

IN THE GRAND COURT OF THE CAYMAN ISLANDS



CASE NO: 282145 OF 2015

BETWEEN:

MRS GAY WELCOME

PLAINTIFF

-v-

MR FABIAN REECE

FIRST DEFENDANT

AND:



MRS MARY REECE

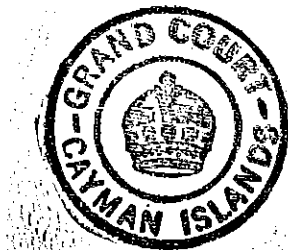
SECOND DEFENDANT

WRIT OF SUMMONS

TO:

Fabian Reece  
PO Box 70  
Tibbetts Lane  
Northward  
Bodden Town  
KY1-1601

49 Washington Road  
George Town  
Grand Cayman  
Cayman Islands



AND TO:

Mary Reece  
PO Box 70  
Tibbetts Lane  
Northward  
Bodden Town  
KY1-1601

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 this 26<sup>th</sup> day of November 2015.

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.

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**STATEMENT OF CLAIM**

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**Facts**

1. At all material times the Defendants were tenants of the Plaintiff's property located at 49 Washington Avenue, George Town, Grand Cayman.
2. In or around February 1995 the Defendants entered into a periodic tenancy agreement (the "Tenancy Agreement") with the Defendants in relation to commercial property owned by the Plaintiff located at 49 Washington Avenue, George Town, Grand Cayman (the "Property").
3. The salient terms of the Tenancy Agreement were stated in a contract dated in or around February 1995 and stated, *inter alia*:
  - a. That the tenancy was of a periodic nature being terminable by either party giving thirty days written notice.
  - b. The monthly rent was CI\$2,000.00 payable on the first day of each and every month.
  - c. A security deposit of CI\$1,000.00 was to be paid by the Defendants to the Plaintiff which was to be returnable upon the termination of the Tenancy Agreement provided that there was no outstanding debt due or damage relating to the Property.
  - d. The Defendants were to keep the Property, together with the buildings and chattels in tenable repair and to deliver up the same upon termination of the Tenancy Agreement.
  - e. The Property was to be used for the specific purpose of a garage and machine shop.
  - f. The Defendants were to be responsible for all outgoings relating to the Property.
  - g. The Defendants were prohibited from assigning or sub-letting the Tenancy Agreement.
  - h. The Defendants were not to permit or suffer to be done any act which may have resulted in the annoyance, inconvenience, nuisance, damage or disturbance of the Plaintiff or occupiers of neighbouring land or premises.

4. The original signed Tenancy Agreement was lost in Hurricane Ivan but the Defendants and Plaintiff continued to be bound by the Tenancy Agreement and the terms therein as evidenced by the Defendants continued occupation of the Property and, subject to paragraphs 6 to 10 below, the Defendants' payment of the monthly rent and the Plaintiff's continued acceptance of rental payments.
5. Further and/or alternatively the Defendants continued to be bound by the terms of the Tenancy Agreement by virtue of section 51 of the Registered Land Law (2004 Revision).
6. As at 30 April 2013 the Defendants were in arrears of rent in the sum of CI\$30,820.00 for the period January 1999 to April 2013.
7. During the last week of July 2013 the Defendants delivered to the Plaintiff a cheque dated 22 July 2013 in the sum of CI\$30,820.00 which cleared the outstanding rent arrears as at 30 April 2013.
8. Since May 2013 the Defendants have been in continual breach of the Tenancy Agreement by failing to pay the full CI\$2,000.00 per month and/or to pay the CI\$2,000.00 monthly rent at all.
9. The Defendants have refused to pay the outstanding rent arrears.
10. For the avoidance of doubt at no time did the Plaintiff acquiesce, ratify or agree, by action, words or otherwise, the Defendants' continual breach of the Tenancy Agreement.
11. The Plaintiff claims interest pursuant to the section 34 of the Judicature Law (2013) Revision.

