

No.1

Plaint



IN THE SUMMARY COURT AT GEORGE TOWN

Cause NO.SC 0084 of 2016

Between:

Harold G. Davis

Plaintiff

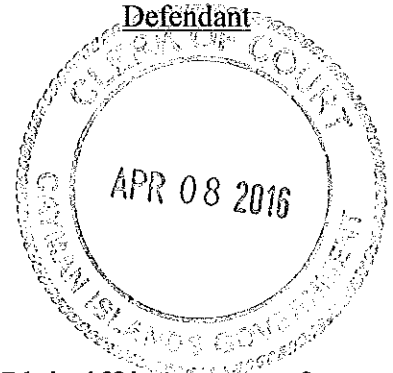
AND:

Paulin VanderGrinten

Defendant

To the Defendant:

40 Lake Forest Way, Unit 1
George Town, Grand Cayman KY1-1503
P.O. Box 994
1-345-329-1334



This Plaintiff has been issued against you by the above—named Plaintiff in respect of the claims set out on the next page.

Within 14 Days after service of this Plaintiff on you, counting the day of service, as you must either satisfy the claims 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 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 without any further notice to you.

Issued this 08 day of April, 2016

See overleaf for particulars of the Plaintiff's claims.

PARTICULARS OF CLAIMS

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

The Plaintiff is Harold Davis who is the individual who entered into a Lease Agreement with the Defendant "ex Landlord" Pauline VanderGrinten pursuant to an agreement which memorandum is in writing and is dated August 8th, 2014. The Agreement is titled " Real Estate Lease" between Pauline A VanderGrinten and Harold and Isabel Davis (Wife of Plaintiff).

1. The Terms of the Agreement are as set out in the Real Estate Lease dated August 8th 2014, from September 1st 2014 to the 31st day of August 2015, Mark (Exhibit HD1)
2. In accordance with the Agreement entered into by the Plaintiff, his wife and the Defendant, rent per month of C\$1,300 was to be paid on the 1st day of each month for the terms of 12 (twelve) months commencing on September 1st 2014; and terminating on August 31, 2015.
3. Please see Exhibit HD2.
4. Contrary to the terms of the agreement the Defendant wrote a one month notice at the end of July 2015 that she would not be Renewing said Contract that was to be terminated on August 31st 2015; and this was with no explanation.
5. The Plaintiff and his wife complied to this notice by the Defendant and thoroughly cleaned and removed everything including his 19ft Zaya boat from the Defendants Property except for the Plaintiffs Black 1996 Lincoln Town Car Limousine Vehicle Identification Number 1LNM81W91W9TY62571, Colour: Black, bought from Mr. Grayson D Mclean License Category Taxi, Limo up to 2,500cc, Seating Capacity 10, Signature of Current Ownership Terminated 11th –Jan-2013 (Plaintiffs Property) that was undergoing significant repairs; and was located on the South Side of the Defendants Property. This particular area of the Defendants Property where the Limousine was parked was in no way an hindrance or unsightly, or in-anyway destruction of the property as it was in front of the Chicken Coop, and was always covered.
6. Through Negotiations, the plaintiff and the Defendant agreed that the Security Deposit of 600.00 due to the balance being worked off by bleaching, washing painting and staining deck be held until Removal of the Limousine (Plaintiffs Property); once the repairs made the Limousine road worthy enough as far as being repaired to be moved as one wheel was missing and the wheel block needed to be welded. The repairs were at

the last stages and just awaiting the welding works. There was constant communication by the Plaintiff to the Defendant regarding his remaining Property.

7. The Defendant wrote a Lease Termination Letter dated October 10th 2015, mailed from Savannah Post office 12th October 2015, Received October 15th 2015 the same dead line date quoting "move it or I will move it" from the Galleria Post Office, West Bay addressed to the Plaintiff and his wife, this letter detailed a request for the removal of the Plaintiffs Property, Limousine, by October 15th, 2015, giving only (3) days' period from time mailed to which was received by the Plaintiff on the 15th October 2015, The Defendant also mention inside her letter, automobile storage fee of CI\$20.00 dollars per day, totaling CI\$900.00 dollars that was not agreed on or in any way in the lease agreement.
8. A Lease Termination Letter is not an Order for the Termination of Property; especially when both parties have knowledge that the Plaintiffs Property was not abandoned; but actually on the final step to finish the setbacks that occurred with the last welding on the wheel block.
9. The actions by the Defendant were purely Retaliatory Damage to the Plaintiffs Property. A letter was sent by the Defendant that she had reassessed any Refunds on the Security Deposit (See Appendix A), and thus there would be no refund; but actually a balance owed.
10. The Plaintiff attempted to communicate with the Defendant to get information; to no avail. He was attempting to know where the Property would be removed to and made steps to work recover his Property. He had checked on his Property on the Defendants Property after the repairmen were on site to finish and had just one small issue to be resolved then saw that his property was not there.
11. The Plaintiff regards this as Retaliatory as he can demonstrate that the Defendant knew that the Limousine (Plaintiffs Property) was of subsequent Value due to the work that was put into upgrading the Limousine to aid in a Business Venture. Please see break down of lost. After Checking with The Department of Environmental Health; and sending a Letter to the Director, Mr. Roydell Carter for information on where the Limousine was relocated to (The norm is at the Dump); the Plaintiff received no follow up from D.E.H.
12. After these in futile attempts, the Plaintiff Approached the Police for information and received confirmation by a P.C. Morgan, that the Limousine was removed on November 13th 2015, police record #0929455.

