

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO: SC 0051 OF 2016

BETWEEN:

SOUTH CHURCH HOLDINGS LTD.

PLAINTIFF

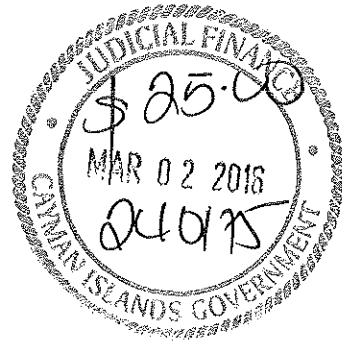
AND:

WENDEL WENDEL

DEFENDANT



PLAINT



TO THE DEFENDANT:

Wendel Wendel
c/o Wendel Construction Ltd.
516 Shedden Road
George Town
Grand Cayman
KY1 1008
Cayman Islands



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 the service of this Complaint on you, counting the day of service, you must either satisfy the claim or return to the Court Office, PO Box 495, George Town, Grand Cayman, KY1-1106 the accompanying Acknowledgement of Service stating therein whether you intend to contest this action. If you intend to defend this 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 to return the Acknowledgement of Service form containing full particulars of your defence, the Plaintiff may apply for a default judgement without further notice to you.

Issued this day of March 2016

IMPORTANT

Directions for Acknowledgement of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. The Plaintiff was at all material times the registered proprietor of Unit 4 at Grand Caymania, George Town, Grand Cayman, Cayman Islands more particularly described as registration Block 14E, Parcel 681, George Town (the "Property").
2. The Defendant was at all material times a resident of the Cayman Islands.
3. By the agreement in writing made on 13 December 2010 between the Plaintiff and the Defendant (the "Lease"), the Plaintiff let to the Defendant the Property for the term of twelve (12) months commencing on and including 1 January 2011 and ending on 31 December 2011. The Defendants entered into possession of the Property on or about 1 January 2011. Thereafter, the Defendant remained in continuous occupation of the property until 28 October 2014 as a tenant holding the land on a periodic tenancy, in accordance with section 51(1) of the Registered Land Law (2004 Revision), on a month to month rental term at the rent of CI\$1,500.00 per calendar month. The Plaintiff will refer to the said Lease at the trial of this action for the full terms and effect thereof.
4. By the said Lease, the Defendants covenanted, *inter alia*, as follows:
 - (i) To pay the rent of CI\$1,500.00 per calendar month payable monthly on the first day of each successive month (the "Rent"); and
 - (ii) To provide formal written notice to the Plaintiff 60 days before vacating the Property in accordance with the terms of the periodic tenancy contemplated by the Lease.
5. On 28 October 2014, the Defendant notified the Plaintiff's agent by email that, as of that date, the Defendant had vacated the Property.

6. The Defendant failed to give the Plaintiff reasonable notice before vacating the Property on 28 October 2014.
7. The Defendant failed to pay the Rent for the three month period prior to vacating the Property on 28 October 2014, in contravention of the covenants of the Lease.

PARTICULARS OF CLAIM

PARTICULARS OF LOSS:

1. Rent due (August, September and October 2014)		CI\$4,500.00
	-	CI\$1,500.00
	(deposit held by the Plaintiff)	
		<u>CI\$3,000.00</u>
2. Payment in lieu of notice		CI\$1,500.00
	Total	<u>CI\$4,500.00</u>

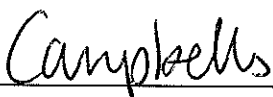
3. Despite numerous demands, the Defendant has failed, refused, and/or neglected to pay to the Plaintiff the remaining sum of Four Thousand Five Hundred Cayman Dollars (CI\$4,500.00) for arrears in rent and payment in lieu of notice.
4. The Plaintiff seeks and is entitled to interest pursuant to section 34 of the Judicature Law (2013 Revision) at the rate of 2.375% as shown in the attached schedule, amounting to CI\$625.80 as at 2 March 2016 and continuing at the daily rate of CI\$1.18 per day until judgment or sooner payment, alternatively at such rate from such date and on such amount as this honourable Court thinks fit.