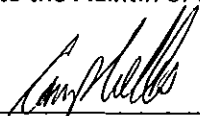
**Loss and Damage**

12. As a result of the Defendant's continual breach of contract the Plaintiff has suffered financial loss in the form of lost rent.
13. As at 26 November 2015 the total loss suffered by the Plaintiff amounts to CI\$26,361.00 but is continuing on a monthly basis due to the Defendants' continued failure to pay the full monthly rent.
14. A schedule of loss is appended to this Statement of Claim.

**AND THE PLAINTIFF claims:**

- A. The debt of CI\$26,361.00;
- B. Interest pursuant to section 34 of the Judicature Law (2013) Revision;
- C. Such other relief as this Honourable Courts sees fit;
- D. Costs.

If, within the time for returning the Acknowledgment of Service, the Defendants pay the total amount claimed of CI\$26,361.00 plus the Plaintiff's costs further proceedings will be stayed. The money must be paid to the Plaintiff or its Attorney.



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CAMPBELLS

26 November 2015

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: OF 2015

**BETWEEN:** MRS GAY WELCOME PLAINTIFF

-v-

MR FABIAN REECE FIRST DEFENDANT

**AND:** MRS MARY REECE SECOND DEFENDANT

**Schedule of Loss**  
(all sums in CI\$)

Month	Rental Charge	PAYMENTS					Arrears	Cumulative Arrears
		Date	Receipt #	Amount Paid	Total Monthly Payment			
5/1/2013	\$2,000.00	May 8, 2013	271	\$ 400.00	\$ 1,300.00	-\$700.00	-\$700.00	
		May 27, 2013	272	\$ 500.00				
		May 29, 2013	274	\$ 400.00				
6/1/2013	\$2,000.00				\$0	-\$2,000.00	-\$2,700.00	
7/1/2013	\$2,000.00				\$0	-\$2,000.00	-\$4,700.00	



3/1/2014	\$2,000.00	March 4, 2014	290	\$	500.00	\$	950.00	-\$1,050.00	-\$13,150.00
		March 15, 2014	291	\$	450.00				
4/1/2014	\$2,000.00	April 1, 2014	292	\$	500.00	\$	1,600.00	-\$400.00	-\$13,550.00
		April 8, 2014	293	\$	500.00				
		April 27, 2014	294	\$	600.00				
5/1/2014	\$2,000.00	May 5, 2014	295	\$	600.00	\$	1,700.00	-\$300.00	-\$13,850.00
		May 17, 2014	296	\$	500.00				
		May 31, 2014	297	\$	600.00				
6/1/2014	\$2,000.00	June 15, 2014	298	\$	500.00	\$	1,000.00	-\$1,000.00	-\$14,850.00
		June 27, 2014	299	\$	500.00				
7/1/2014	\$2,000.00	July 13, 2014	300	\$	500.00	\$	1,000.00	-\$1,000.00	-\$15,850.00
		July 22, 2014	301	\$	500.00				
8/1/2014	\$2,000.00	August 3, 2014	302	\$	500.00	\$	2,000.00	\$0.00	-\$15,850.00
		August 14, 2014	303	\$	500.00				
		August 22, 2014	304	\$	500.00				
		August 31, 2014	305	\$	500.00				
9/1/2014	\$2,000.00	September 14, 2014	306	\$	500.00	\$	950.00	-\$1,050.00	-\$16,900.00
		September 28, 2014	307	\$	450.00				
10/1/2014	\$2,000.00	October 5, 2014	308	\$	600.00	\$	1,600.00	-\$400.00	-\$17,300.00
		October 14, 2014	309	\$	500.00				
		October 24, 2014	310	\$	500.00				





IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: OF 2015

BETWEEN: GAYE WELCOME PLAINTIFF

-v-

FABIAN REECE FIRST DEFENDANT

AND: MARY REECE SECOND DEFENDANT

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**ACKNOWLEDGMENT OF SERVICE  
OF WRIT OF SUMMONS**

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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.

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1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.

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2. State whether the Defendant intends to contest the proceedings (tick appropriate box)

yes  no

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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

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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  
4<sup>th</sup> Floor Willow House  
PO Box 884  
George Town  
Grand Cayman KY1-1103  
Ref: IJD 14750-23362**

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

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

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.