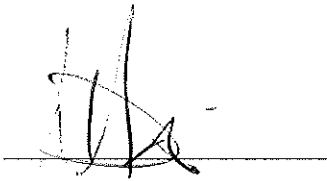
13. The plaintiff then found out that, based on the Defendants Request, to Department of Environmental Health, she requested that the Plaintiffs Property; even knowing it is of significant value to him, crush a newly rebuilt Limousine.
14. The term Crushed means to stamp out, extinguish or overpower. The term Remove means taking away, or abolishing something unwanted. The Plaintiffs Property was not abandoned, or unwanted. He made attempts to rectify the situation but for the Defendant to choose her course of action when there were other options is unconscionable.
15. The Defendant has refused to communicate with the Plaintiff and has not made any payment to the Plaintiff in regards to Damages.
16. I am here by to enforce my Legal Rights and get compensation for the loss of my Property based on the actions of the Defendant, Pauline VanderGrinten. Based on her actions and retaliation actions, my family and I have under gone a lot of hardship. The Limousine was to be used in Taxi, Security and protection Business as I have undergone a Course in Government called PRIDE in 2015 for Limousine and Taxi Services.
17. The Plaintiff now Claims all sums sum pursuant to Section 34(1) of the Judicature Law and Judgment Debts Rate (Rates of Interest) Rules, 1995.

Break Down of Cost:-

Cost of Limousine	CI\$5,000.00
Paint Job and body work/Labor	CI\$3,500.00
Fix Sun roof leak	CI\$150.00
Fix Break Line	CI\$300.00
4 New Tiers	CI\$600.00
Fix and repair A/C Compressor	CI\$350.00
Vacuum A/C	CI\$75.00
Clean Engine	CI\$15.00
Change of Lights	CI\$25.00
Reinstall interior	CI\$2,500.00
Rebuild Computer	CI\$1,500.00
Two new inside Flat screen T.V	CI\$750.00
Inside Florescent Light Replace and Labor	CI\$175.00
New fuses replaced and Labor	\$50.00
Take out air bags and repair welding new Shocks	\$550.00
Cost of Shocks	\$150.00
Champaign Glasses	\$45.00
Two new batteries	\$300.00

And the Plaintiff claims:

1. The sum of CI\$16,035.00
2. Interest Pursuant to the Judicature Law (1995 Revision), at a rate of 2.3/8% from December 2015 until date of issue in the amount calculated at the prescribed and continuing at a daily rate thereafter.
3. Fixed cost of CI\$150 + CI\$35.00 process duty fee, alternatively cost to be assessed.
4. Further and / or other relief that the Honorable Court deems fit.



Plaintiff's Signature

Plaintiff's address for service

Walkers Road
GRAND CAYMAN
923-2570
Cayman Islands

THIS PLAINT was issued by the Plaintiff whose address for service is of the above

No. 2

Acknowledgement of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause NO. SC 6084 of 2016

Between:

HAROLD DAVIS

Plaintiff

AND:

PAULIN VANDERGRINTEN

Defendant

ACKNOWLEDGEMENT OF SERVICE

1. State Defendant's name and address-

40 Lake Forest Way, Unit 1, Crew Rd.
George Town, Grand Cayman
P.O. Box 994
Grand Cayman (1-345) 329-1334

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 part, you must set out full particulars of your defence overleaf.

Service of the Plaintiff is acknowledged accordingly.

Defendant's Signature

Dated the ___ day of _____, 2016

PARTICULARS OF DEFENCE

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

Defendant's Signature

REMINDER-

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

HD EXHIBIT 1

REAL ESTATE LEASE

This Lease Agreement (this "Lease") is dated, August 8th, 2014

By and between:

Pauline A VanderGrinten ("Landlord")

P.O. Box 994

Grand Cayman, KY1-1503

paulinevandergrinten@gmail.com

1-345-329-1334

AND

Harold & Isabel Davis

1-345-923-2570

ALL FIGURES ARE IN CAYMAN ISLANDS CURRENCY.

LEASE/PREMISES: is made on September 1, 2014 between Pauline VanderGrinten (hereinafter known as "The Landlord") and Harold & Isabel Davis, hereinafter called "The Tenant(s)" or the other part in consideration of the lease payments provided in this Lease. Landlord agrees to lease the Tenant a Two Bedroom Apartment (the "Premises") located at: 40 Lake Forest Way, Unit 2, Georgetown, Grand Cayman, CI.

