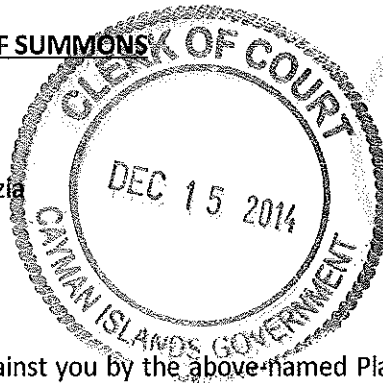
**PLAINTIFF**

AND: **CHRISTOPHER DURRANT t/a REAL WOOD CABINETS**

**DEFENDANT**



WRIT OF SUMMONS



TO: Christopher Durrant  
OF: Building B, Unit 13, Plaza Venezia  
PO Box 996  
Grand Cayman KY1-1102  
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 December 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: JOINT HOLDINGS LTD PLAINTIFF

AND: CHRISTOPHER DURRANT t/a REAL WOOD CABINETS DEFENDANT

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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 Central, Block 14C Parcel 338, known as Plaza Venezia, situated on North Sound Road in George Town Grand Cayman.

2 The Defendant (the "Tenant") is the lessee of Unit 14 in Building B of Plaza Venezia (the "Unit") as follows:

2.1 The Tenant, trading under the name "Real Wood Cabinets" entered into a lease dated 1 December 2008 for a period of three years from 1 December 2008, at a monthly rent of US\$2,489.66 (the "Lease")<sup>1</sup>. The Tenant also agreed to pay Maintenance Fees (as defined in clause 1.11 of the Lease) on a monthly basis.

2.2 The Tenant remains in possession of Unit 14 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 Lease, save that the rent has been reduced to the sum of CI\$1,800.00 per calendar month; alternatively the Tenant had the benefit of a periodic tenancy in accordance with section 45 of the Law.

<sup>1</sup> The Lease misdescribed the Unit as no. 13, but it was in fact no. 14.

- 3 As at 1 November 2014, the Tenant had fallen into arrears of rent in the sum of CI\$22,532.00 (the "Arrears").
- 4 By a letter dated 4 November 2014 (the "Letter before Action"), Campbells, for and on behalf of the Landlord, demanded payment of the Arrears, which demand remains unsatisfied.
- 5 By a letter dated 1 December 2014, Campbells, for and on behalf of the Landlord, terminated the tenancy and sought the Tenant's agreement to vacate voluntarily by 5 December 2014, which the Tenant has failed to do.
- 6 Mesne profits are accruing at the rate of CI\$59.17 per day from 1 December 2014.
- 7 Further, the Plaintiff seeks and is entitled to interest pursuant to Clause 4.24 of Leases at the rate of 5% above US\$ dollar prime rate, alternatively pursuant to section 34(1) of 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) CI\$22,532.00.
- (2) Mesne Profits at the rate of CI\$59.17 per day until possession is obtained.
- (3) 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.
- (4) A declaration that the tenancy has been terminated on 1 December 2014;

- (5) An order for immediate vacant possession of the Unit;
- (6) Costs; and
- (7) Such further and/or other relief as this Honourable Court deems appropriate.

*Campbells*  
\_\_\_\_\_  
CAMPBELLS

Dated: 15 December 2014

Filed: ....December 2014

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: OF 2014

BETWEEN: JOINT HOLDINGS LTD PLAINTIFF

AND: CHRISTOPHER DURRANT t/a REAL WOOD CABINETS 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.

CHRISTOPHER DURRANT

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/12940-22776)

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.