WHEREFORE AND THE PLAINTIFF CLAIMS:

1. Judgement as against the Defendants in the sum of CI\$4,500.00;
2. Interest pursuant to section 34 of the Judicature Law (2013 Revision) at the rate of 2.375% as shown in the attached schedule, amounting to CI\$625.80 as at 2 March 2016 and continuing at the daily rate of CI\$1.18 per day until judgment or sooner payment, alternatively to be assessed;
3. Costs; and
4. Such further and/or other relief as this Honourable Court deems appropriate.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of CI\$4,500.00 and interest of CI\$625.80 further accruing interest and costs further proceedings will be stayed.

The funds must be paid to the Plaintiff or its Attorney.



CAMPBELLS

2nd March 2016

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO: SC OF 2016

BETWEEN: SOUTH CHURCH HOLDINGS LTD. PLAINTIFF

AND: WENDEL WENDEL DEFENDANT

ACKNOWLEDGEMENT OF SERVICE

1. State Defendant's name and address –

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

yes no

3. If you do not intend to contest the action, do you want time in which to pay the claim? (*tick box*)

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 March 2016

PARTICULARS OF DEFENCE

(Here set out in numbered paragraphs the grounds upon which the Defendant says that he is not liable to the Plaintiff, or is not liable for the full amount claimed).

Defendant's Signature

REMINDER – This form must be taken or sent to the Court Office, PO Box 495 George Town, Grand Cayman within 14 days of receipt otherwise a default judgement may be entered against you.

NOTES ON ADDRESS FOR SERVICE

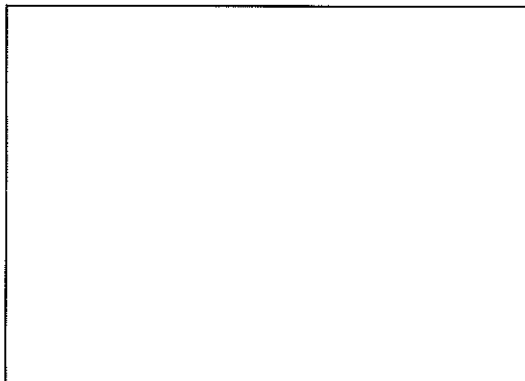
Attorney: where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

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
4th Floor Willow House
PO Box 884
George Town
Grand Cayman KY1-1103
(Ref: MG/JM/15460-24669)

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

1. The accompanying form of ***Acknowledgment of Service*** should be completed by an Attorney acting 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

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.

Rent	1500	2.375%			
Months	3		4500	106.875	53.4375

Nov-14	\$1,500.00	2.375%	\$35.63
Dec-14	\$1,500.00	2.375%	\$35.63
Jan-15	\$1,500.00	2.375%	\$35.63
Feb-15	\$1,500.00	2.375%	\$35.63
Mar-15	\$1,500.00	2.375%	\$35.63
Apr-15	\$1,500.00	2.375%	\$35.63
May-15	\$1,500.00	2.375%	\$35.63
Jun-15	\$1,500.00	2.375%	\$35.63
Jul-15	\$1,500.00	2.375%	\$35.63
Aug-15	\$1,500.00	2.375%	\$35.63
Sep-15	\$1,500.00	2.375%	\$35.63
Oct-15	\$1,500.00	2.375%	\$35.63
Nov-15	\$1,500.00	2.375%	\$35.63
Dec-15	\$1,500.00	2.375%	\$35.63
Jan-16	\$1,500.00	2.375%	\$35.63
Feb-16	\$1,500.00	2.375%	\$35.63
			\$570.00

1-2 Mar-16	\$1.18/day	\$2.36
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Rent	53.44
Since Nov 2014	572.36
TOTAL	625.8