

IN THE SUMMARY COURT AT GEORGE TOWN
CIVIL DIVISION

CAUSE NO. SC ⁰¹¹⁶ OF 2016

BETWEEN:

LADYGATE PROPERTIES LTD

Plaintiff

AND:

GUADALUPE SANTOS

Defendant

PLAINT

To the Defendant:

Ms Guadalupe Santos
c/- Bar Crudo
55 S Church Street
George Town
Grand Cayman

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, P.O. Box 495 GT, 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 Acknowledgment of Service form.

If you fail to satisfy the claim or fail to return the Acknowledgment 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 5th day of May 2016

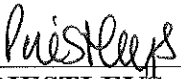
See overleaf for particulars of the Plaintiff's claim.

PARTICULARS OF CLAIM

1. The Plaintiff is and was at all material times company registered in the Cayman Islands.
2. The Defendant is and was at all material times an individual residing in the Cayman Islands.
3. The Plaintiff owns the residential property at Unit 3, 62 Nickel Lane, Birchtree Hill Road, West Bay (the "Property").
4. On 3 June 2013 the Defendant entered into an agreement to lease (the "First Lease") the Property from the Plaintiff commencing on 4 June 2013 for a period of 12 months.
5. On 11 June 2014 the Defendant entered into an agreement to lease (the "Second Lease") the Property from the Plaintiff commencing on 1 June 2014 for a period of 12 months.
6. It was a term of the First Lease that rent was payable to the Plaintiff in instalments, beginning with a first instalment of CI\$585.00 followed by 11 equal instalments of CI\$650.00 paid monthly in advance on the 1st day of each month.
7. It was a term of the Second Lease that rent was payable to the Plaintiff in equal instalments of CI\$650.00 paid monthly in advance on the 1st day of each month.
8. In breach of the First Lease and Second Lease the Defendant failed to make rent payments. The outstanding sum for rent owed to the Plaintiff by the Defendant is CI\$2855.00.
9. On 9 February 2016 demand for payment was made. No payment has been forthcoming.
10. Further the Plaintiff claims interest under section 34 of the Judicature Law (2013 Revision) on the sum unpaid at the rate of 2.375% from 28 July 2015 to the date of issue of this claim amounting to CI\$52.39 and continuing at the rate of CI\$0.18 per day until judgment or earlier payment.

AND the Plaintiff Claims:

1. The sum of CI\$2855.00.
2. Statutory interest as set out at paragraph 10 above.
3. Fixed costs of \$150, alternatively costs to be assessed.



PRIESTLEYS
Attorneys for the Plaintiff

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CAUSE NO. SC OF 2016

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LADYGATE PROPERTIES LTD

Plaintiff

AND:

GUADALUPE SANTOS

Defendant

ACKNOWLEDGMENT OF SERVICE

1. State Defendant's name and address-

Ms Guadalupe Santos
c/- Bar Crudo
55 S Church Street
George Town
Grand Cayman

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 _____, 2016

Please see overleaf

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, P.O. Box 495GT, George Town, Grand Cayman, Cayman Islands within 14 days of receipt otherwise a default judgment may be entered against you.