

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CIVIL DIVISION

CAUSE NO. SC0065 OF 2016

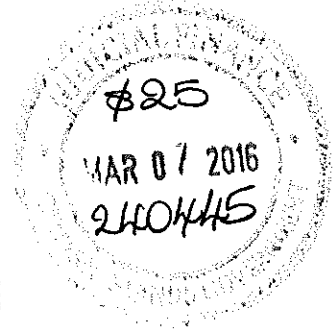
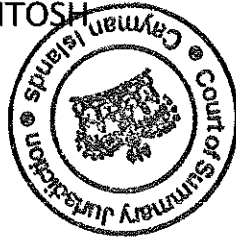
BETWEEN: DAVID A. GUILFOYLE

PLAINTIFF

AND: ELIZABETH MCINTOSH

DEFENDANT

To The Defendant:  
Elizabeth McIntosh  
George Town, Grand Cayman



**THIS PLAINT** has been issued against you by the above-named Plaintiff in respect of the claim set out 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 495 GT, George Town, Grand Cayman, the accompanying Acknowledgement 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 defense** 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 defense, the Plaintiff may apply for a **default judgment** without any further notice to you.

Issued this *7<sup>th</sup>* day of *March* 2016

**See overleaf for particulars of the Plaintiff's claim**

**PARTICULARS OF CLAIM**

1. The Plaintiff is the owner / landlord of apartment #1 343/351 Marina Drive.
2. The Plaintiff and the Defendant entered into a lease agreement dated 7<sup>th</sup> January, 2016 and signed on the 7<sup>th</sup> day of January, 2016.
3. The said lease stated that the Defendant would pay the Plaintiff CI \$800.00 on the 1<sup>st</sup> day of February 2016 along with a penalty of CI\$75.00 on any rent payments outstanding after the 3<sup>rd</sup> of the month due.
4. The Plaintiff and the Defendant also entered into a Promissory Note dated 7<sup>th</sup> January, 2016 and signed on the 7<sup>th</sup> day and 15<sup>th</sup> day of January, 2016; the promissory note was to assist the Defendant in paying the security deposit.
5. The said promissory note stated CI\$280.00 was due payable on the 1<sup>st</sup> February, 2016 and late payments made after the due date will earn a penalty of CI\$5.00 per day.
6. By reason of the said breach the Plaintiff has suffered loss of not only the loss of the funds due and payable but the said apartment remains unrented.

**And The Plaintiff Claims Against The Defendant:**

1. The rent amount of CI\$800.00
2. Principal payment on promissory note of CI\$280.00
3. Late fee for nonpayment of rent CI\$75.00
4. Late fee of CI\$5.00 per day on promissory note (12 days) CI\$60.00
5. Filing and Bailiff Fees.



Signed: David A. Guilfoyle

To: The Defendant

George Town, Grand Cayman

**THIS PLAINT** was filed by David A. Guilfoyle whose address is PO Box 10057, Grand Cayman. Cayman Islands KY1-1001.

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CIVIL DIVISION  
2016

CAUSE NO. SC 0055 OF 2016

BETWEEN: DAVID A. GUILFOYLE

PLAINTIFF

AND: ELIZABETH MCINTOSH

DEFENDANT

**ACKNOWLEDGEMENT OF SERVICE**

1. State Defendants name and address  
**Elizabeth McIntosh**  
**George Town, Grand Cayman**

2. State whether the Defendants intends to contest the action.

Yes

No

3. If you do not intend to contest the action, in whole or in part, you must set out full particulars of your defence overleaf.

Yes

No

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

Service of the Plaintiff is acknowledged accordingly.

.....  
**Defendants Signature**

Dated this                      day of                      201

**See Overleaf**

**PARTICULARS OF DEFENCE**

(Here set out in numbered paragraphs the grounds upon which the Defendants says that they are not liable to the Plaintiff, or are not liable for the full amount claimed)

.....  
Defendants Signature

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