

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS



CAUSE NO: SC 101 OF 2017

BETWEEN

BODWIN INVESTMENTS LTD.

PLAINTIFF

AND

COMPASS MARINE LTD.

DEFENDANT



PLAINT



TO THE DEFENDANT:

Compass Marine Ltd of PO Box 30513, Seagrape House, 54 South Sound Road, Grand Cayman KY1-1203

THIS PLAINT has been issued against you by the above-named Plaintiff of Floor 4, Willow House, Cricket Square, George Town, Grand Cayman in respect of the claim set out on the next page.

Within 14 days after the 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, 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: 29 May 2017

IMPORTANT

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

THIS PLAINT is issued by Campbells, attorneys for the Plaintiff, whose address for service is Floor 4, Willow House, Cricket Square, George Town, Grand Cayman (Ref: KAH/aw/14784-25336)

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO: SC

OF 2016

BETWEEN: BODWIN INVESTMENTS LTD. PLAINTIFF

AND: COMPASS MARINE LTD. DEFENDANT

STATEMENT OF CLAIM

- 1 The Plaintiff was at all material times the registered proprietor of Building B, Unit 2, Cayman Center, George Town East Block 20B Parcel 118 (the "Property").
- 2 By the agreement in writing made on 22 October 2014 between the Plaintiff and the Defendant (the "Lease"), the Plaintiff let to the Defendant the Property:
 - 2.1 For a term of 3 years commencing on and including 22 October 2014
 - 2.2 At an annual rent of US\$43,620 per annum payable monthly in advance in accordance with Clauses 3 and 4.1 of the Lease (the "Rent") and
 - 2.3 Maintenance Fees, being the Defendant's proportion of the annual expenses incurred by the Plaintiff in respect of the Property in complying with the maintenance obligations set out in the Lease, fixed at US\$10,905 per annum payable in monthly instalments in advance in accordance with Clauses 3 and 4.1 of the Lease.
- 3 The Defendants entered into possession of the Property on or about 22 October 2014.
- 4 Wrongfully, and in breach of clauses 3 and 4.1 of the Lease, the Defendant ceased to pay the Rent and Maintenance fees from 1 March 2016 whereby the Plaintiff has suffered loss and damage.

THIS PLAINT is issued by Campbells, attorneys for the Plaintiff, whose address for service is Floor 4, Willow House, Cricket Square, George Town, Grand Cayman (Ref: KAH/aw/14784-25336)

PARTICULARS OF LOSS

5 As at 29 May 2017 the amount outstanding amounted to US\$16,977.81.

Due Date	Item	Amount US\$	Balance due	Number of days	8.50%	Interest calculated to
8-Mar-16	Rent	3,635.00				
8-Mar-16	Maintenance fees	908.75	4,543.75	30	31.74	7-Apr-16
7-Apr-16	Payment	-4,543.75				
8-Apr-16	Rent	3,635.00				
8-Apr-16	Maintenance fees	908.75	4,543.75	30	31.74	7-May-16
8-May-16	Rent	3,635.00				
8-May-16	Maintenance fees	908.75	9,087.50	31	65.60	7-Jun-16
8-Jun-16	Rent	3,635.00				
8-Jun-16	Maintenance fees	908.75	13,631.25	28	88.88	6-Jul-16
6-Jul-16	Payment	-6,713.25	6,918.00	2	3.22	7-Jul-16
8-Jul-16	Rent	3,635.00				
8-Jul-16	Maintenance fees	908.75	11,461.75	31	82.74	7-Aug-16
8-Aug-16	Rent	3,635.00				
8-Aug-16	Maintenance fees	908.75	16,005.50	28	104.36	5-Sep-16
5-Sep-16	Payment	-1,190.48	14,815.02	3	10.35	7-Sep-16
8-Sep-16	Rent	3,635.00				
8-Sep-16	Maintenance fees	908.75	19,358.77	25	112.71	3-Oct-16
3-Oct-16	Payment	-1,190.48	18,168.29	2	8.46	5-Oct-16
5-Oct-16	Payment	-4,543.75	13,624.54	3	9.52	7-Oct-16
8-Oct-16	Rent	3,635.00				
8-Oct-16	Maintenance fees	908.75	18,168.29	24	101.54	1-Nov-16
1-Nov-16	Payment	-1,190.48	16,977.81	7	27.68	7-Nov-16
8-Nov-16	Rent	3,635.00				
8-Nov-16	Maintenance fees	908.75	21,521.56	22	110.26	30-Nov-16
30-Nov-16	Payment (apply deposit)	-4,543.75	16,977.81			
	Total:	16,977.81			788.82	
		Daily rate			3.95	

6 Further, in accordance with Clause 4.24 of the Lease, the Plaintiff is entitled to interest on unpaid sums which are more than 7 days overdue at the rate of 5% over US prime rate, amounting to US\$788.82 calculated up to 30 November 2016 and continuing at the daily rate of US\$3.95 as set out in the table above.

THIS PLAINT is issued by Campbells, attorneys for the Plaintiff, whose address for service is Floor 4, Willow House, Cricket Square, George Town, Grand Cayman (Ref: KAH/aw/14784-25336)

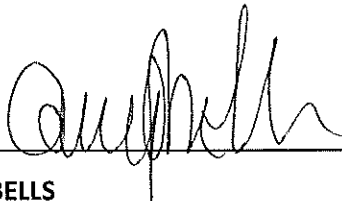
7 Alternatively, the Plaintiff claims interest pursuant to section 34 of the Judicature Law (2013 Revision) at such rate from such date and on such amount as this honourable court thinks fit.

AND THE PLAINTIFF CLAIMS:

- (1) US\$16,977.81 together with interest at the contractual rate amounting to US\$788.82 and continuing from 30 November 2016 at the daily rate of US\$3.95, alternatively damages in a like amount.
- (2) Alternatively to the claim for contractual interest, interest pursuant to section 34 of the Judicature Law (2013 Revision) 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 US\$16,977.81 together with interest of US\$788.82, further accruing interest and fixed costs further proceedings will be stayed.

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



CAMPBELLS

Attorneys for the Plaintiff

29 May 2016

THIS PLAINT is issued by Campbells, attorneys for the Plaintiff, whose address for service is Floor 4, Willow House, Cricket Square, George Town, Grand Cayman (Ref: KAH/aw/14784-25336)

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO: SC OF 2016

BETWEEN: BODWIN INVESTMENTS LTD. PLAINTIFF

AND: COMPASS MARINE LTD. 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 2017

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
George Town
Grand Cayman KY1-9010
(Ref: KAH/14784-25336)

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.