TERMS: This lease term will begin on 1st day of September, 2014 and will terminate on the 31st Day of August 2015.

LEASE PAYMENTS: Monthly rent of CI\$1300.00 will be paid on the 1st day of each month. To hold the Tenant for the term of 12 (twelve) months commencing on September 1, 2014 and terminating on August 31, 2015. Tenant shall pay to the Landlord lease payments of \$1300.00 in Cayman Islands Dollars, payable in advance on the First day of each month. Lease payments shall be made to the Landlord in cash at 40 Lake Forest Way, Unit 3, Georgetown, Grand Cayman, CI or can be transferred to Butterfield Bank acct # 02-201-13048600. NO personal checks.

SECURITY DEPOSIT: In addition to the Tenant at the time of the signing of the Lease, Tenant shall pay to Landlord, in trust, a security deposit of CI\$1300.00 to be held and disbursed for Tenant damages to the Premises or other defaults under this agreement (if any) as provided by law. Security Deposit shall be returned to the Tenant within two weeks after their due departure unless in the circumstance whereby the Tenant is in default under this agreement or has caused damage to

LANDLORD'S INITIALS: PA

TENANT'S INITIALS: HD

REAL ESTATE LEASE

NOTICE: Notice under this lease shall not be deemed valid unless given or served in writing either forward by mail, postage prepaid, addressed to the party at the appropriate address set forth below or in person. Either party may change such addresses from the time to time by provided notice as set for the below. Notices mailed in accordance with these provisions shall be deemed received on the third day after posting.

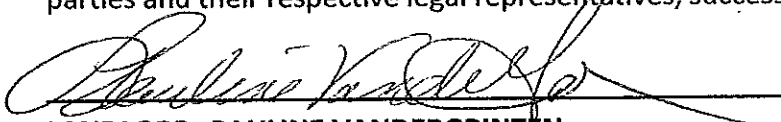
ENTIRE AGREEMENT/ AMENDMENT: This lease contains the entire agreement of the parties and there are no other promises, conditions, understanding or other agreements, whether oral or written, relating to the subject matter of this lease. This lease may be modified or amended in writing, if the parties obligated under the amendment signs amendments.

SEVERABILTIY: If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this lease is invalid or unenforceable, but that by limiting such provision would become valid and enforceable, then such provisions shall be deemed to be written, construed, and enforced as so limited

GOVERNING LAW: This lease shall be construed in accordance the laws of the Cayman Islands.

WAIVER: The failure of either party to enforce any provisions of this lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of the lease.

BINDIDNG EFFECT: The provisions of this lease shall be binding upon and inure to the benefit of parties and their respective legal representatives, successors and assigns.


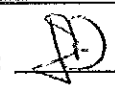

LANDLORD- PAULINE VANDERGRINTEN

9/8/14
DATE

TENANT- _____ DATE

TENANT- _____ DATE

Please attach a copy of each Tenant's identification.

LANDLORD'S INITIALS:  TENANT'S INITIALS: 

HD EXHIBIT HD 2

October 10, 2015

RE: Lease Termination
40 Lake Forest Way, #2
Georgetown, Grand Cayman

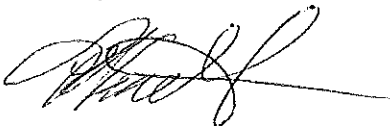
Harold and Isabel Davis,

Your lease for the above aforementioned location had terminated on August 31, 2015. You have failed to remove your automobile from the property. Per our conversation, your security deposit was withheld until removal of the automobile.

Since you have chosen to make no effort in removing your automobile, I have assessed any refund of the security deposit (see Appendix A). Since there will be no refund and you have a balance owed, I will be taking legal action.

You have until October 15, 2015 to remove the automobile. Please make the necessary arrangements to remove it and notify the owner of your presence on private property prior. If you do not remove the vehicle, it will be removed.

Regards,



Pauline VanderGrinten
Owner/Landlord
40 Lake Forest Way
Georgetown, Grand Cayman

1-345-938-7154

HD EXHIBIT 3

Cayman Islands Supportive and Advisory Services
P.O. Box 31416
Grand Cayman Ky1-1206
Cayman Islands
923-2570

By Hand:

C/O Mr. Rodel Carter
Director Environmental Health
P.O. Box 580 North Sound Road
George Town
Grand Cayman

January 13th 2016

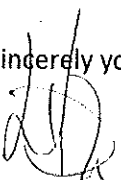
Dear Sir,

I am requesting an order made December of 2015 to remove a Black 1996 Lincoln Towncar (Lemo) from property of 40 Lake Forest Way, No:2 Walker Road , Grand Cayman, in the name of Paulin VanderGrinten Owner/Landlord for Court purposes, a police report of the incident has already been made.

Please provide print out with-in 7 working days, I am sole owner of the above vehicle, Also please advises me as to ware my Vehicle is.

Notice: this letter will also be use as evidence of request in Court.

Sincerely yours,



Harold Davis
Friend of the Courts

Time 2.25 PM