

No. 1
Plaint

\$25.00
MAR - 1 2016
240079

IN THE SUMMARY COURT AT GEORGE TOWN



Cause No. SC 0048 of 2016

BETWEEN:

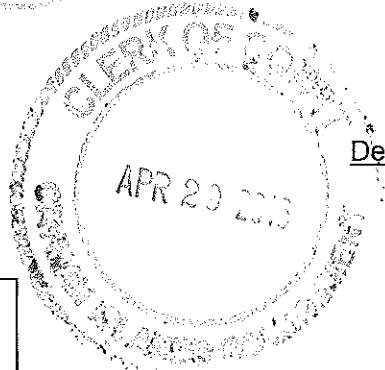
ANDREA LORRAINE MORRIS

Plaintiff

AND:

- ① DANE Campbell
- ② Lionel Campbell
- ③ Margaret Campbell

Defendant



To the Defendant

To 1st Defendant - 200 ELGIN AVE. P.O. BOX 1097
 KY1-1102
 2nd. Defendant - 1st Baptist Church P.O. Box
 3rd Defendant " 16175-G.C.

THIS PLAINT 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 service of this Plaint on you, counting the day of service you must either satisfy the claim or return to the Court Office, PO Box 495GT, George Town, Grand Cayman, the accompanying Acknowledgment of Service form stating therein whether you intend to contest this action. If you intend to defend the action, in whole or in part, you must set out full particulars of your defence in the space provided in the Acknowledgement of Service form.

If you fail to satisfy the claim or fail to return the Acknowledgement of Service form containing full particulars of your defence, the Plaintiff may apply for a default judgment without any further notice to you.

Issued this day of 20

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

(Here set out in numbered paragraphs the grounds upon which the Plaintiff claims that the Defendant is indebted to him or is liable to pay damages to him)

On the ~~22nd~~ 22nd of August 2013, The 1st, 2nd + 3rd. defendant jointly signed a one year lease, rental agreement which commenced from August 1st 2013 on property located on 18 DILL Lane, West Bay which is owned by the Plaintiff. The monthly rental was CI\$ 1200 pm lower than the property should be rented for. On the 25th of November 2013 The 1st defendant advised via email that they will terminate the lease and vacate the property by Dec 1st 2013. The 1st, 2nd, + 3rd defendants are in breach of the 12 month lease AND the Plaintiff claims: as listed on agreement paragraph 5 and 6.

1 The sum of CI\$ 11,693.00

2 Interest in the sum of \$ 50 pm calculated at the prescribed rate from to date. for 24 months for storage of Restaurant items on property.

3 Fixed costs of \$ _____, alternatively costs to be assessed.

Loss of rent Jan 2014 - Aug. 2014 = 9,600.00
O/S Water Bill 170.00
73.00

O/S water bill
Stolen 42 inch TV/stand 400.00
Storage - 1200.00
Legal fees paid 250

CI \$ 11,693.00



Plaintiff's Signature

Plaintiff's address for service

#18 DILL LANE
Off Reverend Blackman Drive.
P.O. Box 1598 KY1-1110
West Bay Grand Cayman

PARTICULARS OF CLAIM

(Here set out in numbered paragraphs the grounds upon which the Plaintiff claims that the Defendant is indebted to him or is liable to pay damages to him)

1. On the 22nd of August 2013, the First Defendant, Second Defendant and Third Defendant, jointly signed a one year rental agreement which commenced from Aug 01st 2013 on the property owned by the Plaintiff located on 18 Dill Lane, off Reverend Blackman Drive for CI\$1200.00 per month ("the lease')
2. On the 25th of November 2013, The First Defendant advised of their decision to terminate the lease and vacate the property by December 31st 2013. The First, Second & Third Defendants are in breach of the lease as listed on the agreement paragraph 5 & 6. *"Either party may terminate this lease prior to expiry by giving (45) days written notice to the other party. However, if the tenant(s) terminates the lease prior to the lease end date as stated above, the tenant(s) may be held responsible for the rent through to the lease end date. Upon the Landlord's execution of a new lease with a new tenant, such rent will be abated as of the subsequent tenant's lease start date..."*
3. The Defendants jointly vacated the premises as indicated on/by December 31st 2013 leaving an unpaid water bill in the amount of CI\$ 170.27 and outstanding CUC bill of CI\$73.77. The First Defendant admitted taking the ILO 42" Plasma Television and TV stand from the property and sold it for \$350.00 and kept the funds because his deposit of CI\$600.00 had been forfeited for the breach of contract.
4. I am seeking to recover rent for the duration of the lease, damages, costs, fees and statutory interest. This has caused loss of rent and arrears with mortgage payments. The property has just been rented December 1st 2015 for the value of CI\$2100.00. The property was significantly reduced due to Defendant's cry of poverty.

Rent for duration of the lease January 2014 to August 2014 @CI\$1200 PM	CI\$9,600.00
Outstanding Water bill	CI\$ 170.00
CUC bill o/s	CI\$ 73.00
Stolen TV	CI\$ 350.00
Storage fee for a period of 24 months @ a rate of \$50.00 per month for various restaurant items that is still stored on property Which they have made no attempt to collect such as: food warmers, shafer pans, Knives, cooking tools and Tables.	CI\$ 1,200.00

Legal Fees paid for letters to Defendants CI\$ 250.00

AND the Plaintiff claims:

1. The sum of CI\$ 11,643.00
2. Interest in the sum of \$ _____ calculated at the prescribed rate from
To date.
3. Fixed costs of CI\$ _____, alternatively costs to be assessed until this matter is
settled.

Plaintiff's Signature

Plaintiff's address for Service
#18 Dill Lane West Bay
Off Reverend Blackman Drive
P.O. Box 1598 KY1 1110
Grand Cayman

No. 2

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

Between:

Plaintiff

AND:

Defendant

ACKNOWLEDGMENT OF SERVICE

1 State Defendant's name and address -

2 State whether the Defendant intends to contest the action.

Yes

No

3 If you do not intend to contest the action, do you want time in which to pay the claim?

Yes

No

4 If you do intend to contest the action, in whole or in part, you must set out full particulars of your defence overleaf.

Service of the Plaintiff is acknowledged accordingly.

Defendant's Signature

Dated this _____ day of _____, 20__

See Overleaf