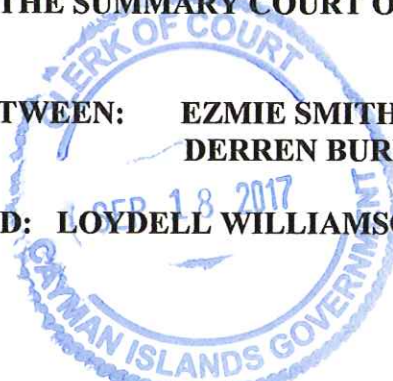


IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

Cause No: SC 186 of 2017

BETWEEN: EZMIE SMITH BY HER DULY AUTHORISED AGENT PLAINTIFF  
DERREN BURLINGTON

AND: LOYDELL WILLIAMSON AND ZELMA WILLIAMSON DEFENDANTS



PLAINT

To The Defendants:

Loydell Williamson, Bodden Town, Grand Cayman and  
Zelma Williamson (works at Hew's Janitorial Services, Industrial Park  
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 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 to you.

Issued this 18<sup>th</sup> day of September 2017

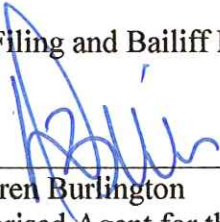
See overleaf for particulars of the Plaintiff's claim

### PARTICULARS OF CLAIM

1. The Plaintiff is the owner of a rental house located in West Bay, Grand Cayman known as Registration Section West Bay South Block 5C Parcel 202.(herein referred to as the “ premises”)
2. The Defendants was at the material time tenants at the premises.
3. The Plaintiff rented to the Defendants a 1 bed room house located on the premises.
4. It was agreed that the Defendants would pay a monthly rental on the 1<sup>st</sup> day of every month at CI\$600.00 per month exclusive of light and water.
5. In breach of the agreement the Defendants are in arrears of rent and now owes the Plaintiff the sum of CI\$16,832.98 for the period 1<sup>st</sup> February 2014 to 26<sup>th</sup> June 2016 in addition a balance of CI\$16.16 for light for the month of June 2016.
6. Despite repeated demands the rent remains owing and the balance on light bill remains unpaid despite promises by the Defendants to pay. The Defendants has since vacated the premises.
7. The Defendants left the premises in a deplorable state leaving a huge amount of junk on the premises which the Plaintiff paid to have removed for a total of CI\$620.00. Despite repeated demands to have the junk removed the Defendants refused to do so.
8. The inside walls of the house was left in a dirty state which the Plaintiff had to have repainted for a sum of CI\$300.00. The house was left in a very dirty state and had to be cleaned for a sum of CI\$150.00.
9. The Defendants interfered with the electrical wiring of the house whereby it was an illegal system not in line with that required by the local electrical company Caribbean Utilities Company. The Plaintiff had to make certain corrections due to what arose from the illegal system for a cost of CI\$400.00.
10. The Defendants has failed to pay the total sum of CI\$18, 319.14 due owing to the Plaintiff who has suffered loss in that amount.

And The Plaintiff Claims Against The Defendants:

1. The principal sum of CI\$18,319.14
2. Interest CI\$1,805.14 ( \$18,319.14 x 2.75% (2 3/8) pa = \$5,037.76 pa divide by 12 mths. = \$41.98 pm divide by 30 days = \$1.40 pd. Interest due for the period February 2014 to September 2017 43 months = CI\$1,805.14 )
3. Costs or alternatively costs to be assessed
4. Filing and Bailiff Fees.

  
Signed: Derren Burlington  
Duly Authorised Agent for the Plaintiff

Dated this 18<sup>th</sup> day of Sept 2017.

To: The Defendants

Loydell Williamson, Bodden Town, Grand Cayman

Zelma Williamson, Bodden Town, Grand Cayman (employed by Hew's Janitorial Services,  
Industrial Park, George Town, Grand Cayman.)

**THIS PLAINT** was filed by the Plaintiff whose address is 159 Willie Farrington Drive, West Bay, PO Box 287, Grand Cayman KY1-1301.



**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 Town, Grand Cayman within 14 days of receipt otherwise a Default Judgment may be entered against you.