

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC 176 OF 2017

BETWEEN: GLEDA EULENE MCLAUGHLIN

Plaintiff

AND: SAMUEL W. RITCH

Defendant



PLAINT

To The Defendant

PO Box

Grand Cayman KY1-

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 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, Cayman Islands, 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 Acknowledge 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 day of 2017

See overleaf for particulars of the plaintiff's claim

PARTICULARS OF CLAIM

1. As agreed with the Plaintiff, the Government's Needs Assessment Unit (NAU) facilitated a contract and paid accommodation rental fees for the Defendant for the period October 25th 2016 to March 26th 2017 by cheque via general delivery mail in East End. At the end of this period, the Defendant told the Plaintiff he would go back to NAU and sort out further support so she would not need to attend. (The Plaintiff is almost 80 years old). The Defendant went back to the NAU to ask for further support with his accommodation rental fees and was denied.

2. The Defendant did not notify the Plaintiff that he no longer had support from the NAU and therefore no means to pay his rent, but asked the Plaintiff if she would charge him the same or a lesser rental fee when the NAU stopped their support. The Plaintiff advised the Defendant that he would have to leave when the NAU stopped their support.

NAU did not notify the Plaintiff that further support was denied to the defendant.

3. When no payment came by May 2017, the Plaintiff contacted the NAU and discovered no further support was being provided to the Defendant as he was now employed and should be able to maintain himself.

When confronted by the Plaintiff, the Defendant said the NAU did not confirm the refusal to him but he would pay in June 2017 when he got paid. When payment was requested in June, the Defendant said he did not have it but would pay in July 2017. When payment was requested in July, the Defendant said he would pay on August 15th 2017 as he was now being paid every two months.

AND the Plaintiff claims:

(1) The sum of CI\$2,600.00 (CI\$650 x 4 = CI\$2,600.00) Rental for April 2017 to July 2017.

(2) The Defendant was very dishonest to not advise on the denial of support and continued to occupy the apartment, thereby taking advantage of a senior citizen who has no other source of income.



Plaintiff's Signature

Plaintiff's address for service

General Delivery

East End Post Office

Grand Cayman

Cayman Islands

Phone Number: 947 7520 (Home), 925 4733 (Mobile)

ACKNOWLEDGMENT OF SERVICE

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BETWEEN: GLEDA EULENE MCLAUGHLIN

Plaintiff

AND: SAMUEL W. RITCH

Defendant

ACKNOWLEDGEMENT OF SERVICE

State The Defendant's name and address -

Samuel W Ritch

PO Box

Grand Cayman KY1-

Cayman Islands

State Whether the Defendant intends to contest the action.

Yes

No

If you do not intend to contest the action, do you want time in which to pay the claim?

Yes

No

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

Service of the Plaintiff is acknowledged accordingly.

Defendant's Signature

DATED this day of 2017

PARTICULARS OF DEFENCE

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

1.

2.

3.

PARTICULARS OF COUNTERCLAIM

1.

2.

AND the Defendant Claims:

1)

2)

3)

Defendant's Signature

REMINDER: This form must be taken or sent to the court office, PO Box 495, Grand Cayman KY1-1106 Cayman Islands within 14 days of receipt otherwise a default judgment may be entered against you.

Please ensure that a signed copy of this agreement is placed on the client's file.

NEEDS ASSESSMENT UNIT (NAU)

COPY



Agreement for Rental Payment

NAU OFFICER: Eleanor Berry

FAS#: 13837

Name of Tenant: Samuel Ritch

Rental Address: 35 Fiddlers Way, East End

Duration of approval: 1 month 3 months 6 months 1 year

Other: please specify 2 months

Dates: From: 26 Feb 2017 To: 26 March 2017
Day/month/year Day/month/year

FULL PAYMENT PARTIAL-PAYMENT in the amount of CI\$ 650.00 per month

One time pro-rated payment of CI\$ _____ for _____ days.

Utilities included in rent: LIGHT WATER NONE

Rental cheque to be made payable to: Gleda Eulene McLaughlin
PLEASE PRINT CLEARLY

Landlord Mailing Address: P.O. Box General Delivery, East End
PLEASE PRINT CLEARLY

The Landlord and Tenant understand and agree to the following:

1. A twenty-one (21) business days waiting period for the first cheque after agreement is signed by Landlord and Tenant.
2. The Landlord agrees that the payment of rent to the Landlord by the NAU is being made on behalf of the tenant and was not intended to and does not create a relationship of landlord and tenant. The Landlord further agrees that under no circumstance whatsoever will the NAU be liable for the Tenant's breach of any covenant.
3. The NAU does not provide rental assistance where the tenant and landlord are immediate family. Any family relation shared between landlord and tenant should be disclosed prior to signing the agreement.
4. The landlord and tenant agree to provide notification at least thirty (30) calendar days prior to the tenant being evicted or vacating the premises for any reason. Once due notification has



THE GOVERNMENT OF THE CAYMAN ISLANDS - REMITTANCE ADVICE

Cheque# 121326 Vendor 48312 Cheque Date 20161108 Cheque Amount CI\$ *****650.00
MCLAUGHLIN, EULENE

Invoice #	Invoice Amount CI\$	Description	Batch #
10424/06	650.00	25/OCT-25/NOV'16 RE: SAMUEL	NOV1617-8201-017-ECH
	650.00		.00

THE GOVERNMENT OF THE CAYMAN ISLANDS - REMITTANCE ADVICE

Cheque# 121474 Vendor 48312 Cheque Date 20161129 Cheque Amount CI\$ *****650.00
MCLAUGHLIN, EULENE

Invoice #	Invoice Amount CI\$	Description	Batch #
10462/08	650.00	26/NOV-25/DEC'16 RE: RE: SA	NOV1617-8201-049-ECH
	650.00		.00

THE GOVERNMENT OF THE CAYMAN ISLANDS - REMITTANCE ADVICE

Cheque# 121793 Vendor 48312 Cheque Date 20161220 Cheque Amount CI\$ *****650.00
MCLAUGHLIN, EULENE

Invoice #	Invoice Amount CI\$	Description	Batch #
10512/01	650.00	26/DEC-25/JAN'17 RE: SAMUEL	DEC1617-8201-028-ECH
	650.00		.00

THE GOVERNMENT OF THE CAYMAN ISLANDS - REMITTANCE ADVICE

Cheque# 122448

Vendor 48312
MCLAUGHLIN, EULENE

Cheque Date 20170302

Cheque Amount CI\$ *****1,300.00

.invoice #
10648-06

Invoice Amount CI\$
1,300.00
1,300.00

Description
26/JAN-26/MAR'17 RE: SAMUEL

Batch #
FEB1617-8201-050-ECH
.00